



TOWN OF ELIZABETH

**TOWN OF ELIZABETH
WORKSHOP TAX CREDITS AND INSENTIVES FOR HISTORIC PROPERTIES PRESENTATION
4:30 PM
HISTORIC ADVISORY BOARD
Monday, July 17, 2023, at 5:30 PM
Town Hall, 151 S. Banner Street**

CALL TO ORDER

ROLL CALL

AGENDA CHANGES

UNSCHEDULED PUBLIC COMMENT

CONSENT AGENDA

1. Minutes of the regular meeting of June 5, 2023

NEW BUSINESS

2. Discussion regarding local historic register plaque design—Alex Cramer, Planner/Project Manager
3. Discussion regarding historic color palettes—Alex Cramer, Planner/Project Manager
4. Discussion regarding a possible meeting with the Main Street Board of Directors—Alex Cramer, Planner/Project Manager
5. Discussion regarding promotional outreach—Alex Cramer, Planner/Project Manager
6. Discussion regarding Historic Walk and Talk rentals—Alex Cramer, Planner/Project Manager
7. Discussion regarding oral history voice recorders—Alex Cramer, Planner/Project Manager
8. Discussion regarding PA system upgrade—Alex Cramer, Planner/Project Manager
9. Discussion and possible action regarding the budget—Alex Cramer, Planner/Project Manager

STAFF REPORT

10. Staff Report

BOARD REPORTS

ADJOURNMENT



**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
JUNE 5, 2023**

CALL TO ORDER

The Regular Meeting of the Historic Advisory Board was called to order on Monday, June 5, 2023, at 4:30 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 Alexandra 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 May 1, 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 the Historic Advisory Board Member Application

Staff provided a report on an update to the Historical Advisory Board application form.

Discussion followed between Staff and the Board.



Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to approve the application with the modifications as discussed.

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

3. Discussion regarding promotional outreach and informational flyer

Staff provided a report on the flyer presented to the Board. Discussion followed.

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to raise the current budget for promotional materials from \$750.00 to \$2,500.00.

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

4. Discussion regarding Friday Night Market

Staff provided a report which included dates available for the Historic Advisory Board to have a booth at the Friday Night Market. Discussion followed.

5. Discussion regarding tax credits and incentives presentation with History of Colorado

Staff provided a report and discussed having a speaker to explain possible tax credits.

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to set the tax credit discussion for the August 7, 2023, Historical Advisory Board Meeting.

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

Motion by Vice Chair Aimee Woodall, seconded by Historian Bob Rasmussen, to move the July 3, 2023, Regular Board Meeting to July 17, 2023.

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

OLD BUSINESS

6. Discussion regarding the Historic Walk and Talk

Staff and the Board discussed costs for the Walk and Talk.

STAFF REPORTS

- Mr. Higgins discussed the workplan and allocations for the 2024 budget.
- Discussion on the budget followed.
- Ms. Cramer went through her written report that was provided to the Board in their packet.



BOARD REPORTS

- Discussion regarding Board Member email issues.
- Chair Quest brought up a discussion on construction and designs in the proposed Historic District.
- Discussion followed on the topic of design in the Historic District.

ADJOURNMENT

Motion by Historian Bob Rasmussen, seconded by Vice Chair Woodall, to adjourn the meeting at 5:53 PM. The vote of those Board Members present was unanimously in favor. Motion carried.

Chair John Quest

Town Clerk Michelle Oeser



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Historic Advisory Board

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: Discussion Regarding the Historic Plaque Design

SUMMARY

Per the direction of the HAB, Staff has put together several plaque designs to review. Based on previous discussions, the designs include the name of building and date of construction. Further direction is needed from the HAB on the exact measurements, style, wording, and color of the plaque.

STAFF RECOMMENDATION

Staff recommends that the Historic Advisory Board decide on the type of plaque design staff should move forward with getting a quote on for the local historic registered properties.

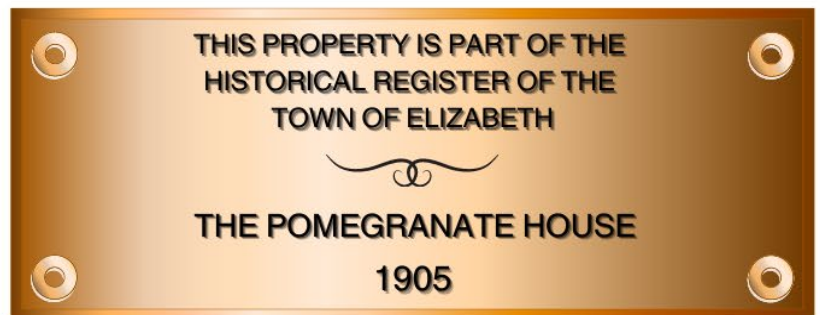
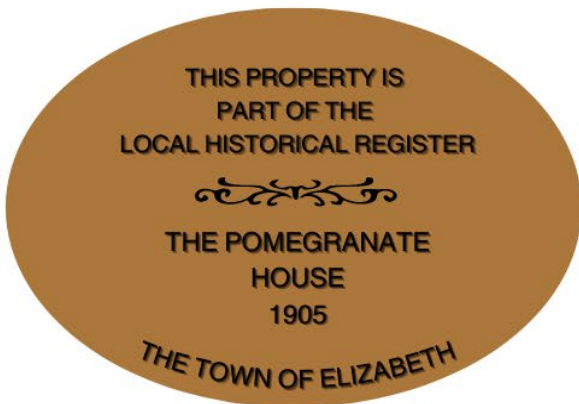
ATTACHMENTS

Plaque designs



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT





TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Historic Advisory Board

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: Discussion Regarding the Historic Color Palette

SUMMARY

Per the request of the HAB, Staff has researched historic color palettes to be implemented in the update of the design standards and guidelines.

STAFF RECOMMENDATION

Staff recommends that the Historic Advisory Board provide feedback on the color palette that is provided and whether to implement into the design standards and guidelines.

ATTACHMENTS

Historic Color Palette

Sherwin-Williams proudly presents Heritage Colors™—40 historic Nineteenth Century hues that capture the grace and elegance of another era.
Heritage Colors have been authenticated by Dr. Roger Moss, and documented in his book, *Century of Color: Exterior Decoration for American Buildings, 1820-1920*.

Restore classic beauty to your Traditional or Victorian styled home with a selection from this distinguished collection — the best of America's past.
Heritage Colors are available in
• SUPERPAINT™ Exterior Latex House & Trim Paint...The best paint ever made by Sherwin-Williams
• SWP® Gloss House & Trim Paint (Oil Base)

HERITAGE COLORS™ 1820-1920



ROOKWOOD JADE 94283	RENWICK OLIVE 94150	COLONIAL REVIVAL YELLOW 94440	DOWNING CREAM 94028	COLONIAL REVIVAL IVORY 94432	ROOKWOOD AMBER (TRIM) 94184				
RENWICK HEATHER (TRIM) 94143	COLONIAL REVIVAL BLUE 94416	RENWICK FENCE GREEN 94119	TIFFANY BRONZE 94366	CLASSICAL WHITE 94408	DOWNING STRAW 94077	RENWICK YELLOW 94176	ROOKWOOD CLAY 94234	RENWICK BEIGE 94101	ROOKWOOD RED 94325
ROOKWOOD DARK RED (TRIM) 94275	COLONIAL REVIVAL GRAY 94424	ROOKWOOD BLUE GREEN 94218	TIFFANY OLIVE 94382	DOWNING YELLOW 94085	ROOKWOOD ANTIQUE GOLD 94192	DOWNING SAND 94044	ROOKWOOD BROWN 94226	RENWICK ROSE BEIGE 94168	ROOKWOOD DARK BROWN (TRIM) 94242
DOWNING SLATE (TRIM) 94051	ROOKWOOD SASH GREEN 94333	TIFFANY PALM GREEN 94390	TIFFANY MOSS GREEN 94374	DOWNING STONE 94069	RENWICK GOLD 94127	ROOKWOOD TERRA COTTA (TRIM) 94358	ROOKWOOD MEDIUM BROWN (TRIM) 94291		
ROOKWOOD SHUTTER GREEN 94341	ROOKWOOD DARK GREEN (TRIM) 94259	ROOKWOOD DARK OLIVE 94267	ROOKWOOD OLIVE 94317	DOWNING EARTH 94036	RENWICK GOLDEN OAK 94135				





TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Historic Advisory Board

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: Discussion Regarding a Possible Meeting with the Main Street Board of Directors

SUMMARY

The Main Street Board of Directors has requested to meet with the Historic Advisory Board to discuss the direction of the proposed Main Street Historic District and update to the Chapter 6 Design Standards and Guidelines. Following the public meetings that were held, some concerns have been raised in regard to the requirements being proposed in the Chapter 6 update. The MSBOD and Staff believe that a meeting between the two boards would be the most effective in addressing these concerns.

STAFF RECOMMENDATION

Staff recommends that the Historic Advisory Board consider some dates to meet with the MSBOD to discuss the proposed Main Street Historic District and the update to the Chapter 6 Design Standards and Guidelines.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Historic Advisory Board

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: Discussion Regarding Promotional Outreach

SUMMARY

Per the direction of the HAB, Staff has researched the costs and method to distribute the HAB promotional flyer to the Town of Elizabeth and surrounding area. The most cost-effective option is through Vista Print, and totals \$3,432.82 for 6,334 mailings.

Staff has attached the cost information below.

STAFF RECOMMENDATION

Staff recommends that the Historic Advisory Board give direction on whether to pursue the distribution of the promotional flyer.

ATTACHMENTS

Vista Print Quote



Mailing Services Postcards

Estimated delivery by 7/8/2023

Quantity 6334



Selected options

Mailing Services: Mailable	Included
Postage: First Class	Included
Paper Thickness: Standard	Included
Paper Stock: Glossy (front only)	Included
Backside: Blank	Included
Paper Finish: None	Included
Address Service Option: Current Resident	Included
Processing: Standard	Included
Product Orientation: Horizontal	Included
Size: 6" x 9"	\$425.69 \$399.22

Postage	\$2,533.60
Mailing list service	\$500.00
You saved	\$26.47

Item total ~~\$3,459.29~~ \$3,432.82

Postcard Mailing Total ~~\$3,459.29~~ \$3,432.82



TO: Historic Advisory Board

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: Discussion Regarding Historic Walk and Talk Rentals

SUMMARY

Per the direction of the Historic Advisory Board, Staff has received a quote from Colorado Party Rentals to provide a tent, tables, tablecloths, and chairs for the Historic Walk & Talk. The total for all rental items, as well as for delivery and pick up, would be \$3,234.32.

STAFF RECOMMENDATION

Staff recommends that the Historic Advisory Board provide direction on whether to pursue the rentals for the Historic Walk & Talk.

ATTACHMENTS

Colorado Party Rentals Quote



catalog.cpartyrentals.com

Rented from
 5005 IRONTON STREET 303-781-1111 Phone
 DENVER, CO 80239

Customer #: 19322
 TOWN OF ELIZABETH
 P.O. BOX 159
 ELIZABETH, CO 80107 Phone 303-646-4166

Status: Quote

Quote #: q55527-1
 Event Date: Sat 9/30/2023 9:00AM
 Billed Thru: Sat 9/30/2023
 Job Loc: E Kiowa Ave and Main St ; ELIZABETH
 Ordered By: Alex
 Operator: Kayli DePaco
 Job Descr: Special event

Event Designer: KAYLI DEPACO kdepaco@cpartyrentals.com

Delivery Fri 9/29/2023 8:00AM - 5:00PM

Pickup Sun 10/ 1/2023 8:00AM - 5:00PM

Vacant Lot
 E Kiowa Ave and Main St
 ELIZABETH, CO 80107

Vacant Lot
 E Kiowa Ave and Main St
 ELIZABETH, CO 80107

- Confirm on site contact and phone number
- Confirm delivery/pickup dates & timing
 (3-hour windows between 8am-5pm for standard delivery)*additional fees may apply
- Confirm specific delivery instructions for the driver

PLEASE GATHER AND STACK ALL COLORADO PARTY RENTALS EQUIPMENT INTO THE SAME FASHION AS IT WAS DELIVERED (items will not be searched for around the property)

CLIENT RESPONSIBLE FOR PROTECTION OF RENTALS IN INCLEMENT WEATHER AND WILL BE CHARGED FOR ANY DAMAGE

- *This does not include setup or tear down of the items*
- *Shake linens free of debris and place in purple linen bags*
- *Wipe plates/utensils free of food and debris and place back in crates*

RENTAL ITEM REQUIREMENTS:

- Plates, Flatware and Napkins are rented in quantities of 10 (rounded up)
- Chargers are rented in quantities of 5 (rounded up)
- All Glassware is rented by full crate quantities (varies by type of glass)

Qty	Items Rented	Each		Price
1	30' X 50' WHITE FRAME TENT THE CUSTOMER IS RESPONSIBLE FOR: --CLEARLY MARKING ALL UNDERGROUND UTILITIES --VACATING THE TENT IF SEVERE WEATHER OCCURS --CLEARING THE INSTALLATION AREA OBJECTS	\$1,650.00		\$1,650.00
12	Approved Staking Of Tent(s) ***** THE CUSTOMER IS RESPONSIBLE FOR LOCATING AND MARKING ALL UNDERGROUND UTILITIES PRIOR TO DELIVERY OF THE TENT(S) THE CUSTOMER APPROVES THAT STAKING IS OK AND ASSUMES ALL LIABILITY AND DAMAGE CAUSED BY STAKING. UTILITY MARKING SERVICE PHONE NUMBER IS 1-800-922-1987	\$0.00		\$0.00
10	8' BANQUET TABLE Additional fee applies for CPR to set/strike	\$14.00		\$140.00
100	WHITE BASIC FOLDING CHAIR Additional fee applies for CPR to set/strike	\$3.00		\$300.00
10	FOREST 90"X156" BOX CLOTH	\$30.50		\$305.00
1	FIRE/PERMIT PACKAGE	\$300.00		\$300.00

Qty	Items Rented	Each	Price
2	EXIT LIGHTS	\$25.00	\$50.00
2	NO SMOKING SIGN	\$12.00	\$24.00
2	FIRE EXTINGUISHER	\$30.00	\$60.00

Qty	Items Sold	Each	Price
1	ELIZABETH	\$335.00	\$335.00

Quote only - rentals and pricing not reserved

Rental:	\$2,829.00
Damage Waiver:	\$70.32
Delivery Charge:	\$335.00
Subtotal:	\$3,234.32
Total:	\$3,234.32
Paid:	\$0.00
Amount Due:	\$3,234.32

Signature: _____
 TOWN OF ELIZABETH

For good and valuable consideration, you and Trip West, LLC, a Colorado limited liability company, d/b/a "Colorado Party Rental" (also referred to herein as "CPR," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means your order or reservation identifying the item(s) being rented to you hereunder; "Contract" means P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section [or "§"] 4 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1.
2. You agree to rent from CPR the Rented Item(s) for the period(s) specified on P.1 (the "Term"), at the end of which, your rights to use and possess the Rented Item(s) shall expire and terminate. You agree to pay us the applicable rental rate(s) set forth on P.1 (the "Rent"), and all other charges accruing hereunder, without proration, reduction or setoff, and remain liable for all associated injuries and damages (including damage to any one or more Rented Item(s)), for the entire Term and until all Rented Item(s) is/are actually returned to and accepted by CPR in the return condition required under § 11. Unless otherwise specifically agreed by CPR, all rental rates are for normal use of the Rented Item(s) on a single-event basis and otherwise in accordance with the terms of this Contract and the "Instructions" described in § 4. Additional Rent at our maximum periodic rate will be due for overuse and late returns. No cancellation or reduction of Rent will be allowed for act(s) of God, events of *force majeure*, time in transit or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed in writing by CPR, you: (i) will pay us: (A) the Estimated Rent, together with any deposit specified on P.1 (or if none, 50% of the Estimated Rent) in advance (together, the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) acknowledge and agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability to us; and (D) all Prepayments are **NON-REFUNDABLE** if the order is not canceled at least: (x) 30 days prior to the event with respect to tents; or (y) 10 days prior to the event with respect to other Item(s). Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.
3. You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, setup, installation and/or retrieval), you agree to: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless CPR. If you are not present upon our delivery, setup, installation or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).
4. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have received, reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, ASME, IBC, IFC, NFPA, UL, IEEE, ASSP, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all applicable safety equipment and devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface (For line locations, call **111 least 3 full business days prior to excavation (not including the day of the call)**); (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); (vii) will promptly notify the police if any Item(s) is/are stolen or involved in any accident; and (viii) will ensure that all others comply with this Contract. You will notify us immediately if any of the foregoing shall prove incorrect or misleading at any time.
5. In the event of a Malfunction as defined in § 4, you agree to immediately notify and return the Malfunctioning Item to, CPR, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use, operate, occupy or otherwise deal with any Rented Item(s) (including your guests and invitees), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).
6. Except with respect to Item(s) CPR rents from one or more third-party owner(s) (each, a "TPO") and re-rents to you, CPR owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You **SHALL NOT**: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) **loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent (in our sole discretion)**. We may substitute, sell and/or assign any Rented Item(s) and/or all or any part of our interests therein and/or in this Contract at any time, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of CPR.
7. **SAFETY WARNINGS:** THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE **FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS** TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) by properly trained, qualified, certified, FAMILIARIZED and/or licensed (as applicable) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times.
8. **SAFETY PRECAUTIONS:** You will not, nor will you permit anyone else to abuse, misuse, overuse, conceal, place in storage with any third party, repair, modify or damage any Rented Item. YOU ALSO AGREE TO: (A) **ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT LEAST 21 YEARS OF AGE AT ALL TIMES**; (B) **POST AN OSHA-COMPLIANT EVACUATION PLAN ON OR NEAR EACH TEMPORARY STRUCTURE INCLUDED IN THE RENTED ITEM(S);** and (C) **EVACUATE, AND permit CPR to delay delivery, installation AND/OR USE of, or dismantle and/or retrieve ANY or all rented item(s)** (without obligating us to do so), if any hazard (including without limitation, **severe weather**) occurs or threatens.
9. **no warranties:** ALL ITEM(S) ARE PROVIDED "**AS-IS**". CPR MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE**, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS, CONTAMINATION AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(IES) arising FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED IN THIS CONTRACT, NOR DOES CPR MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY COLORADO PARTY RENTAL. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.**
10. **INDEMNITY:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND bodily INJURY, ILLNESS, LOSS, PRODUCTS LIABILITY, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING from and/or IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, TEARDOWN, MALFUNCTION, COLLAPSE, STORAGE, CLEANING, DISINFECTION, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL thereof, WHETHER OR NOT YOUR FAULT (collectively, "risks"); (B) **RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS**, Trip West, LLC, d/b/a "Colorado Party Rental", each TPO, their respective parents, partners, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 5, (C) **WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.
11. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to CPR on time at the end of the Term, complete, clean, free of contamination, burns, cuts, frays, stains, discoloration, chalk, wax, staples, tape, adhesives, and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent at our highest incremental rate for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, all costs of cleaning, repairs, maintenance and/or replacement(s) of/to the Rented Item(s)). Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE TO REFRAIN FROM PACKING ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**
12. If and only if, we have offered, and you have paid for our **Optional Limited Damage Waiver ("LDW")** (set forth on P.1, (if available), **EXCLUDING TENTS**) in advance of the Term, you will have no liability to us for 80% of the repair/replacement costs for **physical damage** to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) intentional damage as well as all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, overloading and failing to reasonably protect it/them); (iii) tents, sidewalls and all related hardware, GPS devices and telematics systems, (b) 20% of the repair/replacement costs for physical damage to items covered by LDW. You may decline LDW if you provide property damage/inland marine insurance covering the subject Item(s) for the full new replacement cost of the Rented Item(s). **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**
13. We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS and/or telematics) any Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant to CPR a perpetual, royalty free, worldwide, right and license to create, edit, display and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure*, or any other event, fact or circumstance beyond our reasonable control (including without limitation any epidemic, pandemic and/or governmental or regulatory action or mandate), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder and not timely paid will bear interest at the lesser of (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide (up to 150% of the new replacement cost of the Item(s)). You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder for the Item(s) identified on P.1. You agree to pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and/or this Contract. In the event any legal action is commenced in connection with this Contract, the prevailing party will be entitled to recover its costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) from the non-prevailing party. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative.

14. Your Rental shall be deemed a "net" rental. Accordingly, your obligations hereunder shall be UNCONDITIONAL, and without setoff, reduction or counterclaim. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and any Indemnitee, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if CPR reasonably deems itself insecure; or if any Rented Item(s) shall be lost or, unless covered by LDW per § 12, damaged, you will be in **DEFAULT** under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are and will remain cumulative.

15. This Contract shall be governed by and enforced under the laws of Colorado. At our option, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator selected by us at the offices of the American Arbitration Association located in or nearest to El Paso County, CO. The arbitrator's decision shall be final and binding and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to El Paso County, CO (unless waived by CPR). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **YOU WAIVE YOUR RIGHTS TO TRIAL BY JURY AND TO PARTICIPATE IN ANY CLASS OR JOINT ACTION.**

16. This Contract and any addenda(um) we provide constitute(s) the entire agreement between you and CPR, superseding all other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, and Trip West, LLC, the other Indemnitees and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto). Digital, electronic, photocopied and facsimiled signatures and initials hereon will be deemed originals.

17. **WARNING:** Obtaining, retaining or exercising control over anything of value of another without authorization or by means of threat or deception, or without the consent of the owner, or knowingly failing to return said property to the owner or provider within 72 hours after the agreed upon time of return may be deemed theft, subjecting the violator to **CRIMINAL PROSECUTION AND/OR CIVIL PENALTIES.** See C.R.S. §18-4-401, *et seq.* for details.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Historic Advisory Board

FROM: Zach Higgins, Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: Discussion Regarding Oral History Voice Recorders

SUMMARY

The Historic Advisory Board has expressed interest in moving forward with oral history collection. Per the presentation from the History of Colorado Oral History Curator, it is recommended that two voice recorders are used during interviews. Staff has researched voice recorders to be purchased for the oral history interviews.

The first recorder is an Aiworth device that cost \$41.99. The second recorder is a Sony device with a plug-in microphone for \$69.99.

Staff has attached information about the voice recorders below.

STAFF RECOMMENDATION

Staff recommends that the Historic Advisory Board provide direction on the purchase of the voice recorders.

ATTACHMENTS

Voice Recorder Quotes



72GB Digital Voice Recorder Voice Activated Recorder for Lectures Meetings - aiworth 5220 Hours Sound Audio Recorder Dictaphone Recording Device with Playback,MP3 Player,Password,Variable Speed

Visit the Aiworth Store
4.3 ★★★★★ 7,209 ratings
| 447 answered questions
#1 Best Seller in Digital Voice Recorders

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Buy new: **\$41⁹⁹**

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Sony Voice Recorder ICD-PX Series with Built-in Mic and USB, microSD Card Slot Up to 32 GB to Expand Memory, Adjustable Microphone Range, Includes A NeeGo Lavalier Lapel Mic

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See more

Add a Protection Plan:



TO: Historic Advisory Board

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: PA System Upgrade

SUMMARY

The Main Street Board, Historic Advisory Board, and others have expressed interest in a larger or farther-reaching PA System for our outdoor events. The Town currently has a PA System that we have connected a single Bluetooth party speaker. This was able to reach about 100 people with some difficulty.

Another option would be to obtain two Soundboks Performance Bluetooth Speakers. These speakers were designed for outdoor use and have the ability to be expandable with up to five connected speakers at one time. These speakers also come with options to be stand mounted, used as a backpack, set on the ground, or mounted to a trailer. No additional equipment is needed outside of a wireless microphone and cell phone.

Staff has attached information about the speaker to be reviewed.

BUDGET

The Soundboks system would require a wireless microphone to be purchased separately that can be obtained for \$75. This cost can be shared with the Historic Advisory Board, Community Development Event Budget, and MSBOD. This would make the HAB portion approximately \$790 for the Soundboks system. Another option is for the Historic Advisory Board to cover the whole cost of the PA System and microphone which would be \$2,371.92.

STAFF RECOMMENDATION

Provide Staff with a recommendation regarding the PA System.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

ATTACHMENT(S)

SOUNDBOKS Performance Bluetooth Speaker Information

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\$1,064.00

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SOUNDBOKS (Gen. 3)

~~\$1,128.00~~ \$1,064.00

~~\$1,128.00~~ \$1,064.00



Grill color // White



Add an Accessory with 50% off

- Backpack
- Tripod
- Powerbank
- Microphone
- Cable bundle
- Extra Black Grill
- No, I don't want to save 50%

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Starting at \$97/mo with [affirm](#)

Batteries and Chargers are excluded from the Summer Adventure Deals.

You will receive your order within 2-6 business days.

This is a Bluetooth Performance Speaker, the latest from SOUNDBOKS. Loud enough to fill a room or outdoor venue with huge bass, crisp treble and immersive sound for ~40 hours on a single battery. Wirelessly Host up to 4 other SOUNDBOKS speakers in TeamUp mode for events and parties.

Built for durability, transportability, and connectivity, the SOUNDBOKS can outlast, outmove, and outperform any speaker out there.





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\$1,064.00

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express shipping, and is not valid in Alaska, Hawaii or U.S. Territories.

2+1 Year Warranty

100 Day Free Returns

Free Shipping
in Continental US

Premium Support

Compatible with
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VOLUME + SOUND



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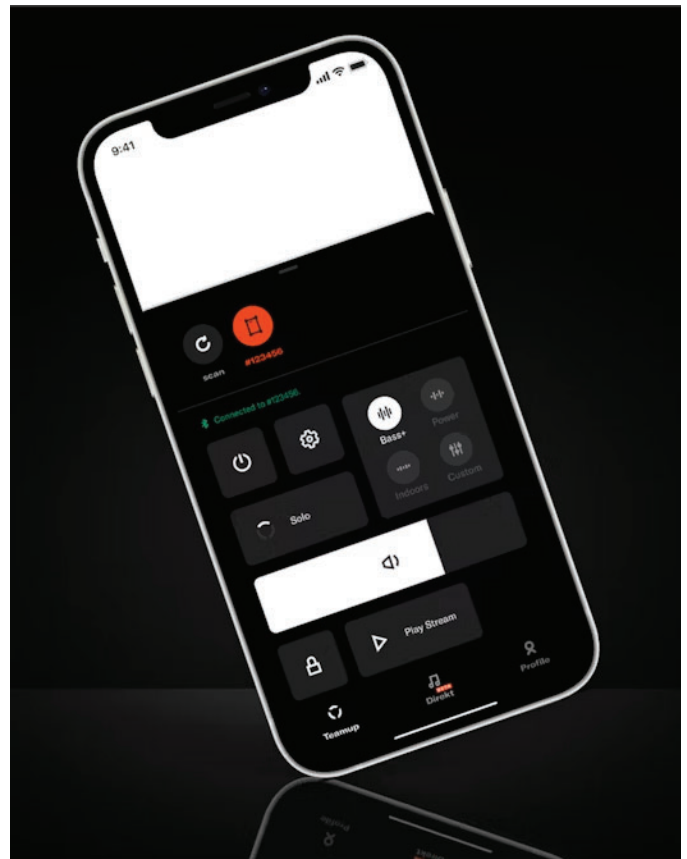
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Power, Indoor modes or the customizable EQ for a full-range frequency experience.

Use the app to assign stereo roles in TeamUP mode, dial in sounds + more. Plus, get performance firmware upgrades that make your SOUNDBOKS a whole new SOUNDBOKS from the inside out. Learn more.



DURABILITY + PORTABILITY



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\$1,064.00

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WIRELESS + CONNECTION

TeamUp with SKAA to create a wireless, assignable speaker system with up to five speakers. Engage the ProPanel for microphones, mixers, instruments + more.

corners for worry-free operation. Take it anywhere and set up in seconds.



BATTERY LIFE + SWAPPABILITY

SOUNDBOKS



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a snap to keep the music going while you recharge.





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What's in the box?



Tech Specs



SOUND

AMPLIFIER

Merus Audio eximo® amp switching
3 × 72W RMS class D amplifiers
Advanced Bass DSP

ACOUSTICS

Effective frequency range: 40Hz - 20kHz
Custom sound profile with bass enhancer

DRIVER UNITS

2 × 10" 96dB woofers
1 × 1" 104dB compression driver tweeter

CONNECTIVITY

Bluetooth 5.0
TeamUP connection

- Wirelessly connect up to 5 (total) nearby New SOUNDBOKS(2019) speakers (SKAA network)

Pro Panel

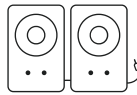
- 2 × Combo microphone/instrument (XLR, 1/4") input
- 1 × 3.5mm Stereo Input
- 1 × 3.5mm Stereo Output



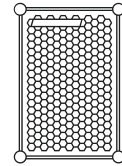
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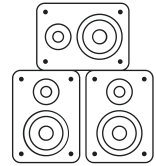
What's a Bluetooth Performance Speaker? ✕



BT Speakers



SOUNDBOKS
(Gen. 3)



PA Systems

Concert-level Volume



Crowd-ready Durability



Bluetooth Connectivity



6-second Setup



Swappable Battery



Wirelessly Pairable



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Shipping



Warranty + Returns





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play music wirelessly, connect devices to the ProPanel and use TeamUP to connect multiple Gen. 3 speakers. However, without the app you won't be able to access the sound and performance upgrades. You'll also miss out on the advanced controls and EQ profiles. Plus you can't use TeamUp to assign speaker roles, and that stuff is really cool.

Do I need to register my SOUNDBOKS in the SOUNDBOKS app?

If you want an additional year of warranty (on top of the standard SOUNDBOKS 2-year warranty) or if you want access to the full world of SOUNDBOKS, additional speaker security and the awesome features we're currently developing, then you need to register. But if none of that matters to you, then feel free to enjoy your SOUNDBOKS as it is out-of-the-box.

Why does a Bluetooth speaker need to be durable?

We don't know what your shindigs look like, but our parties and events are unpredictable, so we designed the SOUNDBOKS to be ready for almost anything while still sounding full and loud. The coated poplar plywood cabinet of the SOUNDBOKS (Gen. 3) is acoustically resonant and light, with optimal strength and flex – while the coating keeps it water resistant. The internal components of the SOUNDBOKS have an IP65 rating (though the bass ports mean that it should never be fully submerged), and the electronics and battery can play in temperatures from -10 to +40 °C (+14 to +104 °F).

Can I connect multiple SOUNDBOKS speakers wirelessly?

REVIEWS



"Connecting several together is silly easy."



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The world's LOUDEST portable speaker for DJs?

Soundboks Update - New Sound Modes New Features

The world's Loudest Wireless Speaker



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Employee: Very great serv...

Leoni-Monique Bunk, 4 hours ago

really well. After...

Matt, 5 hours ago

Showing our 3, 4 & 5 star reviews

Rated 4.6

Showing ou

Very received
fastly have
is speaker
and the system,
greatly
service day
I bought SOUNDBOKS,
highly.
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Tripod Speaker Stand
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TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Historic Advisory Board

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: July 17, 2023

SUBJECT: Discussion and Possible Action Regarding Budget

SUMMARY

Per the direction of the Historic Advisory Board, Staff has provided the current workplan and a proposed budget spreadsheet with the current expenditures up to this point. This budget spreadsheet is intended to be utilized as a template for this discussion.

STAFF RECOMMENDATION

Staff recommends that the Historic Advisory Board provide direction and possible action on the allocation of the budget.

ATTACHMENTS

HAB Workplan

Budget Spreadsheet Template

HISTORIC PRESERVATION PROGRAM WORK PLAN 2023

Category	Tasks	Start Date	Date to be completed	Status	HAB VOLUNTEER(S)	Funding source	Budget
							\$37,000
Training	Attend Annual Saving Places Conference	February-23	February-23	Completed			
	Participate in online and in-person CLG training as offered by DOLA and History Colorado	Ongoing	Ongoing	-		\$3,000 HAB	\$3,000
Planning	Annual work plan and budget planning	October	December	-		N/A	
	Maintain a Historic Preservation Plan for program	Ongoing	Ongoing	Chapter 8 of Comprehensive Plan		N/A	
Operational/Administrative	CLG Annual Report	October	November 1st	-		N/A	
	CLG Audit (Every 5 years)	January-23	Dec-23	-		N/A	
	Establish designated meeting posting place	1st meeting of calendar year	1st meeting of calendar year	January meeting agenda		N/A	
	Submit meeting minutes to History Colorado	Ongoing	Ongoing	-		N/A	
	Election of Chair and Vice Chair	Last meeting of calendar year	Last meeting of calendar year	-	N/A	N/A	
	Maintain copies of historic context studies and inventory reports	Ongoing	Ongoing	-	John	\$2,500, HAB	\$2,500
	Maintain promotional materials on program	Ongoing	Ongoing	-			
	Quarterly reports to the Board of Trustees	January, April, July, October	January, April, July, October	Update	John	N/A	
	Public Awareness and Communication	Ongoing	Ongoing	Quarterly Check-in	All	Need to establish	
Projects	Serve as consultant for Section 106 reviews	Ongoing	Ongoing	-	Aimee	N/A	
	Review and recommendation of historic alterations/designations	Ongoing	Ongoing	-	Aimee	N/A	
	Historic Walk and Talk	July	September		All	\$500, HAB	\$500
	Historic Preservation Education/Media articles	Ongoing	Ongoing	Ongoing	John, Bob	N/A	
	Building plaques	TBD	TBD		All	-	
	Historic District Creation	TBD	TBD	TBD	All	Possibly In-House	
	Historic Preservation Design Guidelines Update	TBD	TBD		Aimee, John	Possibly In-House	
Intensive Surveys	TBD	TBD		All	\$5,107	\$5,107	

HAB Proposed Budget

Category	Task	Year to Date Actuals	Allocated	Budget
				\$ 37,000.00
Training	Saving Places Conference	\$ 1,185.15	\$ 3,000.00	
	CLG Training	\$ 150.00		
	Town Visit			
	2023 APA State Conference			
Operational/Administrative	Historic Context Studies and Inventory Reports	\$ 53.43	\$ 2,500.00	
	Promotional Materials	\$ 717.84		
	Networking	\$ 125.77		
	Miscellaneous	\$ 59.07		
Projects	Building Plaques			
	Historic Preservation Education/Media Articles	\$ 39.95		
	Public Awareness/Communication	\$ 60.98		
	Local Historic Registered Properties			
	Oral History Collection			
	Intensive Surveys		\$ 5,107.00	
Events	Historic Walk & Talk		\$ 500.00	
	188 S Main Street	\$ 388.11		
	TOTALS	\$ 2,780.30	\$ 11,107.00	\$ 25,893.00



TO: Historic Advisory Board
FROM: Alexandra Cramer, Planner/Project Manager
DATE: July 17, 2023
SUBJECT: Staff Report

STAFF REPORT

- 1. Training:**
 - a. Additional Trainings for HAB?
- 2. Discuss Work Plan**
 - a. The HAB has volunteered for assignments within the Work Plan.
 - b. Funding opportunities for property owners to make historic façade improvements
 - c. Additional items the HAB would like to modify/add
- 3. Discuss the Chapter 6 Design Standards and Guidelines**
 - a. The revisions and comments from the HAB were implemented into the design standards and guidelines.
 - b. Staff forwarded the document over to the Town’s legal counsel for review.
- 4. Discuss Potential Visit to a Historic Main Street Community**
 - a. Staff has reached out to the City of Salida’s Community Development Department to set up a potential visit with their Historic Preservation Commission.
 - b. The HAB should discuss if this is something they would like to do in the late summer or early fall.
- 5. Discuss the Pursuit of Additional Local Registered Properties**
 - a. Jeff and Connie Lehman expressed their interest in registering their property in the local historic register.
 - b. The HAB should discuss how they would like to pursue individuals that are interested in registering their property.
- 6. Walk and Talk Date**
 - a. The HAB has chosen September 30th, 2023.
- 7. Monument Sign Meeting**
 - a. The Main Street Board put out an RFP for the creation of a monument sign on the corner of main street and CO-86. After consideration, DHM was chosen for this project. The design charrette meeting was held on June 26th. Staff will keep the HAB updated on future meetings for this project.
- 8. Historic Advisory Board Quarterly Update**
 - a. John presented the Historic Advisory Board’s quarterly update to the Board of Trustees on June 27th.
- 9. State APA Conference**



- a. This year's State APA Conference will be held in Colorado Springs on September 27th, 28th and 29th.