



TOWN OF ELIZABETH

WORKSHOP
DISCUSSION ON SENIOR PROGRAM
Tuesday, February 8, 2022, at 6:30 pm
Town Hall, 151 S. Banner Street

TOWN OF ELIZABETH
BOARD OF TRUSTEES REGULAR MEETING
Tuesday, February 8, 2022, at 7:00 PM
Town Hall, 151 S. Banner Street

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

AGENDA CHANGES

CONSENT AGENDA

- [1.](#) Minutes of the Regular Meeting of January 25, 2022

NEW BUSINESS

- [2.](#) Discussion and possible action on Resolution 22R07, a Resolution accepting the Conveyance of Certain Roadway Property from the Board of County Commissioners of Elbert County to the Town - Patrick Davidson
- [3.](#) Discussion and possible action on Resolution 22R08, a Resolution approving the Colorado Regional Opioid Intergovernmental Agreement between the Town of Elizabeth and Various other Governmental entities located in Region 4 of the State of Colorado as defined in the Colorado Opioid Memorandum of Understanding - Patrick Davidson

MANAGEMENT MONITORING REPORTS

- [4.](#) Management Monitoring Reports

BOARD OF TRUSTEES REPORTS

STUDENT LIAISON REPORT

- [5.](#) Student Liaison Report

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

MINUTES

- [6.](#) Minutes of the Regular Historic Advisory Board Meeting of January 6, 2022
- [7.](#) Minutes of the Regular Main Street Board of Directors Meeting of January 9, 2022

EXECUTIVE SESSION

8. "To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402 (4)(a)." Located in Block 4
9. "To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402 (4)(a)." Property formally known as Frontier High School.

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
January 25, 2022

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, January 25, 2022, at 7:00 pm by Mayor Pro Tem Ternus.

ROLL CALL

Present were Mayor Pro Tem Angela Ternus, Trustees Tammy Payne, Loren Einspahr, Linda Secrist, Ron Weaver and Daniel DiLoreto. Mayor Vasquez was absent from the meeting.

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Chief of Police Melvin Berghahn, Planner/Project Manager Zach Higgins, and Town Attorney Corey Hoffmann. Student Liaison Valentine was absent.

PLEDGE OF ALLEGIANCE

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

UNSCHEDULED PUBLIC COMMENT

No public comment.

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA

1. Swear in Daniel DiLoreto

CONSENT AGENDA

2. Minutes of the Regular Meeting of January 11, 2021

Motion by Trustee Payne, seconded by Trustee Weaver, to approve the Consent Agenda.

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

ADVISORY BOARD QUARTERLY REPORTS

3. Main Street Board of Directors Report

Main Street Board Representative Linda Bulmer gave a quarterly report to the Board.

NEW BUSINESS

4. Discussion and possible action on appointment of Aimee Woodall to the Historic Advisory Board with a term through December 31, 2024

Motion by Trustee Payne, seconded by Trustee Einspahr, to appoint Aimee Woodall to the Historic Advisory Board with a term through December 31, 2024.

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

5. Discussion and possible action on appointment of Brandi Wilson to the Historic Advisory Board with a term through December 31, 2023

Motion by Trustee Payne, seconded by Trustee Weaver, to appoint Brandi Wilson to the Historic Advisory Board with a term through December 31, 2023.

6. Discussion and possible action on approval of Revitalizing Main Street Grant Application

Motion by Trustee Einspahr, seconded by Trustee Payne, to approve the Revitalizing Main Street Grant Application.

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

Motion by Trustee Payne, seconded by Trustee Weaver, to approve a grant match of \$400,000. The vote of those Trustees present was 6 in favor and 0 opposed. Motion passed unanimously.

7. Discussion and possible action on Resolution 22R06, a Resolution Adopting Code of Conduct for Elected Officials

Motion by Trustee Weaver, seconded by Trustee Secrist, to approve Resolution 22R06, a Resolution Adopting Code of Conduct for Elected Officials.

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

8. Discussion and possible action on Ordinance 22-03, an Ordinance amending various sections of Article VII of Chapter 7 regarding the Regulation of Dogs

Motion by Trustee Weaver, seconded by Trustee DiLoreto, to approve Ordinance 22-03, an Ordinance amending various sections of Article VII of Chapter 7 regarding the Regulation of Dogs.

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

MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson discussed dates for upcoming Board workshops.
- Discussion on the open Community Development Director position.
- Discussion on Kiosk boxes and the post office.
- Town Clerk Michelle Oeser discussed Daniel DiLoreto's application for a Colorado Municipal application.
- Ms. Oeser informed the Board that the Town Department of Local Affairs representative, Clay Brown, is retiring.
- Chief of Police Melivn Berghahn gave the status of the truck ordered for the Police Department.
- Town Attorney Corey Hoffmann informed the Board of a memo he will be distributing on a current term limit court case.

BOARD OF TRUSTEE REPORTS

- Trustee Payne asked to revisit a previous discussion on roll off dumpsters in town.
- Trustee Einspahr discussed trash service in Town.
- Mayor Pro Tem Ternus informed the Board of an upcoming Community Recreation Center Kick Off meeting presented by the Elizabeth Parks and Recreation.
- Mayor Pro Tem asked about the date and plans for the Town Clean-up Day.
- Discussion on upcoming Town events.

STUDENT LIAISON REPORT

- Student Liaison Valentine's written report was included in the Board packet.

MINUTES

10. Minutes of the Historic Advisory Board Meeting of December 6, 2021

11. Minutes of the Main Street Board of Directors Meeting of December 9, 2021

Mr. Higgins told the Board that the Historic Advisory Board public meeting was moved to February 15th at 6:00 pm.

ADJOURNMENT

Motion by Trustee Weaver, seconded by Trustee Secrist, to adjourn meeting at 8:31 pm. The vote of those Trustees present was unanimously in favor. Motion carried.

Town Clerk Michelle Oeser

Mayor Megan Vasquez



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: February 3, 2022
SUBJECT: Resolution 22R07 – Roadway Conveyance

BACKGROUND

This matter has been previously discussed by the Board of Trustees. The Board of Commissioners of Elbert County have proposed transferring the following roadways to the Town of Elizabeth.

- A. Elbert County Road 17 from Highway 86 to southern boundary of the Town of Elizabeth;
- B. Elbert County Road 17 from Highway 86 to the northern boundary of the Town of Elizabeth;
- C. Elbert County Road 13 from Highway 86 to southern northern boundary of the Town of Elizabeth; and
- D. Elbert County Road 13 from Highway 136 to southern boundary of the Town of Elizabeth's Water Tower Property

If accepted by the Board, the process outlined in the Resolution allows for the actual acceptance of the roadways, followed by direction to Staff to start and complete an annexation of the roadway. No other lands would be involved in the annexation.

ANALYSIS

The Town of Elizabeth would take ownership, including maintenance responsibilities for the above-described roadways. Currently, the intention of Public Works is to have these roads paved with asphalt to enhance the roadway and minimize overall maintenance. The roadway would be subject to law enforcement activities by the Town of Elizabeth, but those activities would be limited solely to the roadway itself. There is not annexation or conveyance of any adjacent lands.

STAFF RECOMMENDATION

Staff recommends that Board of Trustees accept the roadways outlined in the Resolution. It will allow for appropriate upkeep and maintenance for the roadways and provides a reliable means for the Public Works staff to access and maintain Town of Elizabeth facilities. Legal Counsel has reviewed the documents and concurs that they are appropriate should the Board of Trustees decide to act in this matter.

ATTACHMENT(S)

Resolution 22R07: A Resolution Accepting the Conveyance of Certain Roadway Property from the Board of County Commissioners of Elbert County to the Town.

RESOLUTION 22R07

A RESOLUTION ACCEPTING THE CONVEYANCE OF CERTAIN ROADWAY PROPERTY FROM THE BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY TO THE TOWN

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

Section 1. The Board of Trustees hereby accepts the conveyance of the following roadway properties from the Board of County Commissioners of Elbert County:

- A. Elbert County Road 17 from Highway 86 to southern boundary of the Town of Elizabeth;
- B. Elbert County Road 17 from Highway 86 to the northern boundary of the Town of Elizabeth;
- C. Elbert County Road 13 from Highway 86 to southern northern boundary of the Town of Elizabeth; and
- D. Elbert County Road 13 from Highway 136 to southern boundary of the Town of Elizabeth's Water Tower Property

(collectively, the "Property").

Section 2. The Board of Trustees further finds and determines that upon annexation of the Property by the Town, that Intergovernmental Agreement dated July 26, 2005 by and between the Town and the Board of County Commissioners of Elbert County shall be deemed terminated.

Section 3. The Board of Trustees therefore further directs that Town staff commence annexation proceedings to annex the Property into the Town of Elizabeth.

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

Megan Vasquez, 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: February 3, 2022
SUBJECT: Opioid Settlement

BACKGROUND

The State of Colorado, along with several municipalities had pursued litigation against several pharmaceutical companies for allegedly causing the opioid epidemic in Colorado. As part of a settlement of the action, the pharmaceutical companies agreed to tender \$400 million settlement to be divided among the municipalities, counties, and the State of Colorado.

The funds are divided among different regions in the state based on the overall impacts the epidemic had on counties and communities. Elizabeth is contained within Opioid Region 4. To participate in the final distribution of funds, the Town of Elizabeth is required to pass a resolution agreeing with the Final Opioid Council Intergovernmental Agreement.

ANALYSIS

For consideration during your February 8, 2022, meeting is the Colorado Regional Opioid Intergovernmental Agreement. The acceptance and execution of the IGA will allow for the acceptance and distribution of funds within Opioid Region 4, including to the Town of Elizabeth. At this time, the exact amount of funds to be distributed to the Town is unknown but is estimated to be nominal considering the impact opioids have had on Elizabeth when compared to other areas of Colorado.

STAFF RECOMMENDATION

Staff recommends the acceptance of the IGA and its execution on behalf of the Town of Elizabeth. Legal Counsel has reviewed the documents and have expressed no concerns.

ATTACHMENT(S)

Resolution 22R:08 A Resolution Approving the Colorado Regional Opioid Intergovernmental Agreement Between the Town of Elizabeth and Various Other Governmental Entities Located in Region 4 of the State of Colorado as Defined in the Colorado Opioid Memorandum of Understanding.

RESOLUTION 22R08

A RESOLUTION APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ELIZABETH AND VARIOUS OTHER GOVERNMENTAL ENTITIES LOCATED IN REGION 4 OF THE STATE OF COLORADO AS DEFINED IN THE COLORADO OPIOID MEMORANDUM OF UNDERSTANDING

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

Section 1. The Colorado Regional Opioid Intergovernmental Agreement between the Town of Elizabeth and various other Governmental Entities located in Region 4 of the State of Colorado as defined in the Colorado Opioid Memorandum of Understanding, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

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

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

**COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT**

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “IGA”) is made between the Counties of Cheyenne, Elbert, Kit Carson, Lincoln, Logan, Morgan, Phillips, Sedgewick, Washington and Yuma; the Cities of Sterling, _____; and the Towns of Otis, _____, Colorado _____, each a Participating Local Government, as defined in the Colorado MOU, in Region 4, individually reference herein as a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on August 26, 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, this IGA assumes and incorporates the definitions and provisions contained in the Colorado MOU, and shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, pursuant to the Colorado MOU and as further depicted in **Exhibit E** thereto, Participating Local Governments shall organize themselves into Regions;

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield);

WHEREAS, the Parties to this IGA, pursuant to **Exhibit C** of the Colorado MOU, are all located in Region 4;

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council’s fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, this IGA pertains to the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this IGA shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the IGA or in the Colorado MOU shall have the meanings ascribed to them in the body of the IGA.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in this IGA, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference. Unless the context clearly requires a distinction between this IGA and the Colorado MOU, all references to “IGA” shall include the Colorado MOU.
3. **REGIONAL COUNCIL.**
 - 3.1. **Purpose and Name:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Participating Local Governments as described below in this IGA, shall be created to oversee the procedures by which Region 4 may request Opioid Funds from the Abatement Council and the procedures by which the allocation of the Region’s Share of Opioid Funds are administered. The Council shall be called the Region 4 Regional Council.
 - 3.2. **Membership:** The Region 4 Regional Council shall consist of the following:

a. **Voting Members.** There shall be eleven (11) Voting Members, appointed the various Parties as set forth below. No single county or city should dominate the make-up of the Regional Council. It is the intent of the Parties, and the Parties agree to collaborate to the extent feasible to provide that there be balanced representation throughout the Region. To that end, the county, municipal and law enforcement Parties shall communicate about their Voting Member choices and endeavor to have municipal and law enforcement Voting Members from counties that do not have a county appointed Voting Member. Notwithstanding this provision however, other criteria for appointments may be utilized that the Parties agree is in the interests of the Region, and a potential Voting Member shall not be disqualified solely because there is another Voting Member from that individual's home county. Voting Members shall be selected as follows:

- (i) The county Parties in Region 4 shall collaborate to appoint five (5) county commissioner Voting Members, two (2) from the northern part of Region 4, two (2) from the southern part of Region 4, and one (1) at large.
- (ii) The municipal parties in Region 4, shall collaborate within the Districts of the Colorado Municipal League ("CML") that overlap with Region 4 to appoint (4) municipal Voting Members, two (2) from the northern part of Region 4, and two (2) from the southern part of Region 4.
- (iii) The Region 4 law enforcement organizations (comprising of Sheriffs and Chiefs of Police from organizations that are Parties to this IGA) shall collaborate to appoint two (2) law enforcement Voting Members, one (1) from the northern part of Region 4, and one (1) from the southern part of Region 4.
- (iv) For the purposes of this IGA, the northern part of Region 4 shall be considered to comprise Sedgwick, Phillips, Yuma, Washington, Logan, and Morgan Counties. The southern part of Region 4 shall be considered to comprise Cheyenne, Lincoln, Kit Carson, and Elbert Counties.

b. **Non-Voting Advisory Members.** Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Parties and comprised of the following, not to include providers who may be recipients of funds:

- (i) Two (2) representatives from behavioral/mental health providers within Region 4.
- (ii) Two (2) representatives from local public health care organizations within Region 4.

(iii) Two (2) representatives from social services organizations within Region 4.

- c. **Chair:** The Voting Members shall appoint one member to serve as Chair of the Regional Council. The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Chair must be either a Member from a county within Region 4, or a Member from a municipality within Region 4.
- d. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- e. **Terms:** The Regional Council shall be established no later than ninety (90) days after the first Settlement being entered by a court of competent jurisdiction. After execution of this IGA by all Parties, the Parties shall appoint the eleven (11) Voting Members, in accordance with the provisions of Section 3.2(a). Voting Members shall serve two-year terms. Following the expiration of each two-year term, the Parties, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member in accordance with Section 3.2(a).
 - (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2(a) to serve the remainder of the term. At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Parties to serve a full term consistent with this Section.
 - (ii) The purpose of the two-year term is to allow the Parties an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Voting Members.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of Region 4, and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: The Regional Council shall establish its own procedures through adoption of bylaws. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of the Regional Council and the Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. The Regional Council may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises, or may, in its discretion seek such guidance from a county or municipal attorney from one of its Member jurisdictions; provided however that only one person shall serve as general legal counsel to the Regional Council at a time.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within Region 4, the Abatement Council, and other stakeholders within Region 4 for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by their jurisdiction's local conflict-of-interest rules, or, if no such conflict-of-interest rules exist, by those rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, all Regional Councils must designate a fiscal agent for the Region prior to a Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to each Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: Region 4 shall nominate and designate a fiscal agent for the Region by majority vote. The regional fiscal agent must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: The Regional fiscal agent shall be appointed by Region 4 on an annual basis. The Region 4 fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Region 4 fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Region 4 fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Region 4 fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon receipt, the Region 4 fiscal agent shall deposit the Opioid Funds in a Colorado-specific QSF Account that is dedicated to Region 4. Upon direction by the Regional Council, the Region 4 fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Region 4 fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from its allocation of the Regional Share and certify to the Abatement Council that the Region 4 Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Region 4 fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The Region 4 fiscal agent shall serve at the direction of the Region 4 Council and in service to the entire Region. The terms of the Colorado MOU control the authority of the Regional Council, and by extension, the Region 4 fiscal agent. The Region 4 fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, Region 4 shall solicit recommendations and information from all Parties and other stakeholders within Region 4 for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, Region 4 may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, Region 4's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. **DISPUTES WITHIN REGION.** In the event that any Party disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Party shall inform the Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Party informing the Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Chair serving as the tiebreaker. Alternatively, the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member shall be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. **RECORDKEEPING.** The Region 4 fiscal agent shall be responsible for maintaining records consistent with the Agreement.

9. **AUTHORIZED REPRESENTATIVES.** Each Party's representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Parties designate their authorized representatives under this Agreement as follows:
 - 9.1. _____ designates _____ or his/her designee(s).
 - 9.2. _____ designates _____ or his/her designee(s).
 - 9.3. _____ designates _____ or his/her designee(s).
 - 9.4. _____ designates _____ or his/her designee(s).
 - 9.5. _____ designates _____ or his/her designee(s).
 - 9.6. _____ designates _____ or his/her designee(s).
 - 9.7. _____ designates _____ or his/her designee(s).
 - 9.8. _____ designates _____ or his/her designee(s).
 - 9.9. _____ designates _____ or his/her designee(s).
 - 9.10. _____ designates _____ or his/her designee(s).
 - 9.11. _____ designates _____ or his/her designee(s).

10. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

11. **TERM.** The Agreement will commence on _____, 2022, and shall expire on the date the last action is taken by Region 4, consistent with the terms of the Colorado MOU and any Settlement. (the “Term”).
12. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.
13. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request as soon as possible, but in no event longer than two (2) business days, in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.
14. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Region 4’s fiscal agent.
15. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
16. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other

communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

17. GENERAL TERMS AND CONDITIONS

17.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

17.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

17.3. Integration and Amendment. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

17.4. No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

17.5. Captions and References. The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

17.6. Statutes, Regulations, and Other Authority. Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

17.7. Conflict of Interest. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member

of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

17.8. Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

17.9. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

17.10. Waiver of Rights and Remedies. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. No Third-Party Beneficiaries. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17.12. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

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Signature blocks to be added for each entity



February 8, 2022

Management Team Updates

Town Administrator – Patrick Davidson

We have continued to work on internal policies, employment handbooks, and related human resource matters. I have had the chance to meet with additional members of the community as well as County operations. I have been working with Michelle and Pat to discuss options for event planning for the Mayor’s Tree Lighting and the Wines in the Pines events. There are several grant application deadlines coming relatively soon for grants such as Great Outdoors Colorado (GOCO) and others which may provide some funding opportunities for Running Creek Park and other improvements to Town public spaces. Specifically, these are opportunities to obtain matching funds for things already in the budget. I have been touring the proposed sites and working on grant narratives to assist in the letters of interest and grant applications. I also have been interviewing candidates for the Community Development Director Position.

Town Clerk – Michelle Oeser

- Resilient Beauty by Joan has opened in the Running Creek Dental building. she will be doing cosmetic laser treatments.
- Staff is looking into grant opportunities as matching funds for the use with Conservation Trust Funds.
- Harmony and Michelle are both participating in committees through the Clerks Association.
- Brian has been working on getting out 1099’s through accounts payable to close out the year.
- Allison has been assisting our credit card payment company in helping some local Municipalities through some issues and being a local contact source for them. They really appreciate talking with someone that uses the system on a daily basis.
- Staff is working on upgrading our Records Laserfiche program. Once the upgrade is complete there will be public access available to scanned records. Harmony has been working hard to get records scanned into the system. There is a long way to go, but she has made great progress over the last 9 months.

Police – Chief Melvin Berghahn

 See attached Stats

Public Works and Utilities – Mike DeVol

 No Report



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022



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 **01/16/2022 at 12:01 a.m. to 01/29/2022 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.

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www.townofelizabeth.org



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022

Total Calls for Service:

243

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assisting Other Agencies
21	7	8	5	1

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
4	1	2	1

Other Calls for Service:

Call Type:	Number of Calls:
Alarm Business Burglary	2
Alarm Business Hold Up	1
Alarm Residential Burglary	1
Animal Cruelty	1
Animal Impound	1
Attempt to Contact	1
Citizen Assist	3
Citizen Contact	1
Crime Prevention	5
Curfew Violation	1
Death	1
Disturbance	1



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022

Drug Offense	1
Follow Up Investigations	16
Fraud	1
Harassment	3
House Watch	2
Increased Patrols	125
Informational Report	1
Juvenile Complaint	1
Medical assist	2
Mental Health Hold	2
Motorist Assist	1
Municipal Ordinance Violation	7
Motor Vehicle Accident Property Damage	4
Parking Complaint	4
Recovered Stolen Vehicle	1
Weapons Law Violation	1
Special Assignment	2
Suicidal Subject	2
Suspicious Circumstance	4
Suspicious Vehicle	13
Traffic Complaint	2
Traffic Hazard	1
Traffic Stop	21
VIN Verify	3
Warrant Arrest	1
Welfare Check	2



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022

Open and Active Investigations:

Case/Incident Number:	Call Type:	Details:
22-0547	Weapons Law Violation	A firearm was accidentally discharged in Town.
21-5867	Domestic Violence	Possible domestic violence case between juveniles.
21-3504	Criminal Mischief	A local school had several cameras broken by students.
21-0245	Motor Vehicle Theft	A party reported their vehicle stolen.
22-0139	Motor Vehicle Theft	A party reported their vehicle stolen.
22-0389	Recovered Stolen Vehicle	A stolen vehicle was recovered in Town limits.
22-0370	Death	A local resident was found deceased in their home.
22-0371	Fight	A fight occurred at a local business between juveniles.

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



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHAHN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
22-0154	Found Property	A credit card was turned into EPD. At the bank's request the card was destroyed.
22-0244	Runaway	A juvenile reported that their friend was going to runaway from home. It was later discovered the reporting juvenile was also running away. They were returned to their parents without incident.
22-0274	Traffic Stop	A motorist was contacted for a traffic violation. Upon investigation, it was discovered they were operating the vehicle on a revoked license. The driver was issued a state summons for several traffic violations.
21-6090	Municipal Ordinance Violation	A refrigerator was left outside of a residence. After working with Community Services, the owner came into compliance.
22-0175	Harassment	A harassment was reported to have occurred over the phone. After investigation, the suspect was unable to be identified.
22-0127	Driving Under the Influence	A motorist was contacted for DUI. Due to jail restrictions, the driver was taken into custody and released to a sober party on a summons.
21-6267	Municipal Ordinance Violation	A property was discovered to be in violation of Town code for debris and junk. After working with Community Services, the owner came into compliance.
22-0068	Municipal Ordinance Violation	Several signs were found to be placed in violation of Town code. The owners were contacted, and the signs were given back to them with a verbal warning and copy of the sign ordinance.
22-0373	Mental Health Hold	A student at a local school was taken to the hospital on a mental health hold.



TOWN OF ELIZABETH

POLICE DEPARTMENT
 MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

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01/16/2022 to 01/29/2022

22-0379	Suicidal Subject	A student at a local school was found to be suicidal. The student was evaluated by Centennial Mental Health and released with a safety plan to a guardian.
22-0271	Motor Vehicle Accident	A two-car motor vehicle crash occurred in Town. The at fault driver was issued a municipal summons for careless driving.
22-0402	Motor Vehicle Accident	A two-car motor vehicle crash occurred in Town. The at fault driver was issued a municipal summons for following too closely.
22-0247	Harassment	A male went into a local business and handed staff a threatening note. The suspect was identified, however the business elected not to press charges.
22-0129	Domestic Violence	EPD responded to a domestic violence call. Upon investigation, it was determined no crime had occurred.
22-0473	Assist to ECSO	ECSO requested EPD assistance with a suspect that fled from them. EPD assisted in locating and detaining suspect.
22-0501	Civil	A civil dispute occurred between a landlord and a tenant.
22-0299	Welfare Check	A juvenile emailed EPD staff expressing suicidal statements. EPD requested the ECSO respond to the residence to conduct a welfare check.
22-0511	Drug Violation	A resident was located experiencing a potential drug overdose. Naloxone was administered by EPD, and the subject was transported to a local hospital. The subject was also found to be in possession of an opioid.
22-0498	Suspicious Person	A suspicious male was contacted in the evening in the construction zone. It was discovered he did not



TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022

		possess a valid driver's license. The subject was issued a proof of service.
22-0444	Motor Vehicle Accident	A two-car motor vehicle accident occurred in Town. The at fault driver was issued a municipal summons for following too closely. The other motorist was issued a municipal summons for operating an uninsured motor vehicle.
22-0014	Citizen Assist	An elderly citizen believed their keys to be stolen at a local business. After investigation, the keys were determined to be lost and not stolen. The reporting party later found her keys.
22-0545	Mental Health Hold	A juvenile came to EPD and expressed suicidal statements. The juvenile was placed on a mental health hold and transported to the hospital.



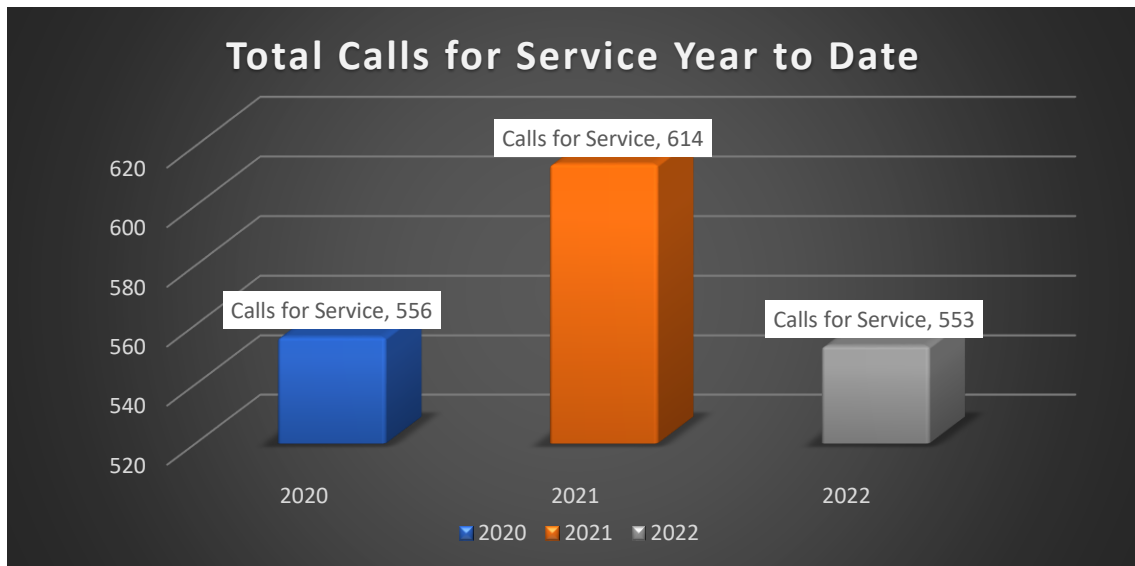
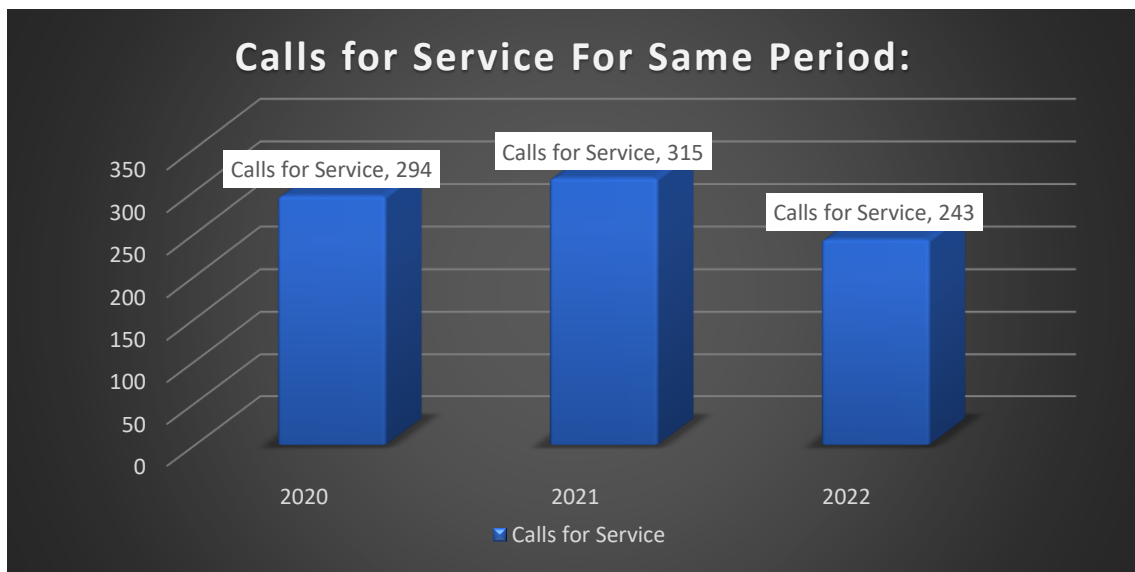
TOWN OF ELIZABETH
POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022

Historical Data:





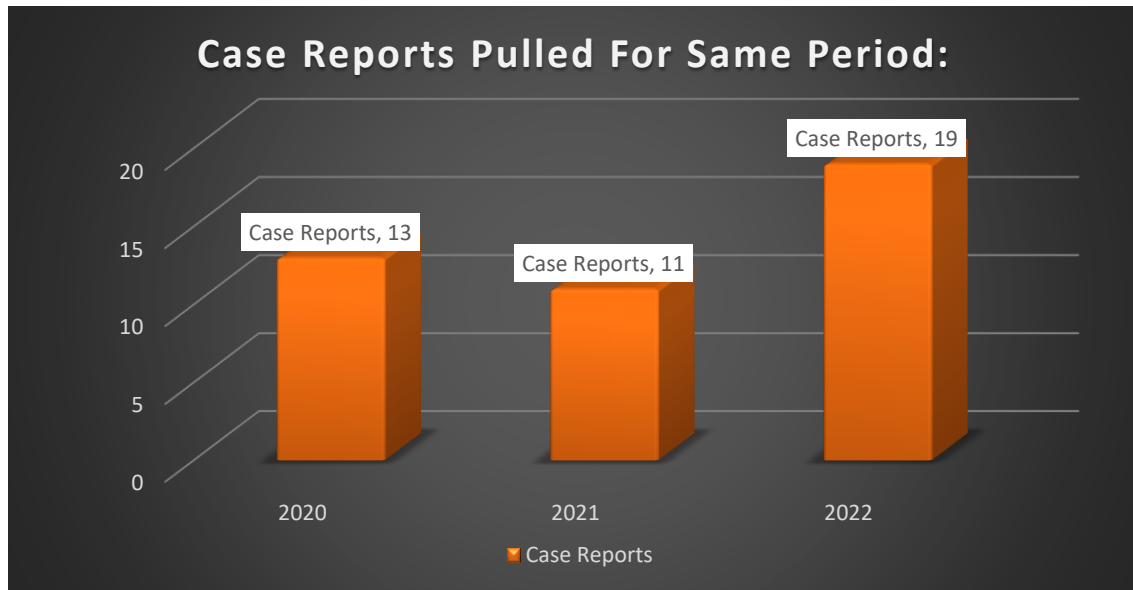
TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHANN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022





TOWN OF ELIZABETH

POLICE DEPARTMENT
MELVIN BERGHAWN, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

01/16/2022 to 01/29/2022

Chief of Police's Advisements:

EPD went to Elizabeth High to help judge the district spelling bee. The event was a huge success, and the spellers did a great job. The winner Luci Samaco will continue to spell for the district, representing Elizabeth at the 82nd Annual Denver Post Colorado State Spelling Bee on March 5th at the University of Denver campus. Refer to the attached news article for further information.

EPDs guardian Angle light deployment has been featured in the attached news article. Officers are making the most of the new equipment issued and are appreciate the support to help ensure they have the proper equipment to do the job effectively and safely.

If you have any questions, please let me know!

Respectfully,

Chief Melvin Berghahn

Chief of Police

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Elizabeth police adopt new technology to increase safety

Guardian Angel lights attach to uniforms and can be seen for five miles



[\(/uploads/original/20220201-111841-elblight1.jpeg\)](/uploads/original/20220201-111841-elblight1.jpeg)

The Guardian Angel lights purchased by the Elizabeth Police Department weigh three ounces and are multifunctional and can be attached to many parts of a police uniform, allowing for hands-free use. They are so bright that they can be seen from as far as five miles away.

PHOTO BY CHANCY J. GATLIN-ANDERSON



Posted Tuesday, February 1, 2022 11:29 am

Chancy J. Gatlin-Anderson
Special to Colorado Community Media

The Elizabeth Police Department recently adopted new lighting technology known as Guardian Angel. On Jan. 1, all members of the department were equipped with Guardian Angel lights designed to increase safety and visibility for both the officers and the public. The department now has 13 lights in use, one for each officer, one for canine officers and two backup lights.

The produce website describes Guardian Angel lights as wearable safety lights designed with a core belief that personal lighting technology will make the world a safer place. The company says its primary mission is to protect the lives of law enforcement and first responders in the field.

"We are really excited to have the new Guardian Angel lights," said Chief Melvin Berghahn. "They are going to be a huge asset to us and generally help us be a safer and more effective department."

The multifunctional lights are being adopted by cities and states across the country. They are now a mandatory part of the uniform for Colorado State Patrol officers and towns across the state are following suit.

have infrared LED lighting integration as well as red, blue and clear lights that have over five miles of 360-degree visibility.

The most significant benefit of the Guardian Angel lights is that they allow the officers to be hands-free. The lights can be quickly attached to many places on the uniform, allowing officers to carry out their duties with two free hands, all while remaining safe and visible.

They're great and free up your hands," said Royce Lamas, one of the Elizabeth Police Department's newest officers. "They are so much better than holding a flashlight while traffic stop."

The Guardian Angel lights are also beginning to replace the traditional traffic vests, allowing the police officers to be highly visible at night.

I was working night shift for a while. That is where I saw the most use," said Elizabeth Police Officer Alex Allen. "There isn't great lighting on Highway 86, so the lights make it more visible to people driving by."

This brings a higher standard of safety to the Elizabeth Police Department, not only for us, but for Elizabeth citizens as well," said Chief Berghahn. "We will do whatever we can to keep our town and our officers safe."

For more information on Guardian Angel lights or to order your own, please visit guardianangeldevices.com (<https://www.guardianangeldevices.com/>).


Keywords

elizabeth (/search_mode/keyword/browse.html?search_filter=elizabeth), colorado (/search_mode/keyword/browse.html?search_filter= colorado), police (/search_mode/keyword/browse.html?search_filter= police), safety (/search_mode/keyword/browse.html?search_filter= safety), lights (/search_mode/keyword/browse.html?search_filter= lights)

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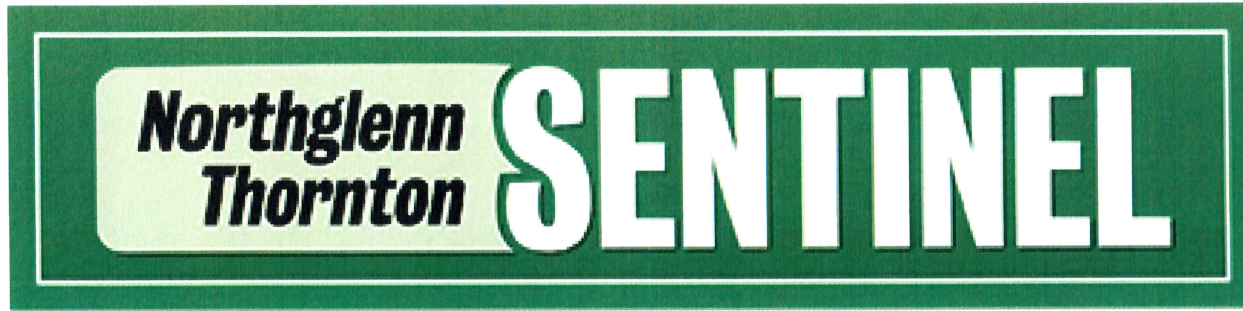
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NORTHGLENN/THORNTON SENTINEL



Elizabeth High School hosts district spelling bee

Fifth-grader Luci Samaco from Running Creek takes home champion title

SHARES



(/uploads/original/20220124-125322-spellbee1.jpg)

Students from Singing Hills Elementary, Running Creek Elementary, Elizabeth Middle School and Legacy Academy prepare to compete in the Jan. 12 Elizabeth School District spelling bee.

PHOTO BY CHANCY J. GATLIN-ANDERSON



Posted Monday, January 24, 2022 1:21 pm

Chancy J. Gatlin-Anderson
Special to Colorado Community Media

The cafetorium at Elizabeth High School was the site of the Elizabeth School District spelling bee, held Jan. 12 with teams of four or five students each from Singing Hills Elementary, Running Creek Elementary, Elizabeth Middle School and Legacy Academy.

After a brief delay due to a scheduling miscommunication, the spelling bee was conducted in rounds, with spellers taking turns walking to the microphone, where they were given a word. Once each student had spelled their word, either correctly or incorrectly, they returned to their seat. At the end of each round, the students who spelled their word incorrectly went to the audience to sit with their family members.

Spellers, who were all elementary or middle-school age, were allowed to ask a few specific questions to the pronouncer and organizer: Can you repeat the word? Can you please use the word in a sentence? What is the language of origin? What is the definition of the word? What part of speech is the word? Can I start over?

SHARES

The champion of the spelling bee was Luci Samaco, a fifth-grader from Running Creek Elementary. She will represent the Elizabeth School District at the 82nd Annual Denver Post Colorado State Spelling Bee on Mar. 5 at the University of Denver campus. Other top spellers at the district spelling bee were Carlee Schulthies from Elizabeth Middle School, who placed second, and Maddie Jobes from Legacy Academy, who placed third.

Luci Samaco said shyly after winning that she was very nervous about the competition. "I heard about it at school. I wasn't sure I really wanted to at first," said Luci. "The word that was the hardest for me was 'beastly.' I am really happy and proud of myself."

Luci's mother chimed in, expressing her excitement for Luci's win. "She studied so hard and the whole family worked together to help her prepare," she said. "We are super proud of her."

The words Luci spelled correctly to take the win were: post, track, clutch, reveal, sitcom, wizard, Neptune, granules, chai, penchant, appeasement, renal, plastron, sleet, beastly, normal, deposit, crisis, inkling, and finally conflict.

Luci, Carlee and Maddie all received trophies for their placements. All other participants received certificates of achievement.

Though the event was a success for Luci, some spellers became very emotional when they missed a word and were eliminated from the competition, such as a girl who misspelled the word "knife" in round 3, leaving her in tears and eliminating her from the competition.

Organizer weighs in

The event was organized by Kristen Crookshanks, vice president and secretary for the Elizabeth Education Foundation and spelling coach for Legacy Academy. She also served as the time and word tracker for the bee. Crookshanks has served as the organizer for 12 years and will be stepping down after this year to shift her involvement to her children's high school extracurricular activities.

"I think the event went great! I think the kids were very well prepared and stayed calm, even with the scheduling miscommunication and late start," said Crookshanks in an email correspondence from Jan. 15. "I always think kids who do well in spelling bees are great memorizers, but this bee disproved that theory. We made it through 28 words that came from the list the kids had not seen. I think that is a fantastic testament to their ability to spell and really think about the word and its root, meaning, and spelling."

The Elizabeth district spelling bee also hosted three local judges and a pronouncer. The judges were Elizabeth Chief of Police Melvin Berghahn, Elizabeth School District Board Member Craig Blackham, and District Student Data Management Specialist Shellie Scobee. The official pronouncer was Drew Francis, parent of three Elizabeth School District educated students and current principal at Ray E. Kilmer Elementary School in Colorado Springs.

After the completion of the competition, Chief Berghahn caught up with the Elbert County News, sharing his amazement at the spelling ability of the elementary and middle school students. "These kids are so amazing. I didn't even know how to spell some of those words. I didn't even know what some of the word were," said Berghahn. "This is the second year I've done this. It is so much fun. I tell them to invite me back every year."

This year's district spelling bee was one of the most extraordinary that Crookshanks had seen in her 12 years as an organizer. "This bee was intense because there were so many spellers left at the end of each round. We usually lose one in the first-third rounds, then a bunch more as the words increase in difficulty," Crookshanks explained. "I cannot remember a bee when we still had 13 spellers after nine rounds."

Now that Crookshanks is leaving her role as organizer and as Legacy Academy's spelling coach, she is looking for someone to take her place. "We are looking for volunteers for the Legacy Academy Spelling Bee for next year. I am stepping down and so far, nobody is taking it on," said Crookshanks. "The Legacy Academy spellers would be very sad if the Legacy bee went away."

SHARES
The district bee participants were:

Elizabeth Middle School

- Carlee Schulthies
- Alex Aviles
- Lincoln Beach
- Zach Celeste

Legacy Academy

- Maddie Jobes
- Henleigh Dickman
- Anika Laws
- Lily Simmons

Running Creek Elementary

- Luci Samaco
- Carly Calahan
- Maddelyn Baker
- Chase Hamner

Singing Hills Elementary

- Kaedence Kincaid
- Cooper Tobler
- Peyton Baker
- Eva Ehlers
- Colten Siegle

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SHARES

TO: Honorable Mayor and Board of Trustees
FROM: Bella Valentine Student Liaison
DATE: February 2022
SUBJECT: Student Liaison Report

SUMMARY

The last few weeks at Elizabeth High School have been full of new and exciting events!

EHS takes on Europe! Many students are heading to Europe during spring break on an educational trip. Students will be going to Austria, Switzerland, Germany, and France to learn about other cultures and their historical events.

EHS Chamber choir had some students head to the All-State Choir Competition, which is held in Pueblo. Students compete with other choirs from other schools, as well as do a group number with all the competitors. It is a great honor.

National History Day is a relatively new class at EHS. It is a semester-long class devoted to working on a history project within the designated theme. This year the theme is Debate and Diplomacy, which revolves around the actions and consequences of historical movements or figures. NHD students are set to compete in early April.

The United States Marine Corps came into the US government classes, to inform students looking for a route other than college, about what the Marine Corps does and the processes they go through. EHS consistently has military recruiters of all branches come in and talk options with students.

Spring sports are gearing up to start in just a few short weeks. They have taken this opportunity to commence pre-season activities.



**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
DECEMBER 06, 2021**

CALL TO ORDER

The Regular Meeting of the Historic Advisory Board was called to order on Monday, December 6, 2021, at 12:05 PM by Chair John Quest.

ROLL CALL

Present were Chair John Quest, Vice Chair Cecilia Farin, and Board Member Jerry Garland. There was a quorum to conduct business.

Also present were Planner/Project Manager Zach Higgins and Deputy Town Clerk Harmony Malakowski.

AGENDA CHANGES

There were no changes to the agenda as presented.

MINUTES

Regular Minutes of November 8, 2021

Motion by Vice Chair Farin, seconded by Mr. Garland, to approve the minutes from November 8, 2021.

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

INTRODUCTION

Larry Lucas, Main Street Architect

Larry Lucas introduced himself and explained what he does and the services he provides.



TOWN OF ELIZABETH

NEW BUSINESS

Discussion and possible action on adoption of 2022 meeting schedule

Motion by Vice Chair Farin, seconded by Mr. Garland, to approve the 2022 meeting schedule as amended to remove the February meeting date.

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

Discussion and possible action on adoption of 2022 work plan

Motion by Vice Chair Farin, seconded by Mr. Garland, to approve the adoption of 2022 work plan as amended by removing the "21" next to February.

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

STAFF REPORTS

- Grace Erickson with Providence Consulting discussed the upcoming Saving Places Conference.
- Discussion regarding upcoming CLG training on December 8, 2021, at 12:00 PM.
- Mr. Higgins provided an update regarding the Old Stone Church.
- Discussion regarding upcoming potential newspaper articles.
- Mr. Higgins provided an update on the Historic Preservation Ordinance.
- Discussion regarding Board vacancies.

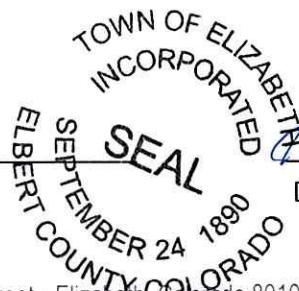
BOARD REPORTS

- Chair Quest discussed historical design guidelines.
- Discussion regarding Main Street businesses and open hours.
- Mr. Garland updated the Board regarding the distribution of historical pamphlets.
- Discussion regarding Frontier High School.

ADJOURNMENT

Motion by Vice Chair Farin, seconded by Mr. Garland, to adjourn meeting at 1:17 PM. The vote of those Board Members present was unanimously in favor. Motion carried.

Chair John Quest



Deputy Town Clerk Harmony Malakowski



**MAIN STREET BOARD OF DIRECTORS – RECORD OF PROCEEDINGS
DECEMBER 9, 2021**

CALL TO ORDER

The Regular Meeting of the Main Street Board of Directors was called to order on Thursday, December 9, 2021, at 8:35 AM by President Tedd Lipka.

ROLL CALL

Present were President Tedd Lipka and Board Members Linda Bulmer, Jeff Struthers, and Michael Hussey. There was a quorum to conduct business.

Also present was Deputy Town Clerk Harmony Malakowski.

AGENDA CHANGES

Grace Erickson with Providence Consulting requested that we change New Business Item #2 to say discussion and possible action on recommendation to Planning Commission and Board of Trustees approval of Ordinance 21-12.

Motion by Mr. Struthers, seconded by Mr. Hussey, to approve the agenda changes as presented.

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

MINUTES

Regular Minutes of November 18, 2021

Motion by Mr. Hussey, seconded by Ms. Bulmer, to approve the minutes from November 18, 2021.

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

NEW BUSINESS

Discussion and possible action on recommendation to Planning Commission and Board of Trustees approval of Ordinance 21-12

Motion by Mr. Struthers, seconded by Mr. Hussey, to recommend to the Planning Commission and Board of Trustees approval of Ordinance 21-12.



TOWN OF ELIZABETH

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

Discussion and possible action on appointment of 2022 President and Vice President

Motion by Mr. Hussey, seconded by Ms. Bulmer, to nominate Tedd Lipka as President for 2022.

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

Motion by Mr. Hussey, seconded by President Lipka, to nominate Linda Bulmer as Vice President for 2022.

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

STAFF REPORTS


- Discussion regarding the finished trail mural.
- Discussion regarding the streetscape project.
- Updates regarding Board Vacancies.
- Discussion regarding Holiday ornaments.

BOARD REPORTS

No reports from the Main Street Board of Directors.

ADJOURNMENT

Motion by Mr. Hussey, seconded by Mr. Struthers, to adjourn meeting at 9:42 AM. The vote of those Board Members present was unanimously in favor. Motion carried.



President Tedd Lipka



Deputy Town Clerk Harmony Malakowski

