



TOWN OF ELIZABETH

**BOARD OF TRUSTEES REGULAR MEETING –
Tuesday, October 10, 2023, at 7:00 PM
Town Hall, 151 S. Banner Street**

Conferencing Access Information: This is viewing only access
<https://us02web.zoom.us/j/81449236771?pwd=cVg1SGM0S29maEtSS0FPb052NmYvQT09>

Join via phone at 1 669 900 9128 Meeting ID: 814 4923 6771

**Meeting Passcode: UPDATED PASSCODE 10-10-23
883815**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of September 26, 2023

PRESENTATIONS

2. Aimee Woodall – Mayor Snively
3. Domestic Violence Awareness Month – PattyAnn Fontenot

PROCLAMATION

4. Domestic Violence Awareness Month – Mayor Snively

NEW BUSINESS

5. Discussion and possible action on Resolution 23R35, a Resolution adopting a memorandum of understanding between East Central Council of Governments (ECCOG) and the Town of Elizabeth – Michelle Oeser
6. Discussion regarding Maverix fiber internet proposal– Zach Higgins
7. Discussion and possible action on Resolution 23R36, a Resolution amending the water and wastewater base and consumption rates in the Town of Elizabeth – Patrick Davidson
8. Discussion and possible action on resolution 23R37, a Resolution amending the Water and Sewer Tap Fees and the Renewable Water Resource Fee in the Town of Elizabeth – Patrick Davidson

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

- [9.](#) Discussion and possible action on Resolution 23R38, a Resolution approving an Intergovernmental Agreement regarding Water and Wastewater Services between the Town of Elizabeth and the Elizabeth School District – Patrick Davidson

MANAGEMENT MONITORING REPORTS

- [10.](#) Managers Reports

STUDENT LIAISON REPORT

- [11.](#) Student Liaison Report

BOARD OF TRUSTEES REPORTS

12. Board Reports

MINUTES

- [13.](#) Minutes of the Regular Meeting of the Historic Advisory Board of September 11, 2023

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

September 26, 2023

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, September 26, 2023, at 7:01 p.m. by Mayor Nick Snively.

ROLL CALL

Present were Mayor Nick Snively, Mayor Pro Tem Linda Secrist, Trustees Loren Einspahr, Tammy Payne, Joe Belongia, 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, Planner/Project Manager Alex Cramer, and Town Attorney Corey Hoffmann.

PLEDGE OF ALLEGIANCE

Mayor Snively led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

Larry Gable – Elbert County Resident

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

INTRODUCTION OF STUDENT LIAISON

1. Mayor Snively welcomes Shaye Lavato

Ms. Lavato introduced herself to the Board and the Public.

CONSENT AGENDA

2. Minutes of the Regular Meeting of September 12, 2023

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

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



PROCLAMATION

3. Community Planning Month Proclamation

NEW BUSINESS

4. Discussion and possible action regarding the HAB Appointments of Jacqueline Hansen-Hallett for a term through 12/31/2023, Audra Kirk for a term through 12/31/2025, and Dennis Rodriguez for a term through 12/31/2025

Motion by Mayor Snively, seconded, by Trustee Einspahr, to appoint Jacqueline Hansen-Hallett to the Historic Advisory Board with a term through December 31, 2023.

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

Motion by Trustee Payne, seconded, by Trustee Einspahr, to appoint Audra Kirk to the Historic Advisory Board with a term through December 31, 2025.

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

Motion by Trustee Belongia, seconded, by Trustee Einspahr, to appoint Dennis Rodriguez to the Historic Advisory Board with a term through December 31, 2025.

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

5. Discussion and possible action on Resolution 23R34, a Resolution exempting portions of land owned and maintained by the Gold Creek Valley Homeowners' Association, Inc. from the application of Section 7-5-10 of the Elizabeth Municipal Code pursuant to Subsection (c) of Section 7-5-10

Motion by Mayor Snively, seconded, by Trustee Payne, to approve Resolution 23R34, a Resolution exempting portions of land owned and maintained by the Gold Creek Valley Homeowners' Association, Inc. from the application of Section 7-5-10 of the Elizabeth Municipal Code pursuant to Subsection (c) of Section 7-5-10.

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

6. Discussion and possible action on Ordinance 23-07, an Ordinance amending Section 6-3-100 of the Elizabeth Municipal Code to authorize administrative approval of Retail Establishment Permits



Motion by Trustee Payne, seconded, by Trustee Belongia, to approve Ordinance 23-07, an Ordinance amending Section 6-3-100 of the Elizabeth Municipal Code to authorize administrative approval of Retail Establishment Permits.

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

7. Discussion on Fire Department Impact Fees

Mr. Davison provided a Staff report.

8. Discussion and presentation regarding the Town of Elizabeth Impact Fee Study

Michael Verdon with BBC Research provided a report.

9. Rural Water Authority rate discussion

Scott Thomas with Rural Water Authority provided a report.

10. Discussion on setting dates and defining a process for the currently open Board seat

Mr. Davidson discussed the process for filling the open Board seat.

MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson
 - Provided hard copies of the 2022 audit.
 - Provided a flyer for the Wreaths Across America program that will be coming to Elbert County this year.
 - Discussed and received direction from the Town Board on moving forward with purchasing a large wooden train for the Mayor's Tree Lighting.
- Town Attorney Corey Hoffmann
 - Let the Board know that the Hearing on Elizabeth West is set for October 10th at 3:00 p.m.
 - Informed the Board of a 9News open records request and the Town's response.
 - Chief of Police Jeff Engel Chief Engel was the one and only one from the Police Department to finish the Town's 5K.
 - Two applications have been received for the open Police Officer position.
 - Officer Burnley attended a Level Up Conference.
 - The Police Department held an immediate threat drill at Elizabeth High School.
- Community Development Director Zach Higgins
 - The scheduled Walk and Talk has 65-80 people signed up to attend, along with 15 participants/volunteers.



- 204 people signed up for the 5K and Color Run.
- Zach gave a huge thank you to Alex, Dianna, 5K committee, Elizabeth High School Poms, Main Street and visitors for making the 5K such a success.
- The Main Street Station site plan application has been received.
- Public Works Director Mike DeVol
 - Scott Thomas and his team took top awards at the Rural Water Authority Conference.
 - Thanked James and his team for their work on the 5K event.
 - Trustee Payne discussed the repairs to the Town's Walking Trail.
- Town Clerk Michelle Oeser
 - Thanked the Board for their excitement and support of Town Events.
 - Ms. Lavato is very enthusiastic about helping with the Town's Lighting Contest and Mayor's Tree Lighting and is looking for help with the Senior Basket project.
 - Discussed Senior Basket sponsorship.
 - Recognized Jody Tipton and Ken Timm for their six years of employment with the Town.

STUDENT LIAISON REPORT

Student Liaison Shaye Lavato

- Elizabeth High School Students are getting ready for Homecoming.
- Shaye's younger brother is the newly elected Student President of Legacy Academy.
- Stated she is happy to be involved and help out.

BOARD OF TRUSTEE REPORTS

- Trustee Belongia said that the Color Run was a wonderful event.
- Trustee Payne asked if there was a plan in place to replace signs around Town.
- Trustee Payne informed the Board that they did not win the Caselle contest with their entry for the Senior Basket project.
- Trustee Payne stated that the Elizabeth Chamber may be a sponsor of the Senior Basket (bags).
- Trustee Payne discussed the delivery of Senior Bags this year.
- Mayor Snively discussed the Post Office and in Town mail delivery.
- Mayor Snively stated that the new fence in Gold Creek Valley looks great.



MINUTES

14. Minutes of the Historic Advisory Board Meeting of August 7, 2023
15. Minutes of the Main Street Board of Directors Meeting of August 14, 2023

ADJOURNMENT

Motion by Mayor Pro Tem Secrist, seconded by Trustee Einspahr, to adjourn the meeting at 10:00 p.m.

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

Town Clerk Michelle Oeser

Mayor Nick Snively



DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society, here in our community, throughout the United State and the world; and

WHEREAS, Domestic Violence Awareness Month is a way to connect and unite individuals and organizations working on domestic violence issues while raising awareness for those issues; and

WHEREAS, domestic violence causes significant harm to the physical and mental health of survivors and their families, undermines their economic stability and overall well-being, and is a stain on the conscience of our country; and

WHEREAS, we honor the tremendous dedication of advocates and service providers, honor the courage and resilience of survivors, and recommit ourselves to standing with them for safety, dignity, and justice.; and

WHEREAS, we call upon everyone to join with us in supporting victims, as well as local programs, state coalitions and national organizations who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated.

NOW, THEREFORE BE IT PROCLAIMED, by the Town of Elizabeth, of the State of Colorado, that the month of October 2023 be declared as Domestic Violence Awareness Month in the Town of Elizabeth, Colorado.

Adopted this _____ day of _____, 2023.

Mayor Nick Snively

Town Clerk Michelle M. Oeser



TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: October 4, 2023
SUBJECT: Memorandum of Understanding

SUMMARY

On September 22, 2023, Staff received an email from Stacy Salling, the East Central Council of Governments (ECCOG) Regional Grants Navigator, with an opportunity to participate in grant training at no cost to the Town. If approved Staff will apply for a grant to attend a 5-day online training course on best practices for writing a grant.

The online training program is the perfect opportunity for our organization to learn the skills we need to become better grant writers.

Learn Grant Proposal Development from A to Z:

- Immersive experience delivered over 2 or 5 days.
- Highly interactive with online learning events.
- One-on-one consultation with trainers.
- E-book with resources.
- Individual and group exercises with coaching and constructive collegial input from peers.

Hannah will be participating in an online grant training for 2 days. This will come out of the Clerk’s training budget. The 5-day training would be through the grant program.

Staff feels this is a good opportunity to increase Staff knowledge to be applied toward obtaining future grants for the Town.

RECOMMENDATION:

Staff recommendation is for the Board to approve Resolution 23R35 and enter a Memorandum of Understanding with East Central Council of Governments for a grant allowing the Town to participate in a five-day Grant Training Course.

ATTACHMENTS:

Resolution 23R35
MOU
Application

RESOLUTION 23R35

A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN EAST CENTRAL COUNCIL OF GOVERNMENTS (ECCOG) AND THE TOWN OF ELIZABETH

WHEREAS the East Central Council of Governments (ECCOG) is collaborating with local municipal entities to obtain participants in its online Grantsmanship Training Program; and

WHEREAS the Program seeks to provide online classes and training to assist in learning the intricacies of grant writing for at least one (1) representative from the Town of Elizabeth; and

WHEREAS a condition of the grant education is the requirement that the attendee from the local government prepare and submit either a Federal Infrastructure Investments Jobs Act (IIJA) or an Inflation Reduction Act (IRA) grant; and

WHEREAS, ECCOG will reimburse the Town of Elizabeth for at least one candidate to attend the online training, subject to the agreement to timely submit a grant; and

WHEREAS, the Board of Trustees sees the value in providing staff with the opportunity to train for grant writing, and to ultimately submit either an IIJA or an IRA grant.

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

1. The Mayor of the Town of Elizabeth is hereby authorized to execute and enter into a Memorandum of Understanding with ECCOG for the reasons set forth herein. A copy of the Memorandum of Understanding is attached hereto as **Exhibit A**.

PASSED, APPROVED, and ADOPTED this 10th day of October 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 10, 2023 (the "Effective Date"), by and between East Central Council of Governments located at 128 Colorado Ave, Stratton, Colorado 80836 and Town of Elizabeth located at 151 S. Banner Street, Elizabeth, CO. 80107. The two entities will be known as "Party or Parties" in this Memo.

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

It is our mission at East Central Council of Governments to collaborate with local entities to provide one suitable candidate per community to be enrolled in the online Grantsmanship Training Program whereas that candidate will complete a 2-day or 5-day training, prepare a grant proposal from what they learned and submit an application to a federally funded IJA or IRA project before December 31, 2024. Upon completion of the training course, East Central Council of Governments will then reimburse the collaborating entity for the cost of the candidate's training.

2. OBJECTIVES

The Parties shall work together to identify a single candidate and enroll in the online Grantsmanship Training Program where the candidate will learn how to write a grant proposal. The candidate will commit to a 2-day or a 5-day training session with online learning events, one on one consultation and coaching from trainers. An e-book with resources will also be provided for the candidate. Upon completion of the course, the candidate will then use that training to write a grant proposal and submit an application for one of the federal IJA (Infrastructure Investments Jobs Act) or IRA (Inflation Reduction Act) grant programs. The candidate's training cost will be reimbursed by the East Central Council of Governments **after** successful completion of the training course program.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Either Party may decide not to proceed with the partnership for any reason or no reason. The following are the individual services that the Parties are contemplating providing for the partnership.

East Central Council of Governments will provide reimbursement for the online Grantsmanship Training Program to the collaborating entity for the cost of the training, provided the following terms are met:

Commit to and complete the 2-day or the 5-day training.

Within 6 months of completing the training the candidate must write a proposal for a project under the IJA or IRA funding program, submit an application to that program, and notify Candace Payne at ECCOG of the application submittal.

_____, CO shall provide one suitable candidate to participate in the online Grantsmanship Training Program on one of the following dates:

2-Day training: October 12 – 13, 2023 November 16-17, 2023

5-Day training: October 2 - 6, 2023 October 23-27, 2023 Oct. 30 – Nov. 3, 2023 December 4 – 8, 2023

The collaborating entity will provide the initial tuition fee of \$545 or \$795 for the 2-day and \$1,240 or \$1540 (which includes program book) for the 5-day training. ECCOG will reimburse the entity for the class fee and book costs.

4. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of one year from the Effective Date.

5. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the law and regulations that govern their activities. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

6. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

7. NOTICE

Any notice or communication under this Memorandum shall be delivered in person or can be mailed to the address set forth in the opening paragraph of this MOU.

8. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Colorado.

9. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by East Central Council of Governments and _____ and shall be effective as of the date first written above.

ECCOG Representative (Date)

East Central Council of Governments, 128 Colorado Ave., Box 28, Stratton, Colorado 80836

Mayor Nick Snively (Date)

_____, _____, Colorado _____
Entity Name Entity Address Zip

Grantsmanship Training Program Application

Contact Information:

Participant's name: _____

Participant's email address: _____

Participant's phone no. _____

Circle One: 2-Day Training 5-Day Training

Circle One: Oct. 2-6, 2023 Oct. 12-13, 2023 Oct. 23-27, 2023 Oct. 30-Nov 3, 2023
 Nov. 16-17, 2023 Dec. 4-8, 2023

Tuition Fee: \$545 \$795 \$1240 (Includes Course Book) \$1540 (Includes Course Book)

Organization Information:

Organization Name: _____ Phone no. _____

Contact Name: _____ Email _____

Address: _____

City, State, Zip: _____

County: _____

For ECCOG Use Only:

Course Completion Date: _____

Invoice Received / Paid in Full Date: _____ \$ Amount Paid: _____

IIJA/IRA Program Applied to: _____ Application Date: _____

\$ Amount Applied for: _____ Awarded Y / N Notes: _____



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, Community Development Director
DATE: October 10, 2023
SUBJECT: Maverix Proposal

HISTORY

Town Staff has met with Maverix to discuss bringing fiber internet to key Town buildings and the potential for public Wi-Fi on Main Street and Running Creek Park. Town Hall's phone network operates via internet service, which makes any disruptions to the network a high priority. A possible public Wi-Fi network on Main Street and Running Creek Park would assist commerce transactions particularly during events, allow for other commerce or educational purposes, and free up bandwidth for emergency service use at peak times.

SUMMARY

Maverix has provided the Town of Elizabeth with a proposal for fiber internet implementation. This proposal includes bringing fiber internet to Town Hall and the Police Department. As well, this includes bringing public wireless internet to Main Street and Running Creek Park via Wireless Access Points. A representative from Maverix will be present at the BOT meeting to answer questions about the proposal.

The full proposal includes scope from network design and infrastructure to ongoing maintenance and support. The proposed timeline is ten (10) weeks and includes a permitting phase, construction phase, and testing and validation phase.

STAFF RECOMMENDATION

Staff recommends the Board of Trustees provide any feedback desired to Maverix regarding the attached proposal. The cost includes \$88,130.00 in construction and \$29,865.00 in materials for a total cost of \$117,995.00.

EXHIBIT(S)

Maverix Proposal



Town of Elizabeth,

It is with great pleasure that we present the following proposal for your consideration. Maverix is a local Colorado company with a penchant for bringing the fastest internet speeds available to underserved communities at extremely competitive pricing. Our network has the lowest latency and fastest speeds available anywhere. We think you will find our plan to be a unique offering and the best possible gain for the residents, businesses, and public areas of Elizabeth.

Our diverse team brings together an array of unique backgrounds and creative ideas that set us apart from legacy carriers. We have successful tech entrepreneurs, long-time telecom experts, in-house construction managers, experienced asset protection teams, and military-trained specialists that work to reinvent and optimize network development.

Maverix Broadband can greatly contribute to the city of Elizabeth by offering fiber internet to municipal buildings and public WiFi services, providing numerous benefits to residents, businesses, and the community as a whole. By deploying fiber optic infrastructure through downtown Elizabeth, Maverix Broadband enables high-speed and reliable internet connections, supporting faster data transfer and enhanced online experiences. Maverix Broadband's commitment to advancing the technological infrastructure of Elizabeth through fiber internet and public WiFi contributes to the city's development, innovation, and overall quality of life.

We believe our industry leading approach to constructing the fastest networks in Colorado will be a great advantage to the city and community of Elizabeth. With the proper support from the city, we are certain that we can produce the best network around in the requested time frame.

We thank you for your time and your interest in working together to make Elizabeth a more competitive and accessible city.

Sincerely,

A handwritten signature in black ink that reads 'David Lindauer'.

David Lindauer
CEO & Founder

david@maverixbroadband.com

720-740-0888

Project Overview

Goals & Objectives

Our proposal aims to achieve the following objectives:

- **Deploy a fiber optic network to key municipal buildings**
We will design, construct, and implement a fiber optic network across a subsection of Downtown Elizabeth, ensuring comprehensive coverage for town hall, the police station, the Chamber of Commerce, and City Park.
- **Provide high-speed wireless internet to common areas**
The fiber optic infrastructure will deliver blazing-fast wireless internet speeds, enabling merchants and visitors alike seamless online experiences, whether it be for education, work, entertainment, or communication.
- **Enhance economic development**
By providing a robust internet infrastructure, we will attract new businesses and encourage entrepreneurship in Elizabeth, fueling economic growth and job creation.
- **Establishment of foundational infrastructure**
We are committed to ensuring that every resident of Elizabeth has equal access to high-quality internet services. The work outlined in this proposal helps us extend our footprint for future expansion and needs of Elizabeth.

Scope of the Project

The scope of the fiber optic network project in the town of Elizabeth encompasses several key areas and deliverables.

- **Network Design and Infrastructure**
The scope involves the design and deployment of a robust and scalable fiber optic network infrastructure. This includes planning the network architecture, determining optimal routes for fiber optic cables, and strategically placing network equipment such as switches, routers, and distribution points. Our plan includes a redundant path to connect downtown Elizabeth with two separate and geographically diverse fiber optic routes, ensuring critical infrastructure will stay online in the event of an outside fiber cut.
- **Fiber Optic Cable Installation**
The project will involve the installation, testing, and splicing of fiber optic cables across the town, following a carefully planned route that ensures efficient coverage and minimal disruption to the community. This includes underground installations, aerial installations,

and any necessary permissions or agreements for accessing private properties or rights-of-way.

- **Wireless Connectivity along Main St & vicinity**

In addition to the comprehensive fiber optic network, we engineered the inclusion of wireless connectivity via access points along Main St. This wireless infrastructure will cater specifically to events, providing seamless internet access to event attendees, merchants, and visitors. Additionally, this FREE public wifi option can be offered to locals and visitors throughout the year.

- **Testing and Quality Assurance**

The project scope includes thorough testing and quality assurance procedures to ensure that the network is functioning optimally. This includes testing connectivity, measuring data transfer speeds, and identifying and resolving any technical issues that may arise during or after the deployment of the fiber optic network.

- **Ongoing Maintenance and Support**

The scope extends to providing ongoing maintenance and support for the fiber optic network. This includes monitoring the network, performing routine maintenance tasks, addressing any service disruptions promptly, and ensuring uninterrupted internet connectivity for the service area detailed in this proposal. All systems will be monitored 24/7/365 for uptime and our local technicians will be notified and dispatched at the first sign of a problem.

Proposed Timeline

1. Permitting Phase

- a. **Week 1:** Engage in discussions and negotiations with the Town of Elizabeth to address any questions or concerns they may have. Drafting of Traffic Control Plans, finalizing and marking route, and Initiating the permitting with the Town of Elizabeth. 811 utility locate requests will be submitted for the entire route. Necessary labor will be scheduled and material orders will be finalized.
- b. **Week 2-3:** Provide additional documentation or modifications to the plans if necessary. Receive all necessary permits and approvals from the Town of Elizabeth.

2. Construction Phase

- a. **Week 1-2:** Mobilize the construction team and equipment to the site. Begin the process of trenching / boring and laying conduit for fiber optic cables according to the approved plans.

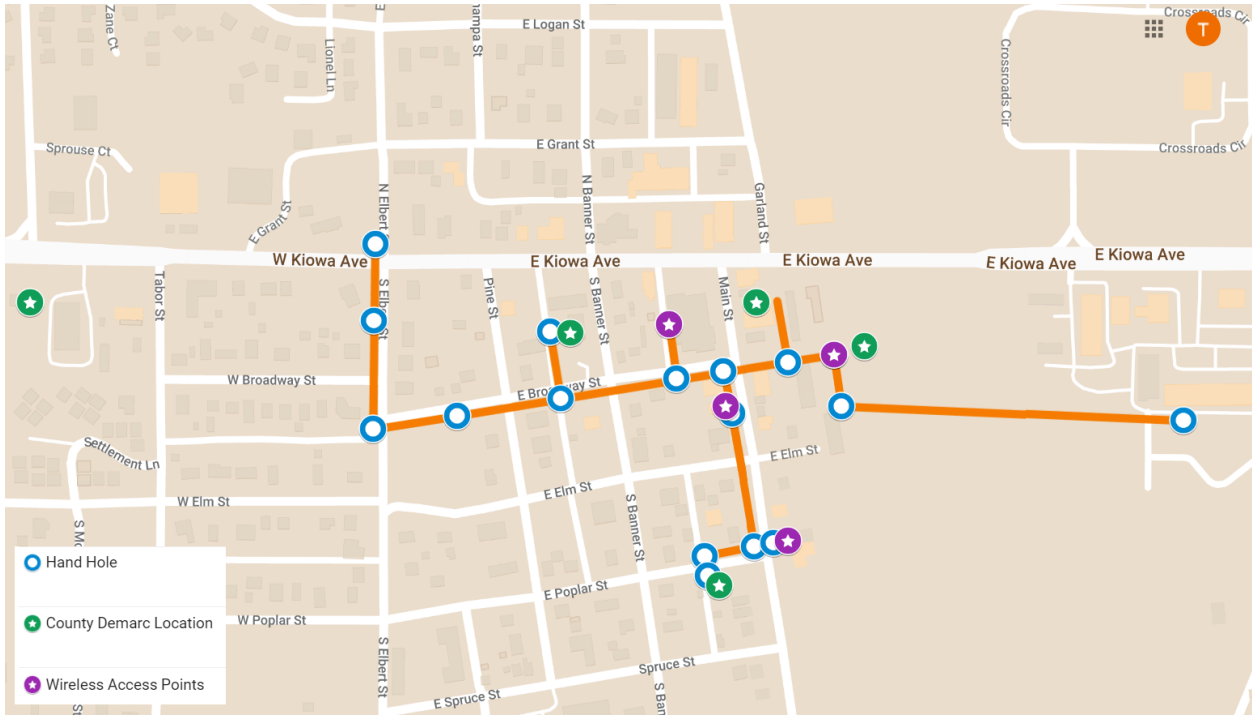
- b. **Week 3-4:** Carry out the installation of fiber optic cables along the designated routes, including underground and aerial installations as required.
- c. **Week 5:** Complete the fiber optic cable installation, including any necessary splicing and termination. Installation of Wi-Fi radios at designated points.
- d. **Week 6:** Conduct quality checks and inspections to ensure that the installed fiber infrastructure meets the required standards.

3. Testing & Validation Phase

- a. **Week 1:** Conduct comprehensive testing and validation to verify the reliability, speed, and overall performance of the fiber optic & wireless network. The network will be active and available for use immediately.

Proposed Fiber Optic Infrastructure

Design and deployment plan for fiber optic network in Elizabeth



- **Redundant Network Architecture**
 - These dual fiber lines, running in parallel, ensure that even in the event of a disruption or failure on one side, the other line seamlessly takes over, guaranteeing uninterrupted connectivity. This redundancy not only enhances the reliability of the network but also provides a robust infrastructure that can handle high volumes of data traffic, effectively meeting the demands of today's digital world.

- High-end enterprise grade wireless for secure public usage, prioritized for business access through private vendor logins

Cost estimation for fiber optic & wireless network deployment

| Description | Rate | Units | Quantity | Construction Cost | Materials Rate | Materials Cost | Total Cost |
|--|------------|-------|----------|--------------------|----------------|--------------------|---------------------|
| Bore 1x conduits | \$13.00 | LF | 4,150 | \$53,950.00 | \$0.30 | \$1,245.00 | \$55,195.00 |
| Install 17x30 | \$350.00 | EA | 17 | \$5,950.00 | \$600.00 | \$10,200.00 | \$16,150.00 |
| Install 13x24 | \$300.00 | EA | 0 | \$0.00 | \$275.00 | \$0.00 | \$0.00 |
| Hydro excavate utility and install conduit | \$225.00 | EA | 30 | \$6,750.00 | \$0.00 | \$0.00 | \$6,750.00 |
| Excavate and couple dis-continuous conduit | \$150.00 | EA | 5 | \$750.00 | \$5.00 | \$25.00 | \$775.00 |
| Place Fiber in conduit | \$1.00 | LF | 4,565 | \$4,565.00 | \$1.00 | \$4,565.00 | \$9,130.00 |
| Splicing | \$300.00 | EA | 15 | \$4,500.00 | \$300.00 | \$4,500.00 | \$9,000.00 |
| Tracer Wire | \$0.10 | LEF | 4,150 | \$415.00 | \$0.20 | \$830.00 | \$1,245.00 |
| Building Installations | \$1,250.00 | EA | 5 | \$6,250.00 | \$500.00 | \$2,500.00 | \$8,750.00 |
| Wireless Access Points | \$1,250.00 | EA | 4 | \$5,000.00 | \$1,500.00 | \$6,000.00 | \$11,000.00 |
| | | | | \$88,130.00 | | \$29,865.00 | \$117,995.00 |

Conclusion

In conclusion, the implementation of a fiber optic network in the town of Elizabeth holds immense potential to revolutionize the community's connectivity and propel it into a new era of digital advancement. By choosing to partner with Maverix Broadband for this project, a local company utilizing local contractors, the town can benefit from additional economic opportunities, cutting-edge technology, reliable high-speed internet, and widespread access to public WiFi. This fiber optic proposal presents an opportunity for Elizabeth to enhance economic growth, attract businesses, and improve the overall quality of life for its residents. By embracing this forward-thinking infrastructure, Elizabeth can establish itself as a technologically progressive town that prioritizes digital inclusion and embraces the limitless possibilities of the digital age.

The benefits of this proposal extend beyond the immediate future, promising a foundation for long-term sustainable development and positioning Elizabeth as a leader in connectivity and innovation.

References

- **Arrow Electronics**
Mark Endry
CTO
mark.endry@arrow.com
720-739-3420
- **Rattlesnake Fire**
Cass Kilduff
Fire Chief
cass.kilduff@rsfpd.org
720 371 0818
- **Elizabeth Stampede**
Lea Anne Russell
rodeo2022@gmail.com
- **Craft Company**
Jim Yates
303.803.7036
Jim@CraftCompaniesLLC.com
- **Smoky Hill Engineering**
Randall A. Lopez
Civil and Structural Engineer
(256) 975-7861
rlopez@smokyhilleng.com



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: October 10, 2023
SUBJECT: Adjustment to Water and Sewer Base and Consumption Rates

BACKGROUND

On January 13, 2023, Town Staff presented a memorandum to the Board of Trustees seeking to have a formal fee study performed for the water and wastewater enterprise funds. The purpose of the proposed study was to identify the appropriate rates to be charged in those enterprises, determine long-term maintenance, repairs, and capital improvements, and to make necessary financial adjustments prior to the development of Elizabeth West.

During a February 28, 2023, workshop, direction was given to obtain a rate study by a neutral third party. Colorado Rural Water Authority (CRWA) was selected to perform the study. As the Town is a member of CRWA, the rate study was secured at no cost. On June 13, 2023, Scott Thomas with CRWA provided an update to the Board of Trustees, demonstrating the underlying methodology to rate studies, provide an overview of the computer program being used to calculate rates, and providing an overview of the process.

In the months that followed, Mr. Thomas worked with Town Staff to analyze current and future capital improvement projects, long term maintenance issues, analyze current water and sewer rates, and perform those steps necessary to finalize the study. On September 26, 2023, Mr. Thomas presented his findings to the Town of Elizabeth. The study provided necessary data and information indicating that rate adjustments are required in order to meet operational revenue concerns as well as establishing identifiable revenue streams for future loan and grant applications. The proposed base and consumption fees are identified below.

ANALYSIS

With the information provided to date, combined with actual operational revenue and expenses, as well as the need to provide revenue streams for future projects, the recommended base and consumption fees are as follows:

| Water Rates $\frac{3}{4}$ " | Current Rates | Proposed Increase | Proposed Rate |
|-----------------------------|-----------------|-------------------|-----------------|
| 0-2000 gallons | \$41.41 base | 10% | \$45.56 base |
| 2,001 to 10,000 gallons | \$4.29/thousand | 12% | \$4.80/thousand |
| 10,001 to 20,000 gallons | \$6.06/thousand | 18% | \$7.15/thousand |

| | | | |
|--------------------------|------------------|-----|------------------|
| 20,001 gallons and above | \$10.10/thousand | 20% | \$12.12/thousand |
|--------------------------|------------------|-----|------------------|

| Water Rates Greater Than ¾" Taps | Current Rates | Proposed Increase | Proposed Rate |
|----------------------------------|------------------|-------------------|------------------|
| 0-20,000 gallons | \$131.30 base | 15% | \$151.00 base |
| 20,001 to 40,000 gallons | \$5.55/thousand | 15% | \$6.38/thousand |
| 40,001 to 80,000 gallons | \$8.08/thousand | 20% | \$9.70/thousand |
| 80,001 gallons and above | \$10.10/thousand | 22% | \$12.32/thousand |

A phased approach to increasing wastewater base and consumption rates¹:

| Wastewater Rates ¾" | Current Rates | Proposed Increase | Proposed Rate |
|--------------------------|------------------|-------------------|------------------|
| 0-2000 gallons | \$47.47 base | 8% | \$51.27base |
| 2,001 to 10,000 gallons | \$8.59/thousand | 10% | \$9.45/thousand |
| 10,001 to 20,000 gallons | \$10.10/thousand | 15% | \$11.61/thousand |
| 20,001 gallons and above | \$12.12/thousand | 18% | \$14.30/thousand |

| Wastewater Rates Greater Than ¾" | Current Rates | Proposed Increase | Proposed Rate |
|----------------------------------|------------------|-------------------|------------------|
| 0-20,000 gallons | \$151.50 base | 15% | \$174.23 base |
| 20,001 to 40,000 gallons | \$8.59/thousand | 15% | \$9.87/thousand |
| 40,001 to 80,000 gallons | \$9.60/thousand | 20% | \$11.52/thousand |
| 80,001 gallons and above | \$10.61/thousand | 22% | \$12.94/thousand |

Through Resolution 16R27, those businesses which operate primarily as a car wash, and are separate and distinct from any other business, have a specific rate. The following rate adjustments for wastewater in this category should be considered:

| Car Wash Wastewater | Current Rates | Proposed Increase | Proposed Rate |
|--------------------------|-----------------|-------------------|-----------------|
| 0-20,000 gallons | \$151.50 base | 15% | \$174.23 base |
| 20,001 to 30,000 gallons | \$2.02/thousand | 15% | \$2.32/thousand |
| 30,001 to 40,000 gallons | \$4.55/thousand | 20% | \$5.46/thousand |
| 40,001 gallons and above | \$5.56/thousand | 22% | \$6.78/thousand |

¹ With this phased approach, a residential base customer would expect their water and sewer base rates to increase by \$7.95/month or \$95.40/year. Under the CPI adjustment option, a residential base customer would expect their water and sewer base rate to increase by \$20.43/month or \$245.16/year.

BUDGET IMPLICATIONS

The increase in rates should provide an increase in revenue. The nature and extent of the changes are merely anticipated at this time, however, after a years' worth of data, the information gathered from this rate increase will provide the necessary feedback to fine-tune revenue for the future.

ATTACHMENTS

A resolution amending the water and wastewater base and consumption rates in the town of Elizabeth.

RESOLUTION 23R36

A RESOLUTION AMENDING THE WATER AND WASTEWATER BASE AND CONSUMPTION RATES IN THE TOWN OF ELIZABETH

WHEREAS Section 13-2-100 of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to establish water base and consumption rates by Resolution,

WHEREAS Section 13-3-140 of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to establish sewer base and consumption rates by Resolution,

WHEREAS the Board of Trustees wants to ensure that the water and wastewater systems continue to operate efficiently and effectively.

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

Section 1. The Board of Trustees sets the following water rates:

a) For users residing in the corporate limits of the Town for three-quarter inch or smaller taps:

| Water Rates ¾" | Rate |
|--------------------------|------------------|
| 0-2000 gallons | \$45.56 base |
| 2,001 to 10,000 gallons | \$4.80/thousand |
| 10,001 to 20,000 gallons | \$7.15/thousand |
| 20,001 gallons and above | \$12.12/thousand |

b) For users residing in the corporate limits of the Town for greater than three-quarter inch taps:

| Water Rates Greater Than ¾" Taps | Rate |
|---|------------------|
| 0-20,000 gallons | \$151.00 base |
| 20,001 to 40,000 gallons | \$6.38/thousand |
| 40,001 to 80,000 gallons | \$9.70/thousand |
| 80,001 gallons and above | \$12.32/thousand |

c) For cemetery users within the corporate limits of the Town, a separate agreement shall be entered into by and between the parties, upon the consent of the Board of Trustees.

d) For bulk water purchases, the rate shall be no less than \$28.00 per one thousand (1,000) gallons. Planned purchases of 50,000 gallons or more within a calendar year shall also be required to sign a bulk water purchase agreement which may include a road impact fee separate from and in addition to the water charge. Planned purchases of 50,000 gallons or more will require consent of the Town Administrator, and notification of the transaction to the Board of Trustees.

e) With the exception of bulk water, all water sold by the Town to users not within the corporate limits thereof shall be charged at two and one-half (2.5) times the above applicable in-town rates.

Section 2. The Board of Trustees sets the following sewer/wastewater rates:

a) All sewer rates except the car wash sewer rate are calculated based on the average water consumption (in gallons) for the months of December, January, and February. The rates based on that consumption go into effect with the March 1st billing and remain constant until recalculated with the following December, January, and February usage.

b) For users residing in the corporate limits of the Town for three-quarter inch or smaller taps:

| Wastewater Rates ¾" | Rate |
|----------------------------|------------------|
| 0-2000 gallons | \$51.27 base |
| 2,001 to 10,000 gallons | \$9.45/thousand |
| 10,001 to 20,000 gallons | \$11.61/thousand |
| 20,001 gallons and above | \$14.30/thousand |

c) For uses residing in the corporate limits of the Town for greater than three-quarter inch taps:

| Wastewater Rates Greater Than ¾" | Rate |
|---|------------------|
| 0-20,000 gallons | \$174.23 base |
| 20,001 to 40,000 gallons | \$9.87/thousand |
| 40,001 to 80,000 gallons | \$11.52/thousand |
| 80,001 gallons and above | \$12.94/thousand |

d) For users with a service address within the corporate limits of the Town for which a car wash is a primary, as opposed to a secondary or incidental use as determined by the Town Administrator and which is metered separately from any other use or business. This rate will be billed based on monthly water usage rather than the winter month average method:

| Car Wash Wastewater | Rate |
|----------------------------|-----------------|
| 0-20,000 gallons | \$174.23 base |
| 20,001 to 30,000 gallons | \$2.32/thousand |
| 30,001 to 40,000 gallons | \$5.46/thousand |
| 40,001 gallons and above | \$6.78/thousand |

e) Except as set forth by separate agreement approved by the Board of Trustees, users not within the corporate limits of the Town shall be charged at double the applicable in-Town rate.

Section 3. This Resolution shall become effective January 1, 2024.

PASSED, APPROVED, and ADOPTED this 10th day of October 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



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
 FROM: Patrick Davidson, Town Administrator
 DATED: October 10, 2023
 SUBJECT: Resolution Amending Water, Sewer, and Renewable Water Resource Tap Fees

BACKGROUND

On January 13, 2023, Town Staff presented a memorandum to the Board of Trustees seeking to have a formal fee study performed for the water and wastewater enterprise funds. The purpose of the proposed study was to identify the appropriate rates to be charged in those enterprises, determine long-term maintenance, repairs, and capital improvements, and to make necessary financial adjustments prior to the development of Elizabeth West.

During a February 28, 2023, workshop, direction was given to obtain a rate study by a neutral third party. Colorado Rural Water Authority (CRWA) was selected to perform the study. As the Town is a member of CRWA, the rate study was secured at no cost. On June 13, 2023, Scott Thomas with CRWA provided an update to the Board of Trustees, demonstrating the underlying methodology to rate studies, provide an overview of the computer program being used to calculate rates, and providing an overview of the process.

In the months that followed, Mr. Thomas worked with Town Staff to analyze current and future capital improvement projects, long term maintenance issues, analyze current water and sewer rates, and perform those steps necessary to finalize the study. On September 26, 2023, Mr. Thomas presented his finding to the Town of Elizabeth. The study provided necessary data and information indicating that fee adjustments are required in order to meet both operational and capital demands, and requiring adjustments to the water tap fees, sewer tap fees and the renewable water resource tap fees.

ANALYSIS

With the information provided to date, combined with anticipated repairs to the system in the future, the following water tap fee should be considered:

| Water Tap Fees | Current Tap Fee | Adjusted Tap Fee ¹ |
|---|-----------------|-------------------------------|
| Single Family Residential | \$9,397.73 | \$15,506.25 |
| Multi-Family Res (1 st unit) | \$9,397.73 | \$15,506.25 |
| Multi-Family (Addl unit) | \$6,641.45 | \$11,629.69 |

¹ The rate established in this category should continue to be adjusted to reflect CPI in January and July of each calendar year as established in Resolution 22R31.

| | | |
|-------------------------|-------------|--------------|
| Commercial ¾" tap | \$8,853.55 | \$20,623.31 |
| Commercial 1" tap | \$11,804.74 | \$25,895.44 |
| Commercial 1.5" tap | \$17,707.11 | \$36,129.56 |
| Commercial 2" tap | \$23,609.48 | \$72,414.19 |
| Commercial 3" tap | \$47,218.95 | \$108,543.75 |
| Commercial > 3" minimum | TBD | \$139,556.25 |

In regard to wastewater tap fees, the calculation of the tap fee is tied directly to the nature of the proposed development. The Town has a table by which the wastewater rate is determined based on the Equivalent Residential Unit (EQR). In this instance, the current EQR is set at \$9,397.73 for a single-family residence. The EQR rate should likely be increased to \$13,180.31. With this adjustment to the EQR rates, the tap fee adjustments will then be applied to make proportional adjustments based on the specific business or residential categories.

In looking to the need to conserve water in Elizabeth, combined with the recommendations in the Water and Sewer Master Plan to focus on renewable water resources, revisions to the renewable water resource fee should be considered. The renewable water fee is currently set at \$1,292.13 per water tap. Adjustments are proposed as follows:

| Renewable Water Fee | Current Fee | Adjusted Fee |
|---|-------------|--------------|
| Single Family Residential | \$1,292.13 | \$6,977.81 |
| Multi-Family Res (1 st unit) | \$1,292.13 | \$6,977.81 |
| Multi-Family (Addl unit) | \$1,292.13 | \$5,233.36 |
| Commercial ¾" tap | \$1,292.13 | \$9,280.49 |
| Commercial 1" | \$1,292.13 | \$11,652.95 |
| Commercial 1.5" tap | \$1,292.13 | \$16,258.30 |
| Commercial 2" tap | \$1,292.13 | \$32,586.38 |
| Commercial 3" tap | \$1,292.13 | \$48,844.69 |
| Commercial > 3" minimum | \$1,292.13 | \$62,800.31 |

STAFF RECOMMENDATION

Staff recommends implementing the recommendations of the study and making the initial adjustments to the water tap fee, sewer/wastewater tap fee and the renewable water resource fee in the amounts identified herein.

BUDGET CONSIDERATIONS

The adjustments to the tap fees should assist in making necessary adjustments to rates in the future, allow for the structuring of planned maintenance, and solidify the water and wastewater funds for future loans and matching grants.

ATTACHMENTS

Resolution Amendment the Water and Sewer Tap Fees and the Renewable Water Resource Fee in the Town of Elizabeth

RESOLUTION 23R37

A RESOLUTION AMENDING THE WATER AND SEWER TAP FEES AND THE RENEWABLE WATER RESOURCE FEE IN THE TOWN OF ELIZABETH

WHEREAS Section 13-2-140 of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to establish a water tap fee schedule by Resolution,

WHEREAS Section 13-3-40 of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to establish a sewer tap fee schedule by Resolution,

WHEREAS Section 13-4-100 of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to establish a fee to help defray the cost incurred by the Town in the acquisition and development of renewable water sources; and

WHEREAS the Board of Trustees want to ensure that the water and wastewater systems continue to operate efficiently and effectively.

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

Section 1. The Board of Trustees amends its schedule for water and sewer development fees and tap fees as follows:

- a) For water tap fees within the corporate limits of the Town of Elizabeth:

| Water Tap Fees | Tap Fee |
|---|----------------|
| Single Family Residential | \$15,506.25 |
| Multi-Family Res (1 st unit) | \$15,506.25 |
| Multi-Family (Addl unit) | \$11,629.69 |
| Commercial ¾" tap | \$20,623.31 |
| Commercial 1" tap | \$25,895.44 |
| Commercial 1.5" tap | \$36,129.56 |
| Commercial 2" tap | \$72,414.19 |
| Commercial 3" tap | \$108,543.75 |
| Commercial > 3" minimum fee | \$139,556.25 |

- b) For sewer tap fees within the corporate limits of the Town of Elizabeth: \$13,180.31 per Equivalent Residential Unit (EQR) previously established.
- c) Except as set forth by separate agreement approved by the Board of Trustees, sewer tap fees not within the corporate limits of the Town shall be charged at double the applicable in-Town rate.

- d) There is imposed a renewable water resource fee per water tap, as a condition to connect to the municipal water system as follows:

| Renewable Water Resource Fee | Amount Required |
|---|------------------------|
| Single Family Residential | \$6,977.81 |
| Multi-Family Res (1 st unit) | \$6,977.81 |
| Multi-Family (Addl unit) | \$5,233.36 |
| Commercial ¾" tap | \$9,280.49 |
| Commercial 1" | \$11,652.95 |
| Commercial 1.5" tap | \$16,258.30 |
| Commercial 2" tap | \$32,586.38 |
| Commercial 3" tap | \$48,844.69 |
| Commercial > 3" minimum | \$62,800.31 |

Section 2. Effective upon adoption of this Resolution, the water and sewer tap fees and the renewable water resource fee shall be increased on the 1st day of each year and the 1st day of July each year in an amount equal to the Consumer Price Index (CPI) for the Denver-Aurora-Lakewood Area. Any such amendment in fees shall be published by the Town on the Town website and be available to the public upon request.

Section 3. This Resolution shall become effective upon passage.

PASSED, APPROVED, and ADOPTED this 10th day of October 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



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: October 10, 2023
SUBJECT: IGA Regarding Wastewater Services with the Elizabeth School District

BACKGROUND

Through Resolution 19R26, the Town of Elizabeth entered into an Intergovernmental Agreement to provide wastewater services to the Elizabeth School District at Singing Hills Elementary School. The agreement was made effective April 9, 2019, for a term of three (3) years. While the Agreement has since lapsed, the Town has continued to provide services accordingly. It is time for a new Agreement with updated terms and conditions.

ANALYSIS

The Elizabeth School District approved the new IGA on September 11, 2023. The new Agreement is for an additional 3 years, but contains an automatic renewal with an adjusted price increase for the Town's services. In addition, the new rates paid to the Town are as follows:

- Flat rate of \$1,800/month for up to 10 hours per month including travel time.
- Emergency or additional hours at \$45/hour.
- Reimbursement to the Town of direct costs, water quality testing, etc.
- The Town absorbs up to \$5,000/year in materials, supplies, equipment, and disposables.

Under the revised and updated Agreement, the Town can continue to provide services to Singing Hills Elementary School at cost.

STAFF RECOMMENDATION

Staff recommends the Board of Trustees accept and adopt the IGA already executed on behalf of the Elizabeth School District.

BUDGET CONSIDERATIONS

Because the IGA is designed to be revenue-neutral, there are no specific budget implications.

ATTACHMENTS

Intergovernmental Agreement Regarding Wastewater Services
Resolution Approving an Intergovernmental Agreement Regarding Water and Wastewater Services Between the Town of Elizabeth and the Elizabeth School District

RESOLUTION 23R38

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING WATER AND WASTEWATER SERVICES BETWEEN THE TOWN OF ELIZABETH AND THE ELIZABETH SCHOOL DISTRICT

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 Intergovernmental Agreement Regarding Water and Wastewater Services between the Town of Elizabeth and the Elizabeth School District attached hereto as **Exhibit A** and authorizes the Mayor to execute the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this 10th day of October 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 REGARDING WASTEWATER SERVICES
(Town of Elizabeth and the Elizabeth School District)

EXHIBIT A

1. The Town will permit its Wastewater Treatment Facility Operator ("Operator") to operate and maintain the District's Wastewater Treatment Facility (WWTF) to ensure its proper operation in processing and breakdown of all waste with the upkeep of all equipment to ensure the sufficient and proper cleanliness of the WWTF, including but not limited to, preparation of chemical treatment of the system; calibrate, repair and troubleshoot the treatment system; report system issues; maintain cleanliness of all manholes and cleanouts; locate all wastewater lines; and perform other related tasks as the position and wastewater system workings should dictate with regard to the overall proactive management of the wastewater system. Furthermore, Operator will sample discharge and timely file the required reports with the Colorado Department of Public Health and Environment ("CDPHE"). In doing so, the Operator will help ensure compliance with the CDPHE Permit and to provide the best quality of maintenance and operation of the District's WWTF.

2. Operator will also manage and provide oversight of the school's Potable Water System. This includes the same duties and responsibilities as the Operator of the WWTF, as applicable.

3. Be on call and available for any and all visits from and by representatives of and from CDPHE, the Elbert County Health Department, as well as any and all other governmental agencies for on-site, chemical and administrative inspections of the WWTF, any and all other facilities as well as equipment and those of emergency measures relating to the proper operation and function of the total wastewater system, as well as being available and ready to answer all inquiries from representatives of these and other agencies, whether such inquiries are verbal, written or follow on in nature regarding the WWTF.

4. Advise, in a timely fashion, the District's Coordinator of Operations and Maintenance on all matters involving the WWTF, overall wastewater treatment system and the freshwater system, making appropriate and timely recommendations to the same for the potential and probable purchase of parts, material(s), equipment and other related items to avoid possible down time.

5. The Operator shall comply with all applicable state and federal statutes and regulations governing WWTF and Potable Water Operations.

6. Operator agrees to keep all books, accounts, reports, files, and other records related to this Agreement for five (5) years after termination or expiration of this Agreement, or in the alternative, may provide all documents to the District Coordinator of Operations and Maintenance.

INTERGOVERNMENTAL AGREEMENT REGARDING WASTEWATER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT REGARDING WASTEWATER SERVICES (the "Agreement") is made and entered into this 11th day of September 2023, by and between the Town of Elizabeth, a statutory town of the State of Colorado (the "Town"), and the Elizabeth School District, a political subdivision of the State of Colorado (the "School District") (collectively, the "Parties," and each individually a "Party").

WHEREAS the Town's Public Works Department provides water, wastewater, and transmission and treatment services in accordance with its rules and regulations; and

WHEREAS, the School District owns and operates Singing Hills Elementary School, which is located at 41012 Madrid Drive, Parker, Elbert County, Colorado 80138 (the "School Site"); and

WHEREAS the legislature of the State of Colorado adopted C.R.S. § 29-1-203 to authorize and enable governmental entities to enter into cooperative agreements, and the Parties intend this Agreement to constitute such an intergovernmental agreement; and

WHEREAS, the Town, has the required professional skills, personnel and technical resources, and has agreed to provide the Services on the terms and conditions set forth in this Agreement; and

WHEREAS the School District and the Town desire to establish the terms and conditions for the treatment of School District potable water and wastewater in accordance with the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term. The Town will commence performing the Services described herein first set forth above ("Effective Date"). Unless terminated as provided herein, the term of this Agreement shall be three (3) years from the Effective Date. The parties may elect to renew this Agreement for one (1) additional three (3) year term, subject to a price adjustment and increase of three percent (3%) for any additional term.

2. Responsibilities of the Town.

a. Potable and Wastewater Services. The Town shall perform the potable and wastewater services set forth in the attached Exhibit A at the School Site, which hereinafter shall collectively be referred to as the "Services".

b. Personnel. The Town shall employ qualified and experienced personnel as are required to carry out the performance of the Services. The Town shall abide by all School District policies and procedures, including without limitation, those related to the prohibited use and/or possession of alcohol, tobacco or firearms on School District grounds. The School District policies are available at <https://www.elizabethschooldistrict.org/Page/258>, and should the School District amend such applicable policies, the School District shall notify the Town within thirty (30) days of the School District's approval of any such amendments. The Town shall at all times strictly enforce this prohibition among its own employees, agents or subcontractors and their employees, agents or subcontractors.

c. Records. The Town (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with industry accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof, and (ii) shall permit the School District or its designated representatives periodically to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the School District.

d. Standards. The Town shall perform all Services in a diligent, safe, and workmanlike manner, using its best skill and judgment pursuant to the standards, techniques and practices used in the wastewater industry for the Services. The Town represents that the work performed will be in conformance with all applicable laws, statutes, rules, regulations, ordinances, codes and orders of any governmental bodies, agencies, authorities and courts and all equipment, machinery, materials, and methods are safe and effective. If the Town's performance does not conform to such standards and School District notifies Town of same, the Town agrees to immediately take all action necessary to remedy the nonconformance. Any costs incurred by Town to correct such nonconformance shall be at the Town's sole expense.

3. Responsibilities of the School District.

a. School District Representative. The School District appoints its facilities coordinator as the individual who has responsibility for the day-to-day management of the Town's performance of the Services. The School District further agrees to commit and approve expenditures to a level commensurate with the Town's obligations to implement the Services successfully. The School District representatives shall cooperate and not interfere with the Town's employees or contractors in their execution of their duties or in the Town's day-to-day management of the Services.

b. Access to School Property. The School District shall make available to the Town and its authorized employees and contractors, access to the School Property that is required for the performance of the Services.

4. Rates, Charges, and Billing.

a. The School District agrees to pay the Town for water and wastewater treatment services at a rate of one thousand, eight hundred dollars (\$1,800.00) per month ("Rate"). Any adjustment in the Rate made during the term of this Agreement shall be in the form of an

amendment to this Agreement, signed by each of the parties hereto, and shall become a part of this Agreement. This rate shall be subject to the rate adjustment established under Section 1, should the contract be extended to an additional term. The parties envision that the services to be provided herein shall not exceed ten (10) hours per month, including travel time. In the event additional or emergency labor is required, the School District agrees to reimburse the Town at the rate of forty-five dollars (\$45.00) per hour.

b. In addition, the School District shall reimburse the Town for the direct costs associated with Water and Sewer Water Quality Testing, Engineering and other Professional Services. Any such reimbursement shall be made by the School District upon receipt of appropriate documentation of the costs incurred by the Town.

c. Unless otherwise expressly stated in this Agreement, licenses, materials, supplies, equipment, and reimbursables shall be incorporated into the monthly charge, in an amount not to exceed five thousand dollars (\$5,000.00) per year. In the event those expenses detailed in this paragraph exceed five thousand dollars (\$5,000.00), the School District agrees to reimburse these additional costs upon receipt of appropriate documentation of the costs incurred by the Town.

d. The School District will pay the Rate on or before the 10th day of each month during the term of this Agreement. All payments under Section 4(b) and 4(c) shall be made only after all reports pursuant to Section 2(c) required prior to the statement have been submitted by the Town and approved as satisfactorily by the School District.

5. Indemnification. Each Party to this Agreement shall be responsible to the fullest extent allowed under Colorado law for its own negligence, and the negligence of its employees acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Town or the School District of its governmental and sovereign immunities, as an express or implied acceptance by the Town or the School District of liabilities arising as a result of actions that lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or as the assumption by any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. The Town and the School District are liable for breach of contract in the same manner as any private party would be under Colorado law under the same or similar circumstances. The Town shall obtain and keep in full force and effect during the term of this Agreement general liability and property damage insurance covering its actions and activities permitted under this Agreement in an amount at least equivalent to Town's liability under the Colorado Governmental Immunity Act, as amended from time to time. A certificate of insurance will be provided at the request of the School District.

6. Termination.

a. Termination With Cause. This Agreement may be terminated by the School District upon not less than ten (10) days' written notice should the Town fail to perform in accordance with the terms of this Agreement through no fault of the School District. Subject to the ability of the Town to terminate this Agreement for convenience pursuant to Section 6(b) of

this Agreement, the Town shall not terminate this Agreement, without the written consent of the School District; provided, however, that if the School District fails to make payment when due, the Town may, upon ten (10) days' written notice to the School District, suspend performance of Services and, unless payment is received by the Town within (10) days of the date of the notice, the suspension shall take effect without further notice.

b. Termination For Convenience. This Agreement may be terminated by either Party at any time and without cause by giving ninety (90) days' prior written notice to the other Party of such termination.

c. Effect of Termination. Upon such termination, all rights and obligations of the Parties set forth in this Agreement shall terminate and be of no further force and effect, unless expressly stated otherwise, and all potable and wastewater obligations and ongoing Town monitoring shall be governed by applicable ordinances, policies, and practices in effect at the time. The Town shall be compensated for all services successfully performed through the effective date of termination.

7. Independent Contractor. The Town understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between the Town and the School District. The Town shall perform all Services using its judgment and expertise as an independent contractor and not as an employee of the School District. Neither the Town nor any agent or employee of the Town shall be an agent or employee of the School District nor shall any of them have any authority, express or implied, to bind the School District to any agreement or incur any liability or obligation attributable to the School District. The Town acknowledges that it is not entitled to workers' compensation or other benefits from the School District and that the Town is obligated to pay federal and state income tax on any moneys earned from the School District pursuant to this Agreement.

8. Dispute Resolution. In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in good faith to resolve such dispute. In the event such efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, either party may elect to submit the dispute to the mediation before the Judicial Arbiter Group or other independent mediation service. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. Either party may elect to pursue litigation for any dispute arising under this Agreement at any time.

9. Immunities. Notwithstanding anything in this Agreement to the contrary, the parties retain all of their rights and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. *et seq.*

10. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

11. Counterparts: Electronic Copy. This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which

together will constitute a single agreement. An electronic copy of this Agreement executed by one of the Parties hereto will be accepted as a copy of this Agreement originally executed by such Party.

12. Governing Laws and Venue. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Colorado. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the District Court for Elbert County, Colorado. Each Party hereby consents to the exclusive personal jurisdiction and venue of the Elbert County District Court.

13. Rule of Ambiguities. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

14. Binding Agreement. This Agreement shall inure to and be binding on the heirs, successors, and permitted assigns of the Parties hereto.

15. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any subsequent default hereunder.

16. Authority to Enter into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

17. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with cause of action in favor of, or claim for relief for, any third-party, including any agent, consultant or sub-consultant or contractor of a Party. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

18. No Agency or Other Relationship. This Agreement is not intended to create any partnership or agency between the Parties.

19. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

20. No Assignment. This Agreement may not be assigned by the Town without the School District's prior written consent.

21. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of either party not to be performed during the

current fiscal year are subject to annual appropriation.

22. Notice. All notices, consents or other instruments or communications provided for under this Agreement will be in writing, signed by the party giving the same, and will be deemed properly given and received (a) when actually delivered and received personally, by messenger service, by fax or telecopy delivery; (b) upon confirmation of delivery if sent by an overnight courier service such as Federal Express or United Parcel Service; (c) three business days after deposit in the United States mail, by registered or certified mail with return receipt requested; or, (d) upon acknowledgement of receipt if sent by e-mail. All such notices or other instruments will be transmitted with delivery or postage charges prepaid, addressed to the party at the address below for that party or to such other address as such party may designate by written notice to the other parties:

School District: Superintendent of Elizabeth School District
P.O. Box 610
Elizabeth, CO 80107

Town: Town Administrator
Town of Elizabeth
P.O. Box 159
Elizabeth, CO 80107

IN WITNESS WHEREOF, the Parties hereto have duly executed this AGREEMENT on the date(s) set forth below.

ELIZABETH SCHOOL DISTRICT, a political subdivision of the State of Colorado



Board of Education President

09/11/2023

Date

ATTEST:



Board of Education Secretary

TOWN OF ELIZABETH, a statutory Town of the
State of Colorado

Nick Snively, Mayor, Town of Elizabeth

Date

ATTEST:

Michelle Oeser, Town Clerk



October 10, 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. Staff has met with both the HAB and MSBOD to get feedback on the guidelines.
- 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. In addition, two (2) HAB members and two (2) staff will be traveling to a community with a recently implemented historic district to get feedback from that community's staff and business owners about the process, overcoming contention, and feedback since implementation.
- The HAB held the Walk and Talk on 09/30/2023. The lunch was held on the Gesin Lot following the walking tour. There were around 80 people in attendance for the event and the new Town speakers worked well. The Town appreciates Jeff Lehman's ongoing assistance with this event to present the talk.
- The HAB will be starting their Oral History program in the coming weeks.
- The MSBOD held the 5k and Family Color Run on 09/23/2023. There was a street festival on Main Street from 8am – Noon as part of the event. Just over 200 people signed up to run in the 5K and Color Run.
- The Planning Commission has completed their Planning Commissioner Training series from the American Planning Association. They have also completed their Referral Agency Training Series.
- 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.
- Wine in the Pines is scheduled for October 7th and is on track to exceed sign-ups from last year.
- Zach Higgins and Alex Cramer attended the Colorado American Planning Association Conference in Colorado Springs from 09/27/2023 through 09/29/2023.

Town Clerk – Michelle Oeser


- October 28th is the Annual Elizabeth Area Chamber of Commerce Harvest Festival, rebranded Boo Bash on Main & Trick or Treat Street. The Board has a booth space for this event. The times this year are from 10:00 am to 3:00 pm.

- Allison is at the Caselle Conference this week. Our credit card processing company, iCloud, asked Allison to speak again at the conference and are paying for her conference expenses. Allison will be attending Caselle training as well as speaking for iCloud.
- Harmony and I will be attending the Fall Municipal Clerk's Conference the third week of October. Board packets may not go out until Friday October 20th due to the conference schedule.
- The first Birthday Bash / Movie Night went well; however, it had a low turnout. I believe this is due to the rescheduling of the event. If the Board chooses to move forward with having this event again next year, we will want to look for a date and time that works with both the sunset and the weather.
- I would like to thank James for getting and putting all the firepits out before the event, as well as finding two additional propane tanks so that we could use all 8 firepits.
- At this time, we have received two groups interested in having their logos put on the Senior Bags.
- As of October 5, 2023, the Clerk has not received any inquiries or applications for the open Board seat.

Police – Chief Engel

 See attached report

Public Works and Utilities – Mike DeVol

 See attached report



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

09/17/2023 to 09/30/2023



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 **09/17/2023 at 12:01 a.m. to 09/30/2023 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:

09/17/2023 to 09/30/2023

Total Calls for Service:

215

Traffic Stops:

| Total Stops: | Penalty Assessments: | Written Warnings: | Verbal Warnings: | Assists to Other Agencies |
|--------------|----------------------|-------------------|------------------|---------------------------|
| 32 | 11 | 21 | 0 | 0 |

Parking Violations:

| Total Parking Violations: | Parking Citations: | Parking Written Warnings: | Parking Verbal Warnings: |
|---------------------------|--------------------|---------------------------|--------------------------|
| 3 | 0 | 1 | 2 |

Other Calls for Service:

| Call Type: | Number of Calls: |
|---------------------------|------------------|
| 911 Landline | 1 |
| 911 Rapid SOS | 1 |
| Alarm-Business burglary | 4 |
| Assist to Fire Department | 1 |
| Assist to Other Agency | 1 |
| Business Check | 9 |
| Child Custody | 3 |
| Citizen Assist | 5 |
| Citizen Contact | 6 |
| Crime Prevention | 5 |
| Criminal Mischief | 3 |
| Disturbance | 2 |



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

09/17/2023 to 09/30/2023

| | |
|--|----|
| Drunk Subject | 1 |
| Domestic Violence Physical | 1 |
| Drug Offense | 1 |
| Follow Up | 29 |
| Harassment | 6 |
| Increased Patrol | 34 |
| Informational Report | 3 |
| Medical Assist | 8 |
| Menacing | 1 |
| Motorist Assist | 3 |
| Municipal Ordinance Violation | 7 |
| Motor Vehicle Accident with Property Damage | 4 |
| Motor Vehicle Accident with Unknown Injuries | 2 |
| Noise Complaint | 1 |
| Parking Complaint | 3 |
| Racing | 1 |
| Restraining Order Violation | 1 |
| School Education | 4 |
| Special Assignment | 1 |
| Suspicious Circumstance | 3 |
| Suspicious Vehicle | 5 |
| Theft | 3 |
| Traffic Complaint | 4 |
| Traffic Hazard | 2 |
| Traffic Stop | 32 |
| Vehicle Trespass | 1 |
| VIN Verify | 10 |
| Warrant Arrest | 1 |
| Welfare Check | 2 |



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

09/17/2023 to 09/30/2023

Open Patrol Division Criminal Investigations:

| Case Number: | Call Type: | Details: |
|--------------|--------------------------------|---|
| 23-2040 | Burglary | Investigation of a burglary at a local business. |
| 23-2917 | Death | Investigation into an unattended death. |
| 23-3265 | Child Abuse | Investigation into child abuse. |
| 23-4364 | Sex Offense | Investigation into a sex offense involving minors. |
| 23-4444 | Motor Vehicle Accident | Investigation of a hit and run accident in Town. |
| 23-4493 | Sex Offense | Investigation into sexual offenses and child abuse in Town. |
| 23-4635 | Burglary and Criminal Mischief | Investigation of a burglary at a residence. |
| 23-4774 | Burglary | Investigation of a burglary at a local business. |
| 23-4745 | Theft | Investigation of a theft at a local business. |



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

09/17/2023 to 09/30/2023

Open Community Services Division Municipal Ordinance Violations:

| Case Number: | Call Type: | Notes: |
|--------------|------------------|--|
| 23-3106 | Weed Control | Investigation of weed control on a property in Town. |
| 23-4245 | Weed Control | Investigation of weed control on a property in Town. |
| 23-4373 | Animal Complaint | Investigation into animal offenses at a residence in Town. |
| 23-4730 | Weed Control | Investigation of weed control on a property in Town. |

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



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

09/17/2023 to 09/30/2023

Closed Case/Incident Reports:

| Case/Incident Number: | Call Type: | Details: |
|-----------------------|---|--|
| 23-4536 | Motor Vehicle Accident | EPD responded to a private property crash. The at fault driver was identified and an accident report was completed. |
| 23-4608 | Motor Vehicle Accident | EPD responded to a two-vehicle crash. The at fault driver was issued a municipal summons for a traffic offense. |
| 23-4060 | Fraud | EPD concluded an investigation involving contractor fraud. The victim did not cooperate with the investigation, and the case was closed. |
| 23-4636 | Harassment | EPD responded to a local school on a report of harassment. After investigation, there was not probable cause that a crime had occurred. |
| 23-1866 | Fraud | EPD concluded an investigation into fraud and theft. After all investigative leads had been exhausted, no suspects were identified. |
| 23-4735 | Sex Offense | EPD responded to a reported sex offense. The case was turned over to the 18 th Judicial District Investigations Division for investigation. |
| 23-4737 | Assist to Elbert County Sheriff's Office (ECSO) | EPD responded to assist ECSO on a reported theft at a local business. |
| 23-4656 | Domestic Violence | EPD investigated a cold domestic violence call. After investigation, there was not probable cause to prove a crime had occurred. |



TOWN OF ELIZABETH POLICE DEPARTMENT

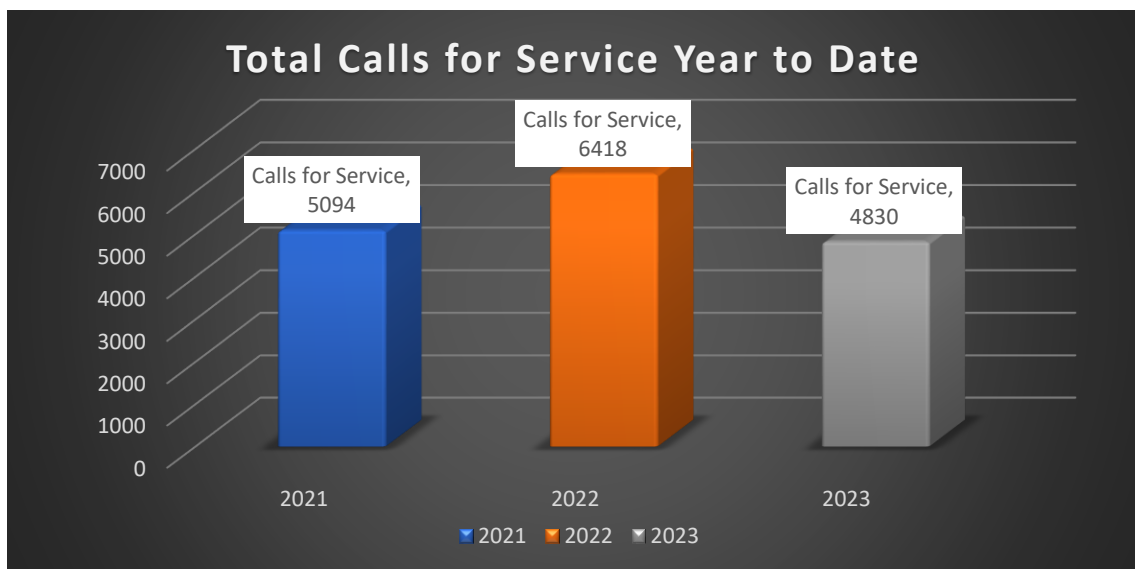
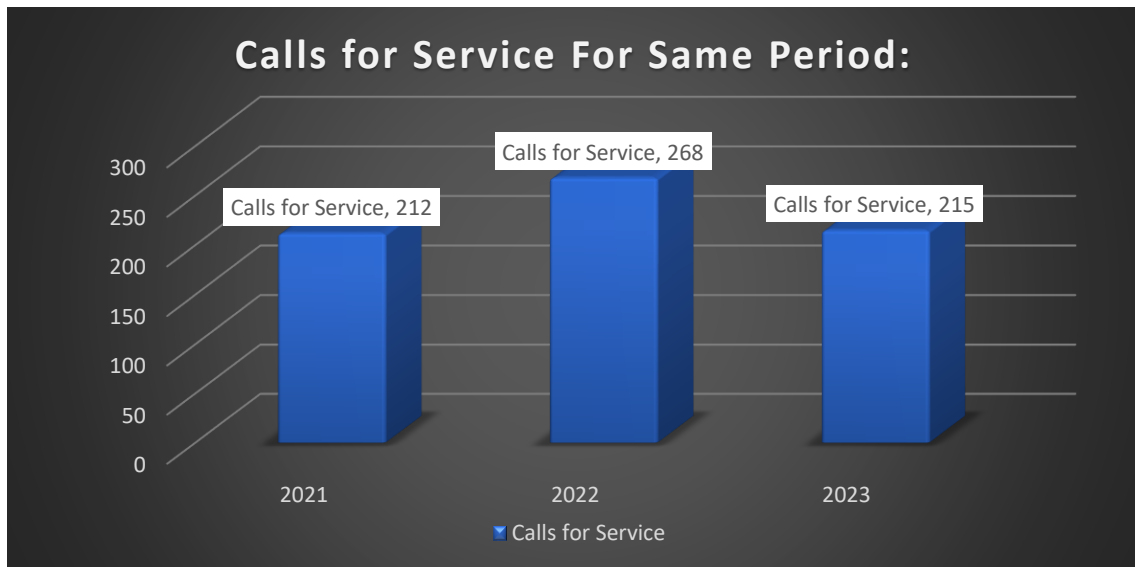
JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

09/17/2023 to 09/30/2023

Historical Data:





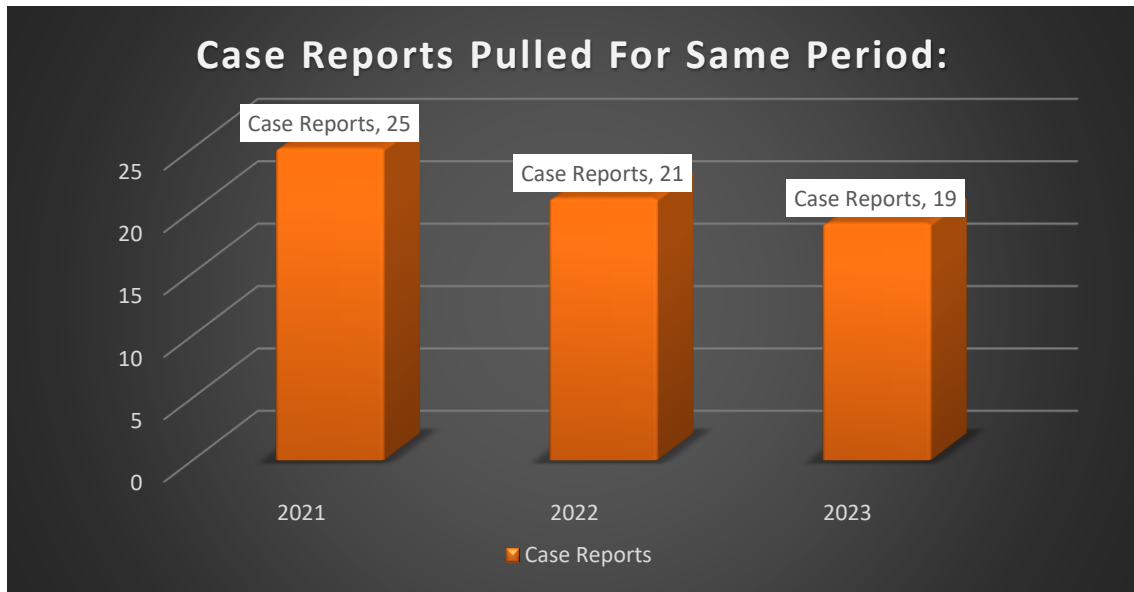
TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

09/17/2023 to 09/30/2023





TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: October 10, 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-October.

***Town Main St. Decorations:**

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

***Town Wells, Tanks and Effluent:**

1. Tap Fees and Rate Fees are in a separate portion of the Board Report.
2. October 24th is the next Water report period.

*** Town Water Line Emergency Repair:**

1. 3 Emergency Shut offs in the Gold Creek Valley/Ritiro subdivision have taken place in the last 2 weeks. PW has asked the supplier of the Meter Yokes to change their suppliers as the yokes have all faltered in the same general area of copper and brass castings. (Bad Batch of Yokes)

***Town Hall/ Repairs/ Landscaping Plan:**

1. Stucco repairs and painting have been begun and will continue until completed.

***Town Walkway Repairs:**

1. PW will be replacing sidewalks, curb, and gutters at 12 locations throughout town over the next 3 weeks.

*** Town Snow Plowing and Street Sweeping:**

1. PW is actively searching for a Newer Street Sweeper for purchase in 2023.
2. Town Trucks are fully prepared for the upcoming snow season.
3. Truck Plows and trucks have had maintenance and preparedness checks performed.
4. Salt Sand has been stockpiled for this season.

***Town New Wells at Ritiro/Gold Creek Valley:**

1. The new Wells building is complete except for phone and internet communications with Comcast. Comcast has our work order and will install asap.
2. Landscaping will take place in the Spring (May) of 2024 due to the impending weather. PW will work with



- the 4 adjacent property owners for their approval of the landscape sketch to ensure that we conceal as much of the building as possible from their views.
3. The Back-up Generator is installed and tested for normal operations.

*Town Trail Project:

1. 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 100% complete.
3. Project will be completed October 10th after Switch over of equipment.
4. Walk through and punch list has been completed along with 4-hour Automation run test with No Issues.

*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. NO CHANGES AS OF THIS REPORT-On going Project/ 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) 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.



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. The Main St 5K run went extremely well for the first year. PW received several calls of Thanks! From business owners for PW participation for set-up and tear-down.

*Town Parks and Right of Way (ROW):

1. Porta-Potty will remain at Bandt Park parking area for the Winter season.
2. Bandt Park restrooms are closed for the season due to cold temps moving in.

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.
11. PW is completing Lead and Copper testing per CDPHE guidelines for 2023.

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



TOWN OF ELIZABETH

STUDENT LIAISON



TO: Honorable Mayor and Board of Trustees
FROM: Shaye Lovato, Student Liaison
DATE: October 4, 2023
SUBJECT: Student Liaison Report

As always, Elizabeth High is staying busy and having fun!

- Elizabeth Police Department students enjoy weekly Wednesday classes 4pm-8:30pm.
- Volleyball, softball, soccer, and football games taking place throughout the week (see below).
- Cheerleading, gymnastics, flag football, and cross country practices have also been taking place five to six days a week.
- There is a bonfire on the school lawn Thursday, 10/5. (Good job Elizabeth Fire Department!)
- Homecoming and its parade were a big topic for lots of school clubs and organizations. The parade will begin at 1:00 on October 6th.
 - TSA, FBLA, SkillsUSA, and FCCLA are all on one large shared float.
 - Individual sports also have their own trucks and trailers.
 - Legacy and Elizabeth Middle School will also be participating in the parade.
- Spirit Week themes and games are as follows:
 - Monday, 10/2 -Mandalay Bay.
 - Tuesday, 10/3 -Hard Rock. Varsity Softball (Senior Night) @ 3:30pm against TCA and C/JV/Varsity Volleyball @ 4:00pm against Mitchell
 - Wednesday, 10/4 - Circus Circus. JV/Varsity Soccer @ 4:00pm against Mitchell
 - Thursday, 10/5 - Bellagio. C/JV/Varsity Volleyball @ 4:00pm against TCA
 - Friday, 10/6 - Cardinal Colors (school tradition). JV/Varsity Softball @ 3:30pm against Mead and Varsity Football Game @ 7:00pm against Kent Denver
- The halls and ceilings were decorated by STUCO. They did a fantastic job.
- The homecoming dance takes place at EHS from 7-11pm Saturday night. The theme is “Wild Card\$”.
- A large majority of our student body is taking part in spirit week activities, which proves school morale is high and the excitement for homecoming is higher than ever before.



**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
SEPTEMBER 11, 2023**

CALL TO ORDER

The Regular Meeting of the Historic Advisory Board was called to order on Monday, September 11, 2023, at 4:32 PM by Chair John Quest.

ROLL CALL

Present were Chair John Quest, Vice Chair Aimee Woodall, and Historian Bob Rasmussen. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Planner/Project Manager Alexadra Cramer, Town Clerk Michelle Oeser, and Community Development Administrative Assistant Dianna Hiatt.

AGENDA CHANGES

There were no changes to the agenda as presented.

UNSCHEDULED PUBLIC COMMENT

There was no unscheduled Public Comment.

CONSENT AGENDA

1. Regular Minutes of August 7, 2023

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to approve the Consent Agenda as presented.

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

NEW BUSINESS

2. Discussion regarding Historic Advisory Board Candidates

Staff provided a report. Audra Kirk's introduced herself and discussed her background and interest in being on the Historic Advisory Board.

Discussion followed and the Board welcomed Audra.



3. Discussion regarding the Historic Plaques

Staff provided a report, discussion followed.

4. Discussion regarding the Historic Plaques

Staff provided a report, discussion followed.

5. Discussion regarding the Certified Local Government

Lindsey Flewelling, Ph.D., Certified Local Government (CLG) Coordinator introduced herself to the Board and gave an overview of her program.

STAFF REPORTS

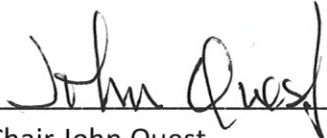
- Ms. Cramer gave an update on the oral history project.
- Discussion followed on the project.
- Ms. Cramer had a discussion on the upcoming Walk and Talk.

BOARD REPORTS

There were no Board reports presented.

ADJOURNMENT

Motion by Historian Rasmussen, and seconded by Vice Chair Woodall, to adjourn the meeting at 5:42 PM. The vote of those Board Members present was unanimously in favor. Motion carried.



Chair John Quest



Town Clerk Michelle Oeser

