



# TOWN OF ELIZABETH

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**Agenda (only) updated 12/19/22**

## TOWN OF ELIZABETH

**WORKSHOP Tuesday, December 13, 2022, at 6:15 PM**

## BOARD OF TRUSTEES REGULAR MEETING

**Tuesday, December 13, 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 Special Meeting of November 29, 2022, at 7:00 p.m. UPDATED 12/19/22
2. Outback Liquor Tasting Permit Application
3. Approval of Out of State Travel for 2023 Main Street Now Conference

### PRESENTATIONS

4. Presentation to outgoing Mayor Vasquez – Patrick Davidson

### NEW BUSINESS

5. Swearing in of the New Mayor Board Members by the Town Clerk– Michelle Oeser
6. Discussion and possible action on selection of Mayor Pro Tem– Michelle Oeser
7. Discussion and possible action on the Appointment of Officers of the Town: Town Attorney, Town Clerk/ Treasurer, Deputy Clerk, Municipal Court Judge, and Associate Court Judges, – Patrick Davidson
8. Discussion and possible action on Resolution 22R54, a Resolution amending the Mill Levy – Patrick Davidson
9. Discussion and possible action on Resolution 22R55, a Resolution establishing updated Building Permit Fees– Patrick Davidson

- [10.](#) Discussion and possible action on Resolution 22R56, a Resolution approving the Professional Services Agreement between Town of Elizabeth, Colorado and SAFEbuilt Colorado, LLC – Patrick Davidson
- [11.](#) Discussion and possible action on the reappointment of Bob Rasmussen to the Historic Advisory Board, with a term through December 31, 2025 – Zach Higgins
- [12.](#) Discussion and possible action on donations to the Elizabeth High School Student Council and Band – Michelle Oeser

**PROCLAMATION**

- [13.](#) Arbor Day Proclamation – Mayor Snively

**MANAGEMENT MONITORING REPORTS**

- [14.](#) Management Monitoring Reports

**BOARD OF TRUSTEES REPORTS**

**MINUTES**

- [15.](#) Minutes of the Historic Advisory Board Meeting of October 3, 2022
- [16.](#) Minutes of the Planning Commission Meeting of November 1, 2022

**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

November 29, 2022

### **CALL TO ORDER**

The Special Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, November 29, 2022, at 7:00 p.m. by Mayor Megan Vasquez.

### **ROLL CALL**

Present were Mayor Megan Vasquez, Mayor Pro Tem Angela Ternus, and Trustees Loren Einspahr, Tammy Payne, Linda Secrist, and Nick Snively. There was a quorum to do business.

Also present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Chief of Police Melvin Berghahn, Public Works Director Mike DeVol, Assistant Public Works Director James McErnie, Planner/Project Manager Zach Higgins, Finance Officer Hannah Bruce, Student Liaison Karli Pronske, and Town Attorney Corey Hoffmann.

### **PLEDGE OF ALLEGIANCE**

Mayor Vasquez led the Board in the Pledge of Allegiance.

### **UNSCHEDULED PUBLIC COMMENT**

There was no public comment.

### **AGENDA CHANGES**

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

### **CONSENT AGENDA**

1. Minutes of the Special Meeting of November 15, 2022, at 6:00 p.m.
2. Minutes of the Special Meeting of November 15, 2022, at 7:00 p.m.

Motion by Trustee Einspahr, seconded by Trustee Snively, 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



Main Street Board of Directors Vice Chair Linda Bulmer gave the Board an update on what the Main Street Board has been working on for the year.

### **NEW BUSINESS**

4. Discussion and possible action regarding the appointment of Amy Schmidt to the Planning Commission for a term through 12/31/2025

Motion by Trustee Payne, seconded by Trustee Einspahr, to approve the appointment of Amy Schmidt to the Planning Commission for a term through 12/31/2025.

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

5. Discussion and possible action on Resolution 22R46, a Resolution adopting a schedule for Passport Fee Applications

Motion by Trustee Payne, seconded by Trustee Secrist, to approve Resolution 22R46, a Resolution adopting a schedule for Passport Fee Applications.

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

6. Discussion and possible action on Resolution 22R47, a Resolution adopting a Fleet Maintenance and Replacement Policy

Motion by Trustee Einspahr, seconded by Trustee Snively, to approve Resolution 22R47, a Resolution adopting a Fleet Maintenance and Replacement Policy.

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

7. Discussion and possible action on Resolution 22R48, a Resolution adopting the 2023 Town of Elizabeth Budget

Motion by Trustee Einspahr, seconded by Trustee Snively, to approve Resolution 22R48, a Resolution adopting the 2023 Town of Elizabeth Budget with an amendment to Section 1 from \$20,236 to \$21,740.

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

8. Discussion and possible action on Resolution 22R49, a Resolution appropriating Sums of Money



Motion by Trustee Payne, seconded by Trustee Einspahr, to approve Resolution 22R49, a Resolution appropriating Sums of Money.

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

9. Discussion and possible action on Resolution 22R50, a Resolution to Set Mill Levy

Motion by Mayor Megan Vasquez, seconded by Trustee Einspahr, to approve Resolution 22R50, a Resolution to Set Mill Levy.

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

10. Discussion and possible action on Resolution 22R51, A Resolution approving the First Amendment to the Main Street Streetscape Design CORE PSA

Motion by Mayor Pro Tem Ternus, seconded by Trustee Payne, to approve Resolution 22R51, a Resolution approving the First Amendment to the Main Street Streetscape Design CORE PSA.

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

11. Discussion and possible action on Resolution 22R52, a Resolution approving the First Amendment to the Agreement between the Town and Patricia Ann Fontenot for Victims Advocate Services

Motion by Trustee Secrist, seconded by Trustee Payne, to approve Resolution 22R52, a Resolution approving the First Amendment to the Agreement between the Town and Patricia Ann Fontenot for Victims Advocate Services.

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

12. Discussion and possible action on Resolution 22R53, a Resolution approving the First Amendment to Employment Agreement between the Town and Patrick Glenn Davidson

Motion by Trustee Einspahr, seconded by Trustee Snively, to approve Resolution 22R53, a Resolution approving the First Amendment to Employment Agreement between the Town and Patrick Glenn Davidson.

The vote of those Trustees present was 5 in favor and 1 opposed. Mayor Pro Tem Ternus opposed the motion. Motion passed.



## MANAGEMENT MONITORING REPORTS

- Town Administrator Patrick Davidson told the Board that he has started the process of reaching out to the Colorado State Forest Service.
- Mr. Davidson discussed an issue with individuals riding motorcycles and ATV's on the Town property referred to as the South 40.
- Trustee Einspahr inquired about the open Community Development Director position.
- Mayor Vasquez inquired about sidewalk repair.
- Planner/Project Manager Zach Higgins had nothing additional to add to his written report.
- Discussion on the Annual Town Ornament.
- Town Clerk Michelle Oeser updated the Board regarding the Mayor's Tree Lighting activity schedule.
- Chief of Police Melvin Berghahn discussed the Student Academy Graduation.
- Trustee Payne discussed dog kennel licenses within the Town.
- Public Works Director Mike DeVol gave the Board an update regarding the most recent HUFT report.
- Mayor Pro Tem Ternus asked about where things are with retro warranty work.
- Mayor Pro Tem Ternus asked about the Gold Creek lift station completion timeframe.
- Town Attorney Corey Hoffmann updated the Board on the upcoming decision on term limits.
- Mayor Pro Tem Ternus discussed not allowing kratom in Town.
- Discussion followed on kratom.
- Discussion on psychedelic mushrooms and alcohol followed.

## BOARD OF TRUSTEE REPORTS

- Trustee Payne gave the Board an update on the Senior Project.
- The Board discussed meeting on Friday at 3:00 p.m. to put together staff gifts.
- Mayor Pro Tem Ternus discussed the painting of Elizabeth, and that the artist has relinquished rights to the image.
- Mayor Vasquez thanked both Police Chief Berghahn and Fire Chief Steck for speaking to Running Creek Elementary Students about government. She also thanked Staff for setting things up and providing goodies for the students.
- Mayor Vasquez discussed the Planning Commission Workshop set for January 17, 2023.
- Discussion on mailbox delivery in Town limits.

## STUDENT LIAISON REPORT

### 9. Student Liaison Report



- Student Liaison Karli Pronske introduced herself to the Board.
- Ms. Pronske reviewed her written report for the Board.
- Ms. Pronske discussed plans for the Annual Town of Elizabeth Christmas Lights Contest.

## **MINUTES**

### **10. Minutes of the Planning Commission of Directors Meeting of November 1, 2022**

## **ADJOURNMENT**

Motion by Trustee Secrist, seconded by Trustee Snively, to adjourn the meeting at 8:35 p.m.  
The vote of those Trustees present was unanimously in favor. Motion carried.

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Town Clerk Michelle Oeser

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Mayor Megan Vasquez



## TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Michelle Oeser Town Clerk  
**DATE:** December 13, 2022  
**SUBJECT:** Tasting Permit

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### SUMMARY

Outback Liquor Store applied for a Tasting Permit for the year 2023 on December 6, 2022. Outback Liquors is requesting a tasting permit that runs concurrent with their existing Town and State approved retail liquor license. Per Ordinance 04-10, the Board of Trustees has the authority to approve a Tasting Permit without holding a Public Hearing. The Board may request a Public Hearing on the matter if they find that the applicant has not complied with State statutes or cannot conduct tastings without creating a public safety risk to the neighborhood. The Tastings Permit is limited to 156 days a year. Tastings are allowed on any day of the week. Included with this memo is the current tasting laws, showing basic rules and regulations. If the applicant receives a permit and would like to change a proposed date, they may submit a request to the Town Clerk a minimum of 48 hours before the new tasting. The applicant is aware of these restrictions and obligations and will comply with all laws. Tastings would be held at 113 S. Elizabeth St., Elizabeth, Co. where their liquor license is held.

The applicant has provided a complete application and all dates they are currently requesting for 2023, totaling 108 tastings currently.

### STAFF RECOMMENDATION

Staff recommends approving a Tasting Permit for Outback Liquors.

### ATTACHMENT(S)

Permit Application



151 S Banner Street  
PO Box 159  
Elizabeth, CO 80107

Phone: 303-646-4166  
Fax: 303-646-9434

**RETAIL LIQUOR TASTINGS  
PERMIT APPLICATION**

Licensee Name: Outback Liquors  
DBA: \_\_\_\_\_  
Address: 113 S. Elizabeth St., ~~PO Box~~  
City, State, Zip: Elizabeth, CO 80107  
Mailing Address (if different): P.O. Box 1868  
State License Number: 41-22696-0000  
Business Phone Number: 303-646-4449

At all times during all Tastings, the Licensee shall post and keep visible to the public in a conspicuous place on the licensed premises the Tastings Permit issued by the Town Clerk, and a Minor Warning sign [C.R.S. 12-47-901(5)(h)].

**CERTIFICATION OF APPLICANT**

I hereby certify that the information in this application is true, correct, and complete to the best of my knowledge. I certify that it is my responsibility to be sure that all current and future employees complete a servers training program and submit to the Town Clerk's office. I certify that the licensed premises will keep a log of all tasting dates and times, the log will be kept on the premises for inspection at any time by the local or state enforcement agencies. I certify that it is my responsibility and the responsibility of my agents and employees to comply with all applicable laws, including all applicable provisions of the Town of Elizabeth Municipal Code and the Colorado Liquor or Beer Code Regulations which affect my license.

Authorized Signature: [Signature]  
Title: Owner  
Date: 12/6/22

**TOWN OF ELIZABETH  
APPROVAL OF LOCAL LICENSING AUTHORITY**

(This permit runs concurrent with the liquor license approved by the State of Colorado)

\_\_\_\_\_  
Megan Vasquez, Mayor  
Local Licensing Authority

\_\_\_\_\_  
Date

Outback Liquors  
113 S. Elizabeth St.  
Elizabeth, CO 80107

Liquor Tasting Dates 2023:  
Fridays from 3-7pm (52 total)

1/6/23  
1/13/23  
1/20/23  
1/27/23  
2/3/23  
2/10/23  
2/17/23  
2/24/23  
3/3/23  
3/10/23  
3/17/23  
3/24/23  
3/31/23  
4/7/23  
4/14/23  
4/21/23  
4/28/23  
5/5/23  
5/12/23  
5/19/23  
5/26/23  
6/2/23  
6/9/23  
6/16/23  
6/23/23  
6/30/23

7/7/23  
7/14/23  
7/21/23  
7/28/23  
8/4/23  
8/11/23  
8/18/23  
8/25/23  
9/1/23  
9/8/23  
9/15/23  
9/22/23  
9/29/23  
10/6/23  
10/13/23  
10/20/23  
10/27/23  
11/3/23  
11/10/23  
11/17/23  
11/24/23  
12/1/23  
12/8/23  
12/15/23  
12/22/23  
12/29/23

Saturdays from 12-4pm (52 total)

1/07/23  
1/14/23  
1/21/23  
1/28/23  
2/4/23  
2/11/23  
2/18/23  
2/25/23  
3/4/23  
3/11/23  
3/18/23  
3/25/23  
4/1/23  
4/8/23  
4/15/23  
4/22/23  
4/29/23  
5/6/23  
5/13/23  
5/20/23  
5/27/23  
6/3/23  
6/10/23  
6/17/23  
6/24/23  
7/1/23

7/8/23  
7/15/23  
7/22/23  
7/29/23  
8/5/23  
8/12/23  
8/19/23  
8/26/23  
9/2/23  
9/9/23  
9/16/23  
9/23/23  
9/30/23  
10/7/23  
10/14/23  
10/21/23  
10/28/23  
11/4/23  
11/11/23  
11/18/23  
11/25/23  
12/2/23  
12/9/23  
12/16/23  
12/23/23  
12/30/23

In addition, we request:

11/22/23  
11/23/23  
12/21/23  
12/24/23



**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** December 13, 2022  
**SUBJECT:** Main Street Now Conference – Out of State Travel

**SUMMARY**

Board of Trustees approval is required for Staff and Main Street Board of Directors to attend the 2023 Main Street Now Conference in Boston, MA. This national conference occurs annually, and attendance is required of program staff and board members of Colorado Main Street communities. There is additional interest for attendance at this year’s conference by Town of Elizabeth Main Street Board of Directors. With new members and more interest in in-person training opportunities after COVID-19 restrictions, three (3) Main Street Board of Directors are requesting attendance.

The Colorado Main Street Program provides scholarship funding for Main Street boards and staff to attend this conference, amongst other Main Street training opportunities. The Town of Elizabeth has \$7,212 through FY 2025, or approximately \$2,400 per year. The Main Street Board also has allocated \$8,000 for their 2023 training budget in anticipation of this conference’s increased cost. Staff has estimated the per person cost to be \$2,411.50 or \$7,234.50 total for three (3) Main Street Board Directors.

Registration should open by January 2023, and the conference will take place March 27-29, 2023. The conference is focused on downtown and commercial district management topics.

**RECOMMENDATION**

The Main Street Board of Directors voted to recommend to the Board of Trustees approval of out of state travel for up to three (3) Main Street Board of Directors and requisite staff for the 2023 Main Street Now Conference.

The recommendation is to approve out of state travel for up to three (3) Main Street Board of Directors and requisite staff for the 2023 Main Street Now Conference in Boston, MA.

**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Nick Snively, do solemnly, sincerely, and truly declare and affirm that I will support and defend the Constitution of the United States of America and of the State of Colorado and the ordinances, laws and regulations of the Town of Elizabeth, and will faithfully perform the duties of the office of Mayor I am about to enter into, to the best of my ability.**

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**Signature**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

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**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**



**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Tammy Payne, do solemnly, sincerely, and truly declare and affirm that I will support and defend the Constitution of the United States of America and of the State of Colorado and the ordinances, laws and regulations of the Town of Elizabeth, and will faithfully perform the duties of the office of Trustee I am about to enter into, to the best of my ability.**

\_\_\_\_\_  
**Signature**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

\_\_\_\_\_  
**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**



**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Loren E. Einspahr, do solemnly, sincerely, and truly declare and affirm that I will support and defend the Constitution of the United States of America and of the State of Colorado and the ordinances, laws and regulations of the Town of Elizabeth, and will faithfully perform the duties of the office of Trustee I am about to enter into, to the best of my ability.**

\_\_\_\_\_  
**Signature**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

\_\_\_\_\_  
**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**





## TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Michelle Oeser Town Clerk  
**DATE:** December 13, 2022  
**SUBJECT:** Mayor Pro Tem

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### SUMMARY

After each election and new Board members are sworn into office the next item of business is to choose a Mayor Pro Tem as stated in the Town Code.

#### **Sec. 2-2-30. - Mayor Pro Tem.**

At its first meeting following each biennial election, the Board of Trustees shall choose one (1) of the Trustees as Mayor Pro Tem. In the absence of the Mayor from any meeting of the Board of Trustees, during the absence of the Mayor from the Town or during the inability of the Mayor to act, the Mayor Pro Tem shall perform the duties of the Mayor.

At this time the Board will nominate and vote on a new Mayor Pro Tem. The Mayor Pro Tem will hold the position for the next two years.



## TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor and Board of Trustees  
FROM: Patrick Davidson, Town Administrator  
DATE: December 7, 2022  
SUBJECT: Board of Trustee Appointment of Officers of the Town of Elizabeth

### SUMMARY

The Elizabeth Municipal Code provides for the appointment of officers of the Town by the Board of Trustees. The Code calls for the appointment of officers of the Town during the first regular meeting of the new Board of Trustees.

The follow positions are currently filled and up for reappointment by the Board of Trustees:

Town Clerk – Michelle Oeser  
Town Treasurer – Michelle Oeser  
Deputy Town Clerk – Harmony Malakowski  
Town Attorney – Corey Hoffman and the firm of Hoffman, Parker, Wilson, Carberry, P.C.  
Municipal Judge – Vincent White  
Associate Municipal Judges – Virginia Robbins and Thomas Ramunda, Jr.

**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Corey Y. Hoffmann do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth and will faithfully perform the duties of the office of upon which I am about to enter.**

**Town Attorney**

\_\_\_\_\_  
**Signature**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

\_\_\_\_\_  
**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**



**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Michelle M. Oeser, do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth, and will faithfully perform the duties of the office of upon which I am about to enter.**

**Town Clerk / Treasurer**

\_\_\_\_\_  
**Signature**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

**Mayor** \_\_\_\_\_  
**Nick Snively**



**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Harmony Malakowski, do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth, and will faithfully perform the duties of the office of upon which I am about to enter.**

**Deputy Town Clerk**

\_\_\_\_\_  
**Signature**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

\_\_\_\_\_  
**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**



**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Vincent White, do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth, and will faithfully perform the duties of the office of Municipal Judge of which I am about to enter.**

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**Vincent White**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

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**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**



**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Virginia Robbins do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth and will faithfully perform the duties of the office of Associate Municipal Judge of which I am about to enter.**

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**Virginia Robbins**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

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**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**



**OATH OF OFFICE**

**STATE OF COLORADO  
ELBERT COUNTY  
TOWN OF ELIZABETH**

**I, Thomas A. Ramunda Jr., do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth, and will faithfully perform the duties of the office of Associate Municipal Judge of which I am about to enter.**

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**Thomas A. Ramunda Jr.**

**Subscribed and affirmed to before me this 13<sup>th</sup> day of December 2022.**

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**Michelle M. Oeser, Town Clerk, Town of Elizabeth, Colorado**





## TOWN OF ELIZABETH

HANNAH BRUCE FINANCE OFFICER

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Hannah Bruce, Finance Officer  
**DATE:** December 13, 2022  
**SUBJECT:** Resolution 22R54 , Amending Set Mill Levies for 2023 Budget Year

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### SUMMARY

Final Property Valuations were received from the County Assessor on the 2<sup>nd</sup> of December 2022 with a slight increase of total taxable assessed valuation in the amount of \$6,100.00 from \$36,814,881. Due to the increase, the calculation for Mill Levy's should be levied at 21.819 mills upon each dollar for the Town of Elizabeth for the year 2023. This is an increase of .079 from Resolution 22R50 of 21.740 adopted the 29<sup>th</sup> of November 2022.

### STAFF RECOMMENDATION

Staff recommends approving Resolution 22R54, Amending Set Mill Levies for the 2023 Budget Year

### ATTACHMENTS(S)

A.) Resolution 22R54, A Resolution Amending Set Mill Levies for the 2023 Budget Year

**RESOLUTION 22R54**

**A RESOLUTION AMENDING SET MILL LEVIES FOR 2023 BUDGET YEAR**

AN AMENDED RESOLUTION LEVYING PROPERTY TAXES FOR THE YEAR 2023 TO HELP DEFRAID THE COSTS OF GOVERNMENT FOR THE TOWN OF ELIZABETH, COLORADO, FOR THE 2023 BUDGET YEAR

WHEREAS, the Board of Trustees of the Town of Elizabeth, has adopted the annual budget in accordance with the Local Government Budget Law, on November 29, 2022, and;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenues is \$750,000;

WHEREAS, the estimated 2022 valuation assessment for the Town of Elizabeth approved on November 29, 2022 was in the amount of \$36,814,881;

WHEREAS, the estimated 2023 Mill Levy was calculated at 21.740 mills for all taxable property within the Town of Elizabeth for the year 2023;

WHEREAS, the 2023 Mill Levy should be levied at 21.819 mills for all taxable property within the Town of Elizabeth for the year 2023, and;

WHEREAS, the 2022 valuation for assessment for the Town of Elizabeth as certified by the County Assessor at \$36,820,981;

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

Section 1. That for the purpose of meeting all general operating expenses of the Town of Elizabeth during the 2023 budget year, there is hereby levied a tax of 21.819 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Elizabeth for the year 2023.

Section 2. That the Town Clerk is hereby authorized and directed to either immediately certify to the County Commissioners of Elbert County, Colorado, the mill levies for the Town of Elizabeth as hereinabove determined and set, or be authorized and directed to certify to the County Commissioners of Elbert County, Colorado, the mill levies for the Town of Elizabeth as hereinabove determined and set based upon the final December certification of valuation from the County Assessor.

ADOPTED, this 13th day of December 2022, A.D.

\_\_\_\_\_  
Nick Snively, Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

New Tax Entity?  YES  NO

Elbert County **COUNTY ASSESSOR**

Date 11/29/2022

**NAME OF TAX ENTITY:** TOWN OF ELIZABETH

**USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY**

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022:

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$ <u>35,124,628</u>
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$ <u>36,820,981</u>
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$ <u>0</u>
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$ <u>36,820,981</u>
5.	NEW CONSTRUCTION: *	5.	\$ <u>2,904,965</u>
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$ <u>0</u>
7.	ANNEXATIONS/INCLUSIONS:	7.	\$ <u>0</u>
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$ <u>0</u>
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ⊕	9.	\$ <u>0</u>
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$ <u>\$0.00</u>
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$ <u>\$137.60</u>

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
- \* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
- ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
- ⊕ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

**USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY**

IN ACCORDANCE WITH ART. X, SEC. 20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE Elbert County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022:

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$ <u>335,843,266</u>
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>			
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2.	\$ <u>38,722,100</u>
3.	ANNEXATIONS/INCLUSIONS:	3.	\$ <u>0</u>
4.	INCREASED MINING PRODUCTION: §	4.	\$ <u>0</u>
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$ <u>0</u>
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$ <u>0</u>
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	7.	\$ <u>0</u>

**DELETIONS FROM TAXABLE REAL PROPERTY**

8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$ <u>0</u>
9.	DISCONNECTIONS/EXCLUSIONS:	9.	\$ <u>0</u>
10.	PREVIOUSLY TAXABLE PROPERTY:	10.	\$ <u>0</u>

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
- \* Construction is defined as newly constructed taxable real property structures.
- § Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$345,185,999

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): \*\* \$ 130,879

\*\*\* The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

**NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.**

**A. Steps to calculate the “5.5%” Limit** (refer to numbered lines on the previous page):

**A1.** Adjust the previous year's revenue to correct the revenue base, if necessary:

$$\frac{\$ 710,782}{\text{Line 2}} + \frac{\text{Line 8}}{\text{Line 8}} = \text{A1. } \boxed{\$ 710,782}$$

Adjusted property tax revenue base

**A2.** Calculate the previous year's tax rate, based upon the adjusted revenue base:

$$\frac{\$ 710,782}{\text{Line A1}} \div \frac{\$ 35,124,628}{\text{Line 1}} = \text{A2. } \boxed{0.020236}$$

Adjusted Tax Rate<sup>7</sup>  
(round to 6 decimal places)

**A3.** Total the assessed valuation of all the current year “growth” properties:<sup>8</sup>

$$\frac{\text{Line 4}}{\text{Line 4}} + \frac{\$ 2,904,965}{\text{Line 5}} + \frac{\text{Line 6}}{\text{Line 6}} = \text{A3. } \boxed{\$ 2,904,965}$$

Total "growth" properties

**A4.** Calculate the revenue that “growth” properties would have generated:

$$\frac{\$ 2,904,965}{\text{Line A3}} \times \frac{0.020236}{\text{Line A2}} = \text{A4. } \boxed{\$ 58,785}$$

Revenue from "growth" properties<sup>9</sup>

**A5.** Expand the adjusted revenue base (Line A1) by the “revenue” from “growth” properties:

$$\frac{\$ 710,782}{\text{Line A1}} + \frac{\$ 58,785}{\text{Line A4}} = \text{A5. } \boxed{\$ 769,567}$$

Expanded revenue base

**A6.** Increase the Expanded Revenue Base (Line A5) by allowable amounts:

$$\left[ \frac{\$ 769,567}{\text{Line A5}} \times 1.055^{10} \right] + \frac{\text{DLG-Approved Revenue Increase}}{\text{DLG-Approved Revenue Increase}} + \frac{\text{Voter-Approved Revenue Increase}^{11}}{\text{Voter-Approved Revenue Increase}^{11}} = \text{A6. } \boxed{\$ 811,893}$$

Increased Revenue Base

**A7.** Current Year's “5.5%” Revenue Limit:

$$\frac{\$ 811,893}{\text{Line A6}} - \frac{\text{Line 7}}{\text{Line 7}} = \text{A7. } \boxed{\$ 811,893}$$

Current Year's "5.5%" Revenue Limit<sup>12</sup>

**A8.** Reduce Current Year's “5.5%” Revenue Limit by any amount levied over the limit in the previous year:

$$\frac{\$ 811,893}{\text{Line A7}} - \frac{\text{Line 9}}{\text{Line 9}} = \text{A8. } \boxed{\$ 811,893}$$

Reduced Current Year's "5.5%" Limit.  
This is the maximum allowed to be levied this year<sup>13</sup>

**A9.** Calculate the mill levy which would generate the Reduced Revenue Limit (Line A8):

$$\frac{\$ 811,893}{\text{Line A8}} \div \frac{\$ 36,820,981}{\text{Line 3}} \times 1,000 = \text{A9. } \boxed{22.049}$$

Mill Levy (round to 3 decimals)

<sup>7</sup> If this number were multiplied by 1,000 and rounded to three decimal places, it would be the mill levy necessary in the previous year to realize the revenue in line A1.

<sup>8</sup> The values of these properties are “excluded” from the “5.5%” limit, according to 29-1-301(1)(a) C.R.S.

<sup>9</sup> This revenue is the amount that the jurisdiction theoretically would have received had those “excluded” or “growth” properties been on the tax roll in the previous year.

<sup>10</sup> This is the “5.5%” increase allowed in 29-1-301(1), C.R.S.

<sup>11</sup> This figure can be used if an election was held to increase property tax revenue **above the “5.5%”** limit.

<sup>12</sup> Rounded to the nearest whole dollar, this is the “5.5%” statutory property tax revenue limit.

<sup>13</sup> DLG will use this amount to determine if revenue has been levied in excess of the statutory limit.

**Steps to calculate the TABOR Limit** (refer to numbered lines on page one):<sup>14</sup>

**B. TABOR “Local Growth” Percentage**

**B1.** Determine net growth valuation:

$$\frac{\$ 38,722,100}{\text{Lines 12+13+14+15+16+17}} - \frac{\$}{\text{Lines 18+19+20}} = \frac{\$ 38,722,100}{\text{Net Growth Value}}$$

**B2.** Determine the (theoretical) valuation of property which was on the tax roll last year:

$$\frac{\$ 335,843,266}{\text{Line 11}} - \frac{\$ 38,722,100}{\text{Line B1}} = \frac{\$ 297,121,166}{\text{Net Growth Value}}$$

**B3.** Determine the rate of “local growth”:

$$\frac{\$ 38,722,100}{\text{Line B1}} \div \frac{\$ 297,121,166}{\text{Line B2}} = \frac{0.130324}{\text{Local Growth Rate (round to 6 decimal places)}}$$

**B4.** Calculate the percentage of “local growth”:

$$\frac{0.130324}{\text{Line B3}} \times 100 = \frac{13.032\%}{\text{(round to 3 decimal places)}}$$

**C. TABOR Property Tax Revenue Limit**

**C1.** Calculate the growth in property tax revenue allowed:

$$\frac{\$ 710,782}{\text{Line 10}^{15}} \times \frac{13.032\%}{\text{Line B4 + line 21}} = \frac{\$ 92,632}{\text{Increase allowed}}$$

**C2.** Calculate the TABOR property tax revenue limit:

$$\frac{\$ 710,782}{\text{Line 10}^{15}} + \frac{\$ 92,632}{\text{Line C1}} = \frac{\$ 803,414}{\text{TABOR Property Tax Revenue Limit}}$$

**C3.** Calculate the mill levy which would generate the TABOR Property Tax Revenue Limit (Line C2):

$$\left[ \frac{\$ 803,414}{\text{Line C2}} \div \frac{\$ 36,820,981}{\text{Line 3}} \right] \times 1,000 = \frac{21.819}{\text{Mill Levy (round to 3 decimal places)}}$$

**D. Which One To Use?** There is general agreement among practitioners that the most restrictive of the two revenue limits (“5.5%” or TABOR) must be respected, disallowing the levying of the greater amount of revenue which would be allowed under the other limit. Therefore, one must decide which of the two limits is more restrictive.

Compare Line A7 (Current Year’s 5.5% Revenue Limit) to Line C2 (TABOR Property Tax Revenue Limit). The lesser of the two is the more restrictive revenue limit.

**NOTE:** TABOR(4)(a) requires prior voter approval to levy a mill levy above that of the prior year. This is a third limit on property taxes that must be respected, independent of the two revenue limitations calculated above. **If the lesser of the two mill levies in A9 and C3 is more than the levy of the prior year, it is possible that neither of the revenue amounts may be generated, and that revenues must be lowered to comply with this third limit.**

<sup>14</sup> This section is offered as a guideline only. The Division is required by law to enforce the “5.5%” limit, but does not have any authority to define or enforce any of the limitations in TABOR.

<sup>15</sup> **NOTE: For the TABOR property tax revenue limit only** (Part C of this form), use the previous year’s TABOR limit or the property tax revenue levied for general operating purposes. This is a local option. DLG staff is available to discuss the alternatives.



## TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees  
FROM: Patrick Davidson, Town Administrator  
DATED: December 5, 2022  
SUBJECT: Proposed Increase in Building Permit Fees

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### BACKGROUND

To make certain safety related improvements to real property the Town requires a building permit be sought. There are two types of permits issued by the Town of Elizabeth, one is based on overall project valuation, and the other is based on a flat fee associated with a specific project, such as the installation of a furnace or hot water heater (known as “single stop fees”).

### ANALYSIS

As part of the code analysis for the International Building Code (IBC) a proposed fee schedule is provided. The proposed fee schedule is based on project valuation and does not address single stop fees. The recommendations for the IBC are based on national averages, and do not take into consideration increases or decreases based on regions within the United State. While the Town adopted the revised IBC in 2017, the Board of Trustees have not addressed the specific fees associated with the IBC since 2008.

### BUILDING FEES

The building fees based on project valuation are based on a sliding scale based on the builder/developer/property owner’s estimated valuation. Staff is seeking an increase in the building fees within the Town of Elizabeth for the following reasons:

1. The current fees have not been increased by the Town since 2008. While the IBC is generally slow and gradual in increasing their proposed rates, the actual expense to the Town and its consultants have increased.
2. The fee increase is designed to make the Town’s Community Development Department more self-sufficient and self-funding. As a general rule, building and permit fees should be tied to supporting this specific department and offset the costs directly related to the positions held within the specific department. In light of the prospects of future growth in the Town, and additional work by the Town’s Community Development Department, the increased fees are appropriate.
3. Most projects, particularly new construction, require multiple inspections, plan reviews, and related steps that add costs and time for both Town Staff, as well as SafeBuilt. As such, in

many instances the Town does not receive enough compensation to cover costs. The net result is that new construction is being supplemented, at least in part, by the General Fund.

Because the amounts involved are on a sliding scale, it is appropriate to demonstrate the actual impact. In these examples, projects valued at \$50,000, \$500,000, and \$1,000,000 are provided to demonstrate the impact on possible development.

Assuming a project of \$50,000 in estimated value, the fees are as follows:

- total current building fee is \$643.75 (1.2% of building cost)
- current fee paid to SafeBuilt is \$418.44
- current fee paid to the Town of Elizabeth is \$225.31
  
- proposed building fee is \$1,530.00 (3% of building cost)
- proposed fee paid to SafeBuilt is \$815.49
- proposed fee paid to the Town of Elizabeth is \$714.51

Assuming a project of \$500,000 in estimated value, the fees are as follows:

- total current building fee is \$3,233.75 (0.6% of building cost)
- current fee paid to SafeBuilt is \$2,101.94
- current fee paid to the Town of Elizabeth is \$1,131.81
  
- proposed building fee is \$7,861.00 (1.5% of building cost)
- proposed fee paid to SafeBuilt is \$4,189.91
- proposed fee paid to the Town of Elizabeth is \$3,671.09

Assuming a project of \$1,000,000 in estimated value, the fees are as follows:

- total current building fee is \$5,608.75 (0.5% of building cost)
- current fee paid to SafeBuilt is \$3,645.69
- current fee paid to the Town of Elizabeth is \$1,963.06
  
- proposed building fee is \$13,309.00 (1.3% of building cost)
- proposed fee paid to Safebuilt is \$7,093.70
- proposed fee paid to the Town of Elizabeth is \$6,215.30

Staff recognizes that the increase may seem large when tied to the current IBC table. In this analysis it is also important to recognize that the number calculated by the IBC considers construction across the United States, for both large and small municipalities and for those cities and towns that have building officials which are “in-house” and not contracted positions. Combined, these factors form the basis for the rates adhered to by the IBC.

Additionally, the proposed increase may seem large when compared to municipalities in the area. Again, this is due to the fact that most cities and towns simply incorporate the IBC table any time the municipality adopts the revised building codes. However, noting the overall percentage of estimated values, the trends remain generally consistent. For example, using Elizabeth’s current

building fees, a \$50,000 project requires a building fee of approximately 1.2%. With the proposed fees, a \$500,000 project has a building fee of approximately 1.5% and a \$1,000,000 project has a building fee of approximately 1.3%. Overall, the fees remain proportionate to the increasing value of the improvements.

### **SINGLE STOP / ONE STOP FEES**

In terms of the single stop fees, which include furnaces, air conditioners, roofs, water heaters, and similar minor improvements to commercial and residential properties, the fees have not been adjusted since 2008. Those fees do not reflect the current costs to the Town, nor reflect rates for similar permits in the area. The current fee schedule is attached, as well as the proposed increases.

For simplicity, the following provides examples of the proposed single stop fee increases:

One stop fee for installation of furnace, air conditioner, re-roof, siding, window replacement:

- total current one stop fee is \$100.00
- current fee paid to SafeBuilt is \$75.00
- current fee paid to the Town of Elizabeth is \$25.00
  
- proposed one stop fee is \$250.00
- proposed one stop fee paid to SafeBuilt is \$133.25
- proposed one stop fee paid to the Town of Elizabeth \$116.75

Finally, the existing resolutions provide no means in which to refund a permit fee in the event a property owner has chosen to not start the project for which the permit was sought. For purposes of housekeeping, such a provision is recommended, and is included in the proposed resolution.

### **STAFF RECOMMENDATION**

Staff recommends the Board of Trustees adopt the updated Resolution to increase the fees of building permits for construction, single stop fees, and provide a means for refunds. These changes would bring the Town of Elizabeth in line with regional and state standards for building fees and would assist in offsetting costs to the General Fund.

### **BUDGET CONSIDERATIONS**

There are no known additional expenses associated with the proposed resolution. While it is anticipated that there may be an increase in revenue, that revenue will be offset by the increases that have taken place in operations since 2008.

### **ATTACHMENTS**

Spreadsheet demonstrating current and proposed building fees

Spreadsheet demonstrating current and proposed one-stop fees for the Town of Elizabeth

Resolution amending 08R04 and 17R12 regarding building fees

Resolution 22R55

Professional Services Agreement Between the Town of Elizabeth and SafeBuilt - Included with Agenda item 8

Building Value	Current Building Fee Minimum	Current Building Fee Maximum	Current SafeBuilt Min Fee 65%	Current SafeBuilt Max Fee 65%	Current Town Minimum Fee 35%
\$1.00 to \$500.00	\$ 23.50	\$ 23.50	\$ 15.28	\$ 15.28	\$ 8.23
\$501.00 to \$2,000.00	\$ 23.53	\$ 69.25	\$ 15.29	\$ 45.01	\$ 8.24
\$2001.00 to \$25,000.00	\$ 69.26	\$ 391.25	\$ 45.02	\$ 254.31	\$ 24.24
\$25,001.00 to \$50,000.00	\$ 391.26	\$ 643.75	\$ 254.32	\$ 418.44	\$ 136.94
\$50,001.00 to \$100,000.00	\$ 643.76	\$ 993.75	\$ 418.44	\$ 645.94	\$ 225.31
\$100,001.00 to \$500,000.00	\$ 993.76	\$ 3,233.75	\$ 645.94	\$ 2,101.94	\$ 347.81
\$500,001.00 to \$1,000,000.00	\$ 3,233.75	\$ 5,608.75	\$ 2,101.94	\$ 3,645.69	\$ 1,131.81
\$1,000,001.00	\$ 5,609.23		\$ 3,646.00	\$ -	\$ 1,963.23

Current Town Maximum Fee 35%		Proposed Building Fee Minimum	Proposed Building Fee Maximum		Proposed SafeBuilt Min Fee 53.3%	Proposed SafeBuilt Max Fee 53.3%		Proposed Town Min Fee 46.7%
\$ 8.23		\$ 56.00	\$ 56.00		\$ 29.85	\$ 29.85		\$ 26.15
\$ 24.24		\$ 56.07	\$ 164.75		\$ 29.89	\$ 87.81		\$ 26.19
\$ 136.94		\$ 164.03	\$ 928.75		\$ 87.43	\$ 495.02		\$ 76.60
\$ 225.31		\$ 930.02	\$ 1,530.00		\$ 495.70	\$ 815.49		\$ 434.32
\$ 347.81		\$ 1,530.02	\$ 2,355.00		\$ 815.50	\$ 1,255.22		\$ 714.52
\$ 1,131.81		\$ 2,361.01	\$ 7,861.00		\$ 1,258.42	\$ 4,189.91		\$ 1,102.59
\$ 1,963.06		\$ 7,684.01	\$ 13,309.00		\$ 4,095.58	\$ 7,093.70		\$ 3,588.43
\$ -		\$ 13,325.75			\$ 7,102.62	\$ -		\$ 6,223.13

Proposed Town Max Fee of 46.7%	
\$ 26.15	
\$ 76.94	
\$ 433.73	
\$ 714.51	
\$ 1,099.79	
\$ 3,671.09	
\$ 6,215.30	
\$ -	

Item	Current One-Stop Fee	Current SafeBuilt Fee	Current Town Fee		Proposed New One-Stop Fee	SafeBuilt Contract 53.3%	Town Contract 46.7%	
Furnace	\$ 100.00	\$ 75.00	\$ 25.00		\$ 250.00	\$ 133.25	\$ 116.75	
Air Condition	\$ 100.00	\$ 75.00	\$ 25.00		\$ 250.00	\$ 133.25	\$ 116.75	
Roof re-roof	\$ 100.00	\$ 75.00	\$ 25.00		\$ 250.00	\$ 133.25	\$ 116.75	
Water Heater	\$ 75.00	\$ 56.25	\$ 18.75		\$ 200.00	\$ 106.60	\$ 93.40	
Sprinkler System	\$ 75.00	\$ 56.25	\$ 18.75		\$ 150.00	\$ 79.95	\$ 70.05	
Siding	\$ 100.00	\$ 75.00	\$ 25.00		\$ 250.00	\$ 133.25	\$ 116.75	
Window Replacement	\$ 100.00	\$ 75.00	\$ 25.00		\$ 250.00	\$ 133.25	\$ 116.75	
Demolition	\$ 100.00	\$ 75.00	\$ 25.00		\$ 500.00	\$ 266.50	\$ 233.50	
Fence over 6 feet	\$ 75.00	\$ 56.25	\$ 18.75		\$ 150.00	\$ 79.95	\$ 70.05	
Sign <2,000 over 2,000 value 5	\$ 75.00	\$ 56.25	\$ 18.75		\$ 50.00	\$ 26.65	\$ 23.35	
Billboard		\$ -	\$ -		\$ 200.00	\$ 106.60	\$ 93.40	
Electronic Message Center		\$ -	\$ -		\$ 200.00	\$ 106.60	\$ 93.40	

**RESOLUTION 08R04**

**RESOLUTION SETTING A SCHEDULE FOR BUILDING FEES WITHIN THE TOWN OF ELIZABETH.**

WHEREAS, The Town of Elizabeth has adopted the 2006 ICC Building Codes (the "Building Code") in Chapter 18 of the Municipal Code;

WHEREAS Section 108.2 of the 2006 Building Code allows the Town of Elizabeth to adopt a fee schedule for buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit;

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

Section 1. Permit Fees:        The fee for each building permit shall be as set forth in Exhibit A.

**EXHIBIT A**  
**TOWN OF ELIZABETH**  
**BUILDING PERMIT AND BUILDING DEPARTMENT**  
**SERVICES FEE SCHEDULE**

The fees for building permits and services shall be set forth in Table A. Additional square foot construction costs to establish valuation shall be set forth in Table B.

The determination of value or valuation for purposes of determining and assessing the applicable building permit fee shall be made by the building official. The value of a project will be based on the stated value on the building permit application, Table B, and/or, by applying the most recent Building Valuation Data from the "Building Safety Magazine" published by The International Conference of Building Officials, whichever is greater. The valuation shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment and including profit and labor.

**Table A: Building Permit and Building Department Services Fees**

<b>Total Valuation of Project</b>	<b>Building Permit Fees</b>
\$1.00 to \$500.00	\$23.50
More than \$500.00, but not more than \$2,000.00	\$23.50 for the first \$500.00, plus \$3.05 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00
More than \$2,000.00, but not more than \$25,000.00	\$69.25 for the first \$2,000.00, plus \$14.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00
More than \$25,000.00, but not more than \$50,000.00	\$391.25 for the first \$25,000.00, plus \$10.10 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00
More than \$50,000.00, but not more than \$100,000.00	\$643.75 for the first \$50,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00
More than \$100,000.00, but not more than \$500,000.00	\$993.75 for the first \$100,000.00, plus \$5.60 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00
More than \$500,000.00, but not more than \$1,000,000.00	\$3,233.75 for the first \$500,000.00, plus \$4.75 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00
More than \$1,000,000.00	\$5,608.75 for the first \$1,000,000.00, plus \$3.15 for each additional \$1,000.00 or fraction thereof

**Table A: Building Permit and Building Department Services Fees (Continued)**

<b>Other Inspection and Building Services Fees</b>	
Inspections outside of normal business hours (2 hour minimum)	\$100.00 per hour
Re-Inspections	\$ 75.00
Inspections for which no fee is specifically indicated	\$100.00 per hour
Additional Plan Review due to changes, revisions, additions	\$ 75.00 per hour billed directly to applicant
Use of outside consultants (other than SAFEbuilt Colorado)	Actual Cost
<b>Mobile, Manufactured, Factory Built</b>	
Block & Tie	\$225.00
Temporary/Accessory	\$100.00
Note: If set on a permanent foundation, fee will be calculated based on valuation of foundation and all other improvements plus fee listed in above section.	
<b>Pre-Move Inspections</b>	
Within 30 mile of Elizabeth	\$200.00
Over 30 miles from Elizabeth	\$400.00
<b>Single Stop Fee Schedule</b>	
Furnace	\$100.00
Air Conditioner	\$100.00
Roof (re-shingle)	\$100.00
Water Heater	\$ 75.00
Sprinkler System	\$ 75.00
Siding	\$100.00
Window Replacement	\$100.00
Demolition	\$100.00
Fence (over 6 feet in height)	\$ 75.00
Sign < \$2,000 Value (> 2,000 based on Value)	\$75.00
<b>Stock/Same As Plan Review</b>	
No Change	\$100.00
Minor Change	\$200.00
<b>Plan Review</b> – All other permits have a plan review fee of 65% of the Bldg Permit Fee	
<b>Electrical Permit Fees</b> – All electrical fees will be based on the State of Colorado Electrical Fee Schedule plus 15% - Beginning July 01, 2008	

**PROPOSED  
SAFEbuilt Colorado / Town of Elizabeth  
BUILDING DEPARTMENT FEE SCHEDULE  
8/24/07**

DESCRIPTION	SAFEbuilt FEE	Elizabeth FEE
<b>Existing</b> (prior to contract effective date)		
Permit Inspections	\$75.00 per hour	n/a
Plan Review (re-submittals)	\$75.00 per hour	n/a
<b>New</b> (after contract effective date)		
Building Permit Fee(97UBCTable1A)	75%	Charges 100% retains 25%
Plan Review Fee – 65% of permit fee	75%	Charges 100% retains 25%
Electrical Fee	75%	Charges 100% retains 25%
Note: Electrical fees charged by the Town will be scaled at 1.15 from current version from State of Colorado after July of 2008.		
		<b>Recommended Fee</b>
<b>Stock/Same As Plan Review</b>		
No Change	\$ 75.00	\$100.00
Minor Change	\$150.00	\$200.00
<b>Mobile, Manufactured, Factory</b>		
Block & Tie	\$190.00	\$250.00
Temporary/Accessory	\$ 75.00	\$100.00
Note: If set on permanent foundation, fee will be calculated based on valuation of foundation plus fee listed in this section.		
<b>Pre-Move Inspections</b>		
Within 30 miles of Elizabeth	\$150.00	\$200.00
Over 30 miles from Elizabeth	\$300.00	\$400.00
<b>Re-Inspection Fee</b>	\$65.00	\$80.00
<b>New Business Inspection</b> <i>not added</i>	TBD	TBD
<b>Single Stop Fees</b>		
Furnace	\$80.00	\$100.00
Air Conditioner	\$80.00	\$100.00
Roof (re-shingle)	\$80.00	\$100.00
Water Heater	\$60.00	\$75.00
Sprinkler System	\$60.00	\$75.00
Siding	\$80.00	\$100.00
Window Replacement	\$80.00	\$100.00
Demolition	\$60.00	\$75.00

**Table B: Additional Valuation Square Foot Construction Costs\***

Type of Structure	Cost Per Square Foot
Unfinished Basement	\$19.20
Carports	\$17.30
Pole Barns	\$17.30
Decks	\$17.30

\*These categories not specifically stated in Building Valuation Date published by International Conference of Building Officials

PASSED, APPROVED, and ADOPTED this 22<sup>nd</sup> day of January, 2008, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of 7 for and 0 against.



Ron Gleiforst, Mayor

ATTEST



Serena Brooks, Town Clerk



**RESOLUTION 17R12**


**A RESOLUTION ESTABLISHING BUILDING PERMIT FEES**

WHEREAS, the Board of Trustees have previously adopted building codes for the Town, and desire to clarify the establishment of fees for the issuance of building permits in the Town, including the penalty associated with the failure to obtain a building permit prior to construction.

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

**Section 1.** Building permit and plan review fees pursuant to the International Building Code as adopted by the Town in Chapter 18 of the Elizabeth Municipal Code shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED this 28<sup>th</sup> day of February, 2017, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of 7 for and 0 against.

  
\_\_\_\_\_  
H. Clay Hurst, Mayor

ATTEST

  
\_\_\_\_\_  
Amanda W. Moore, Town Clerk



**EXHIBIT A**  
**BUILDING PERMIT AND PLAN REVIEW FEES**  
**TABLE 1-A – FEE SCHEDULE**

<b>Building Fees:</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00
\$2001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof

**PLAN REVIEW FEE:** When a plan or other data is required to be submitted, a plan review fee shall be paid at the time of submitting plans and specification for review. The plan review fee for buildings and structures shall be **65% of the building permit fee** as set forth above.

**OTHER INSPECTIONS AND FEES:**

1. Inspections outside of normal business hours (minimum charge- two hours) \$47.00 per hour
2. Reinspection fees assessed under provisions of section 605 (g) \$47.00 per hour
3. Inspections for which no fees is specifically indicated (minimum charge- one-half hour) \$47.00 per hours
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge- one-half hour) \$47.00 per hour

**\*\*\* BUILDING PERMIT FEES SHALL BE DOUBLED AS A PENALTY FOR ANY CONSTRUCTION COMMENCED WITHOUT A BUILDING PERMIT**

**RESOLUTION 22R55**

**A RESOLUTION ESTABLISHING UPDATED BUILDING PERMIT FEES**

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

**Section 1.** Building permit and plan review fees for building permits for construction and single-stop fees pursuant to the International Building Code as adopted by the Town in Chapter 18 of the Elizabeth Municipal Code shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

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.

\_\_\_\_\_  
Nick Snively, Mayor

ATTEST

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

**EXHIBIT A  
BUILDING PERMIT AND PLAN REVIEW FEES – FEE SCHEDULE**

**Total Valuation:**

**Fee:**

\$1.00 to \$500.00	\$56.00
More than \$500.00, but not more than \$2,000.00	\$56.00 for the first \$500.00, plus \$7.25 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00.
More than \$2,000.00, but not more than \$25,000.00	\$164.00 for the first \$2,000.00, plus \$33.25 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00.
More than \$25,000.00, but not more than \$50,000.00	\$930.00 for the first \$25,000.00, plus \$24.00 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00.
More than \$50,000.00, but not than \$100,000.00	\$1,530.00 for the first \$50,000.00, plus \$16.50 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00.
More than \$100,000.00, but not more than \$500,000.00	\$2,361.00 for the first \$100,000.00, plus \$13.75 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00.
More than \$500,000.00, but not more than \$1,000,000.00	\$7,684.00 for the first \$500,000.00, plus \$11.25 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00.
More than \$1,000,000.00	\$13,325.00 for the first \$1,000,000.00, plus \$7.50 for each additional \$1,000.00 or fraction thereof.

**Single Stop Fee Schedule:**

Furnace	\$250.00
Air Conditioner	\$250.00
Roof Re-Roof	\$250.00
Water Heater	\$200.00
Sprinkler System	\$150.00
Siding	\$250.00
Window Replacement	\$250.00
Demolition	\$500.00
Fence over 6 feet in height	\$150.00
Sign over \$2,000 value	\$50.00
Billboard	\$200.00
Electronic Message Center	\$200.00

**RESOLUTION 22R56**

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN TOWN OF ELIZABETH, COLORADO AND SAFEbuilt COLORADO, LLC**

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

Section 1. The Professional Services Agreement between the Town and SAFEbuilt Colorado, LLC, attached hereto is hereby approved by the Board of Trustees of the Town of Elizabeth, and the Mayor is authorized to execute same on behalf of the Town.

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.

\_\_\_\_\_  
Nick Snively, Mayor

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TOWN OF ELIZABETH, COLORADO  
AND SAFEbuilt COLORADO, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Town of Elizabeth, Colorado, (“Municipality”) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant will continue to provide Community Core Solutions hardware and software package at no cost to Municipality.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services. Fee Schedule shall be effective the 1<sup>st</sup> (first) day of the month following full execution of Agreement.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. TABOR

It is understood and acknowledged that Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Municipality's current fiscal period ending upon the next succeeding December 31.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries,

wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

## 12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

## 13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

#### 14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

#### 15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market.

If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

<p>If to Municipality:</p> <p>Patrick Davidson, Town Administrator  Town of Elizabeth  PO Box 159  Elizabeth, CO 80107  Email: <a href="mailto:pdavidson@townofelizabeth.org">pdavidson@townofelizabeth.org</a></p>	<p>If to Consultant:</p> <p>Joe DeRosa, CRO  SAFEbuilt, LLC  444 N. Cleveland, Suite 444  Loveland, CO 80537  Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a></p>
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24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Colorado, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. 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. 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.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Gary Amato, CAO  
SAFEbuilt Colorado, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Town of Elizabeth, Colorado

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
Town of Elizabeth, Colorado

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official and Administrative Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

#### Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Planning & Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include:

- ✓ Review of Building Permits for Zoning Code compliance
- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Training programs for Planning Commission and Appeals Board
- ✓ Preparation of zoning code amendments
- ✓ Updates to the zoning code and other land development regulations
- ✓ Preparation of new master plan
- ✓ Preparation of special studies (subarea plans, corridor studies, etc.)

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response including:

- ✓ Rapid assessment of the structural integrity of damaged buildings using appropriate forms
- ✓ Determine whether structures are safe for use or if entry should be restricted or prohibited
- ✓ Post the structure with the appropriate placard
- ✓ Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
- ✓ Track all hours and expenses for reimbursement from federal agencies when appropriate
- ✓ Survey construction sites for control of debris hazards
- ✓ Coordinate emergency permitting procedures

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS

- ✓ Consultant will continue to provide Community Core Solutions hardware and software package at no cost to Municipality

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
<b>INSPECTION SERVICES</b>	Inspections requested before 4:00 p.m. completed the following business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows and shall be effective the 1st (first) day of the month following full execution of Agreement.

<b>Service Fee Schedule:</b>	
<b>Building Department Fees:</b>	
Plan Review Services Residential and Commercial	53.5% of Municipal Plan Check Fee as established by ordinance or resolution
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Inspection Services <ul style="list-style-type: none"> <li>• Building, Mechanical, Plumbing, Electrical</li> <li>• Residential and Commercial</li> </ul>	53.5% of Municipal Permit Fee as established by ordinance or resolution
Re-Inspection Fee	53.5% of Municipal Fee
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Building Official and Administrative Services	No cost to Municipality
Disaster & Emergency Response Services	No cost to Municipality
Community Core Solutions (permit software)	No cost to Municipality
<b>Planning &amp; Zoning Fees:</b>	
Planning Director	\$195.00 per hour – one (1) hour minimum
Planning Manager	\$145.00 per hour – one (1) hour minimum
Principal Planner	\$125.00 per hour – one (1) hour minimum
Senior Planner	\$115.00 per hour – one (1) hour minimum
Planner III	\$100.00 per hour – one (1) hour minimum
Planner II	\$85.00 per hour – one (1) hour minimum
Planner I	\$75.00 per hour – one (1) hour minimum
Planning Technician / Associated Planner	\$65.00 per hour – one (1) hour minimum
<b>Business License and Contractor Registration Module Fees:</b>	
Business License Module/Software Services	\$3.00 per license issued
Contractor Registration Module/Software Services	\$3.00 per license issued
Module Training	\$100.00 per hour – thirty (30) minute minimum
Module Change Requests <ul style="list-style-type: none"> <li>• Consultant will evaluate all change requests</li> <li>• Only Consultant approved changes will be implemented</li> </ul>	\$200.00 per hour – one (1) hour minimum
<b>Other Fees:</b>	
Jurisdiction Owned Project Fees	50% of calculated fees based on project valuation
Testimony & Investigation Fees	\$100.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	



## TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** December 13, 2022  
**SUBJECT:** HAB Appointment

### SUMMARY

Bob Rasmussen would like to renew his appointment to the Historic Advisory Board. The term for this seat is a three-year appointment starting 01/01/2023 through December 31, 2025. The Historic Advisory Board has seven (7) seats with three (3) year staggered terms. If this candidate is approved to these terms, two vacancies remain for terms through 12/31/2025. The candidate resume/letter of interest is attached.

### ATTACHMENT(S)

Resume/Letter of Interest

Robert C. Rasmussen  
[REDACTED]  
Elizabeth, Colorado 80107

RECEIVED  
SEP 21 2022  
Town of Elizabeth

17 September 2022

Mr. Zach Higgins  
Planner/Project Manager – Main Street Manager  
P.O.Box 159, Elizabeth, CO 80107

**REF: LETTER INTEREST – Historical Advisory Board**

Dear Mr. Higgins,

I am aware of current member vacancies on the Historic Advisory Board and am writing this letter to express my sincere interest in becoming a member of the HAB. I'm a retired Director of Operations for a large electronics manufacturing firm and a resident of Elizabeth. I'm knowledgeable in all aspects of Business Administration, with a strong interest in early American history. The town of Elizabeth has a rich historical background which is complimented and earmarked by its visual architecture and obvious cultural heritage. I see the HAB as an opportunity for me to get involved in a meaningful role within our growing community. I would enjoy being of value helping to not only preserve and protect the rich history and significance of the town but also protect its historic architecture and resources today, and into the future.

It is my desire to be considered for this role and would be delighted to speak with yourself and/or delegate regarding consideration for this possible opportunity.

Sincerely;



Robert C. Rasmussen  
[REDACTED]

# Robert C. Rasmussen

██████████  
Elizabeth, CO 80107  
████████████████████

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## KEYNOTE SUMMARY

### PERSONAL BACKGROUND

- Married (44yrs), 3 children, 8 grandchildren.
- Retired in 2015.
- Relocated to Elizabeth, CO in 2020.

### HOBBIES & INTERESTS

- Active in all water sports
- Avid woodworker
- Dirt bikes
- RV Travel

### EDUCATION AND WORK HISTORY

- B.S. Industrial Technology, Manufacturing Option, Cal State University, Long Beach
- 36yr career in electronics manufacturing management
- Responsibilities included:
  - New factory startup
    - 14 automated and semi automated assembly facilities in 6 countries (U.S., Mexico, Puerto Rico, Ireland, Singapore, and Korea)
    - Position not only required strong product and process related knowledge but also close coordination with customer expectations, local officials (both domestic and international) regarding building safety and fire codes, ADA compliance, local architecture, etc.
  - Managerial oversight of all manufacturing and facility related operations
  - Revenue generation of +\$373m annually

### SKILLS AND CHARACTERISTICS

- Strong process technical background
- Strong business administration background (Marketing, Sales, Finance, Engineering, Manufacturing, Human Resources, Customer Service, I.T., etc). Complex understanding of those individual functions and related inter-relationships.
- Strong computer and communication skills.
- Personal character – Integrity, honest, dedicated, willing, thorough, tenacious, punctual, fair.



- Standard product and Integrated Systems process development, production, and support
- Supply chain management (+\$50m annual spend)
- Process technology development
- Engineering prototype development
- New product introduction
- Outsourcing and subcontract manufacturer selection and management
- Corporate Facilities/maintenance management

**Accomplishments include:**

- Direct all operations, process development, and supply chain management through continued growth of core business:
  - Sales = \$135m annually; +860% over course of employment
  - Direct spend = +\$45m annually
- Effective Supply Chain management through development and resultant outsourcing to key commodity suppliers:
  - Sheet metal, die cast, weldments      China
  - Electronic assembly                      Mexico
  - Cables & harnesses                      China
- Strong, metrics driven organization focused on Quality, Customer Satisfaction, Speed, Cost, and Employees:
 

✓ Ext. PPM	2418	16% improvement YOY
✓ RTY	93.3%	4% improvement YOY
✓ OTD Sales	95.1%	
✓ OTD Service	99.6%	
✓ Net Inventory	\$6.8m	28% reduction YOY
✓ Turns	11.8	18% improvement YOY
✓ Safety Awareness	100%	
- Factory recognized as the “#1” performer within division. Ranking based on comparable metrics comparisons across divisional factory sites.
- Mfg. Employee revenue contribution in excess of \$1.2 M annually
- Sales OTD consistently at or above 95%. OTD levels sustained through effective forecasting, supply chain management, utilization of Kanban’s, continued process improvements, and resultant lead time reductions.
- Inventory consistently at 10-12 turns
- Daily cycle counts consistently in excess of 99%
- CI/PPV/Value Engineering achievements of +6% yearly
- Implementation of new ERP system (SAP 5.0). Implementation included both purchasing and manufacturing modules.
- Strategized, developed, and implemented successful transition of all TCX commercial product manufacturing to an Invensys subcontract manufacturing site in Reynosa, Mexico. Project duration was eighteen months and was successfully implemented with no degradation to product quality. Operation includes Purchasing, Test Engineering, Mfg. Engineering, and Materials/Logistics management. Processes transitioned include PCBA assembly, ICT, Burn In, System Testing, and international customer shipping capability. Resultant cost savings estimated at +\$2.0m annually.
- ISO 9001 certification
- Nuclear 10CFR,50, Appendix B

**VITAREL MICROELECTRONICS INC; V.P. Mfg. Technology, San Diego, CA 1991 - 1993**

Direct Process Engineering function for multiple technology assembly subcontractor. Technologies supported in this commercial/military environment include: Thick Film, volume SMT, and substrate independent MCM manufacturing.

**Accomplishments include:**

- Started a manufacturing facility in Mexicali, Mexico (equipment and process selection, layout, installation, training)
- Selected equipment required to support automated high volume, pass through integrated, Multi Chip Module assembly process
- Process Engineering sustaining of two (2) manufacturing facilities (Mexicali, San Diego)
- Representative to customer base on all technical process related issues (pre and post sales)

## **MASS OPTICAL STORAGE TECHNOLOGY; Dir. Mfg. Technology, Cypress, CA 1990 - 1991**

Directed all Manufacturing Operations of "start-up" optical disk drive company.

### **Accomplishments include:**

- Layout, facilitate, and start-up of drive production facility (equipment and process selection, training)
- Established all producibility and testability criteria (Design Rules) for new product development (SMT)

## **CIPHER DATA PRODUCTS; Manager Mfg. Technology, San Diego, CA 1989 - 1990**

Established and managed corporate Manufacturing Technology function. Department interfaced with 2 domestic and 1 offshore (Singapore) manufacturing facilities.

### **Accomplishments include:**

- Transitioned Manufacturing and Design Engineering from PTH to SMT technology on new and existing product lines
- Established all producibility and testability criteria (Design Rules) for new product development (SMT)
- Started a high volume automated SMT facility in Singapore (2 lines, \$9 MM capital expenditure)
- Developed subcontract relationships with Singapore manufacturers as necessary to achieve 100% utilization of SMT capacity

## **WESTERN DIGITAL CORPORATION; Mgr. Advanced Mfg. Eng'ng, Irvine, CA 1983 - 1989**

Managed corporate Advanced Manufacturing Engineering function. Department interfaced with 5 high volume, automated SMT facilities located worldwide (1 million bds/mo).

### **Accomplishments include:**

- Developed and implemented pass through automated SMT process (1st in U.S. at that time)
- Developed all process and quality specifications necessary to this "new" technology
- As Chairman of the SMTA association Workmanship Standards Committee, SMT Design Rules and Workmanship guidelines became "standard" for the industry
- Worldwide capacity expansions included facility installations in: Irvine, Puerto Rico, Ireland, Singapore, and Korea (9 SMT lines worldwide). All factory selection, facility layout, equipment installation, and personnel training
- Advanced and new processes, tooling, equipment, and advanced material handling for all Mfg. operations and facilities, worldwide

## **HUGHES AIRCRAFT COMPANY; Project/Production Eng'nr, Fullerton, CA 1978 - 1983**

**EDUCATION** B.S. Industrial Technology, Manufacturing Option  
Cal State University, Long Beach

## **PROFESSIONAL AFFILIATIONS/PROFESSIONAL DEVELOPMENT**

Chairman Workmanship Stds Committee - SMTA 1986-1987

Member-Surface Mount Technology Association (SMTA)

Member-Society of Manufacturing Engineers (SME)

Training:

- Six Sigma
- Lean Manufacturing
- Continuous Improvement

# Robert C. Rasmussen

Elizabeth, CO 80107

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## PROJECT CAPABILITY EXAMPLE

### PROJECT OBJECTIVE

- Replace the incorrectly spelled burial marker of a WWI veteran interred at the Meusse Argonne American Veterans Cemetery in France with a new marker bearing the correct spelling of this individuals name.

### FACTS AND OBSTACLES

- Carl S. Rasmussen was KIA during WWI on October 16, 1918
- The deceased is currently interred at the Meusse Argonne American Cemetery in France.
- The burial marker carries the incorrect spelling of his last name (Rosmussen vs Rasmussen).
- The American Battle Monument Commission (ABMC) is the oversite governmental agency of this cemetery.
- The ABMC uses the soldiers military record to identify the deceased remains.
- The deceased veterans military record was incorrectly documented with the misspelling of his last name at time of generation in 1917.
- The ABMC will only correct and replace the deceased marker if his military record is corrected.
- The Army Board of Military Corrections (ABCMR) is the governmental agency that has the authority to change a military record.
- All WWI military records were destroyed in a fire in at the National Personnel Records Archives in St. Louis in 1973.

### REQUIREMENTS NECESSARY TO MEET OBJECTIVE

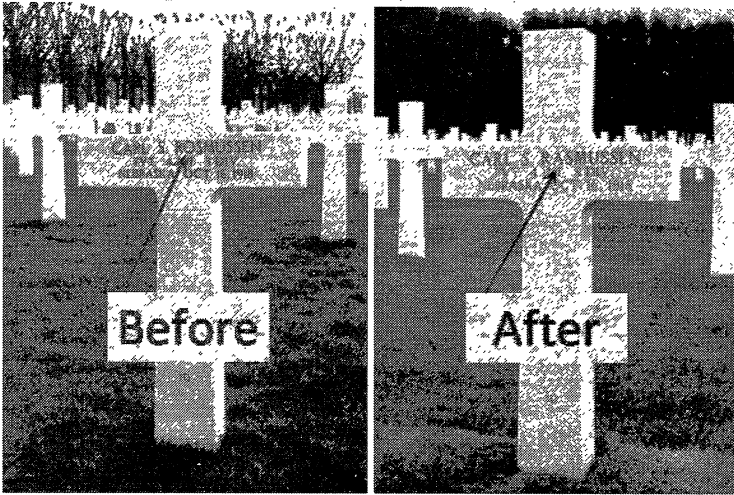
- AMCMR to change the deceased military record to the correct spelling of his surname.
  - AMCMR requires undisputable evidence of the correct spelling of his surname
  - Submitted request (with evidential documents) undergoes review by a board of five individual auditors. Auditors must be unanimous on their approvals in order to make the necessary correction.
- Provide ABMC with updated copy of corrected military record

### AGENCY COORDINATION NECESSARY TO EVIDENTIAL RESEARCH EFFORTS

- National Personnel Records Center
- Danish American Archive & Library
- Woodsman Group (Life Insurance Death Benefit Provider)
- Washington County Veterans Service
- Washington County Genealogical Society
- Army Board for Correction of Military Records
- American Battle Monument Commission
- Meusse-Argonne American Cemetery
- Department of the Treasury

### ACTIONS TO RESOLUTION

- Coordinate with all related governmental agencies to identify process necessary to correct the marker, and the necessary documents, submittals, evidence, etc.. to satisfy the ABCMR review.
- Research through genealogists, historical records, census information, etc.. as necessary to surface evidence as to the correct spelling of the deceased surname.
- Submitted necessary documents along with 29 evidential exhibits to the ABCMR.
- Upon final approval, coordinate with the ABMC for the actual marker replacement.
- Duration of project was approximately 2-1/2 yrs.





## TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Michelle Oeser Town Clerk  
**DATE:** December 13, 2022  
**SUBJECT:** Board Donation

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### SUMMARY

Previously the Board had discussed splitting remaining 2022 contribution funds between Fostering Love Rescue and Baby Bear Hugs. As Clerk I would like to suggest that the Board use some of the remaining funds and contribute the Elizabeth High School Student Council and Concert Band. The Elizabeth High School Student Council generously loaned the Town not only their portable sound system, but also Student Wyatt Smith to run it for the Mayor's Tree Lighting Event. The Elizabeth High School Concert Band has played for two years at the Mayor's Tree Lighting and put in a great deal of time practicing and perfecting their Christmas play list.

Currently there is an estimated \$1,600.00 left in the contribution and sponsorship line of the budget. The reason this is an estimate is that the donation funds used for the Senior Project are not up to date as of yet. I

It is staff's belief that it would be fitting to donate to both high school groups for supporting the Town event and providing entertainment for our community.

### STAFF RECOMMENDATION

Staff recommends approving donating funds to both the Elizabeth High School Student Council and Concert Band.

### ATTACHMENT(S)

None

# Arbor Day Proclamation

*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I Nick Snively Mayor of the City of  
Elizabeth, do hereby proclaim  
May 27, 2023 as

## Arbor Day

in the City of Elizabeth, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Mayor \_\_\_\_\_



December 13, 2022

## Management Team Updates

### Community Development – Zach Higgins

#### *Town Clerk – Michelle Oeser*

- This year's Mayor's Tree Lighting was a huge success. Staff will be meeting with the committee to discuss what worked well, what can use improvement, and what we would like to change or add for next year. I will provide the Board with an update on cost, man hours, volunteer hours and suggestions for next year.
- Fostering Love Rescue and Baby Bear Hugs each received \$182.25 from the donation jars set out at the Mayor's Tree Lighting.
- Town Hall, Public Works, and the Police Department put many hours and work into the Mayor's Tree Lighting. We hope that it showed in the final event.
- In the Manager's Report section, I have provided an update on the proposed Charging Station locations on the South side of the Gesin Lot.
- Supplies have been ordered for processing passports. Allison has been working on the set up and Harmony will have the Town website setup for online appointment scheduling.
- Two jury trials are set on the court docket. One is for December 22, 2023. The second is set for March 3, 2023. Two trials are set on January 13, 2023, as well as a motions hearing and sentencing for a previous trial conviction.
- Nine new Boardroom chairs were ordered to replace some of the old, dilapidated chairs. We will work to replace all the chairs over the next couple of years.
- The Annual Saving Places Conference is coming up in February. In the past, some Board Members have expressed interest in attending. If there is anyone that would like to attend, please let me know, and I will fill out scholarship paperwork this week. This conference is available in person or online. Use this link to visit the website for more information.

<https://web.cvent.com/event/f2348b10-0988-46ae-b109-510e59495ad6/summary>

#### *Public Works and Utilities – Mike DeVol*

📎 See attached Report

**From:** [Robert Osborn](#)  
**To:** [Michelle Oeser](#)  
**Cc:** [Patrick Davidson](#); [Alex Lionakis](#)  
**Subject:** RE: Town of Elizabeth  
**Date:** Monday, December 5, 2022 10:51:59 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[Elizabeth L2 Station Overview.pdf](#)

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Michelle, I am sorry If I missed replying.

At this time CORE is not pursuing additional EV charger grants until we get the current round of chargers installed. I understand a few local developers are considering installing EVs at their project sites, but we have not received any formal requests.

We will proceed with the current charger and will share a proposed ground lease with the town to set that location. Attached is the proposed rendering for the installation we discussed a few weeks ago. As a next step, CORE will ask the Town to enter into a ground lease for the identified area ( we'll hire a surveyor to provide a full description), and we'll also set up a meeting with you to finalize the design and installation process. If you have time before the holidays, I can set up a Teams call to discuss.

Thanks,

Rob

**Robert J. Osborn, Esq.**  
Director of Business Development

800.332.9540 **MAIN**  
720.733.5543 **DIRECT**  
303.437.0668 **MOBILE**

5496 N. U.S Highway 85  
Sedalia, CO 80135

[rosborn@core.coop](mailto:rosborn@core.coop)



**From:** Michelle Oeser <moeser@townofelizabeth.org>  
**Sent:** Tuesday, November 15, 2022 9:59 AM  
**To:** Robert Osborn <rosborn@core.coop>  
**Cc:** Patrick Davidson <p davidson@townofelizabeth.org>  
**Subject:** RE: Town of Elizabeth

**CAUTION:**

**This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Rob,

Just following up on my email below. Is there any additional information on possible Charging Station locations in the Town of Elizabeth?

Thank you and have a super day!

Kind Regards,

*Michelle M. Oeser, CMC*

Town Clerk / Administrative Services Director  
Elizabeth, CO. 80107  
303-646-4166 ext. 2  
[moeser@townofelizabeth.org](mailto:moeser@townofelizabeth.org)



“Strive not to  
be a success,  
but rather to  
be of value.”

Albert Einstein

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**From:** Michelle Oeser  
**Sent:** Friday, October 28, 2022 2:05 PM  
**To:** Robert Osborn <[rosborn@core.coop](mailto:rosborn@core.coop)>  
**Cc:** Patrick Davidson <[p davidson@townofelizabeth.org](mailto:p davidson@townofelizabeth.org)>  
**Subject:** Town of Elizabeth

Hi Rob,

I am following up on the Charging Station locations. When we met a few weeks ago you had mentioned that you would be in a meeting that explained more specifics that would help make a choice on where the stations could be located. Was there any information to help determine the best spot for the charging stations?

Have a wonderful weekend!

Kind Regards,

*Michelle M. Deser, CMC*

Town Clerk / Administrative Services Director

Elizabeth, CO. 80107

303-646-4166 ext. 2

[moeser@townofelizabeth.org](mailto:moeser@townofelizabeth.org)



“Strive not to  
be a success,  
but rather to  
be of value.”

Albert Einstein



### ChargePoint CT4021

Level 2 Charger (Dual Port)  
7.2kW peak charging per port  
~30 miles of range per hour

CT4021

## Elizabeth Town Hall Gesin Lot

165 S. Main St. Elizabeth, CO 80107

Level 2 Charger (Dual Port)

Proposed Layout - Rev. 0, 10/10/2022





**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Planner/Project Manager  
**DATE:** December 13, 2022  
**SUBJECT:** Community Development Report

### **Department Update**

The Community Development Department has been hosting an intern from the Elizabeth High School. The CD Staff and the intern have developed a survey which was recently distributed to the whole EHS student body. The survey focused on Main Street Elizabeth, Economic Development as a whole in Elizabeth, and desired amenities. CD Staff has worked with the intern to compile the data and is now working on distributing the results. Depending on the results/success of this process, the Community Development Department may continue to survey this population regarding different topics once or twice a year.

Community Development Staff is focusing on Advisory Board training over the coming months. The Planning Commission has a DOLA Planning 101 training scheduled for 12/20/2022. The Planning Commission will also be taking part in the American Planning Association Planning Commissioner training series online courses. The Planning Commission has a Water Training scheduled with the Town's consultants which is scheduled for 01/17/2023 during their regularly scheduled meeting.

Members of the Historic Advisory Board, Main Street Board of Directors, and Planning Commission have expressed interest in attending the annual CPI Saving Places Conference in Boulder, CO. The total estimated cost for the five members of the HAB is \$3,302.50. The total estimated cost for the one member of the MSBDO to attend is \$610. The total estimated cost for the three (3) in-person attendees and one (1) remote attendee from the Planning Commission is \$1,906.50. The event will be held at the Embassy Suites hotel. The dates of the conference are February 8-10, 2023.

The Main Street Board of Directors have requested three (3) attendees for the Main Street NOW conference in Boston on March 27 – 29, 2023. This request was given to the BOT on 12/13/2022.

CML continually offers training and staff will send notifications as relevant trainings become available.

Community Development has processed the first six (6) of the Legacy Village Building Permits for individual home construction and are working through an additional six (6) currently.

The Main Street Board of Directors has nine (9) remaining ornaments in inventory of the 153 ordered/received. The MSBOD is planning to order 200 ornaments for next year's holiday season.



## TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

The Historic Advisory Board acting as the Certified Local Government representative will be reviewing for recommendation the National Historic Register Application for the Taylor Building, 188 South Main Street. If the HAB recommends the application for approval, the State Board will review and could recommend for approval in January. The application is then sent to the National Board who would approve or deny the application by late February to March.

The Historic Advisory Board and staff are putting a scope together for the creation/amendment of Historic Design Guidelines.

The Planning Commission has worked through all the Elizabeth Municipal Code update recommendations with staff. It is now time to consider dates for multiple joint workshops with the Planning Commission and Board of Trustees.



## TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

**TO:** Honorable Mayor and Town Board of Trustees  
**FROM:** Mike DeVol, Public Works Director  
**DATE:** December 13, 2022  
**SUBJECT:** Public Works Monitoring Report

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\*Town Street Paving Improvements Project:

1. PW has inspected the Street Paving punch-list larger items and concludes that they have been Completed.
2. PW has a list of smaller punch-list items to continue have completed as weather allows.
4. Street Striping for 2022 has concluded. Cross-walks and STOP Lines have been completed for 2022.

\*Town Main St. Decorations:

1. PW has installed Christmas/Holiday Banners and Garland along Main St.
2. The Mayor's Tree Lighting was a great success. I wish to Thank the Town Hall Staff and PW Staff for all the hard work and extra hours.

\*Town Wells, Tanks and Effluent:

1. See attached.

\* Town Water Line Emergency Repair:

1. N/A

\*Town Hall Landscaping Plan:

1. The landscaping is complete. PW is working toward New Handrail material and installation across old Bridge walkway.

\*Town Walkway Repairs:

1. Sidewalk repairs and replacements have begun and will continue through the summer.
2. PW has completed a walk through of Main St. Business areas and Inspected areas of the sidewalk that Could be potential tripping hazards and assessing the best way to minimize or mitigate those areas.

\* Town Snow Plowing and Street Sweeping:

1. PW is actively searching for a Newer Street Sweeper for purchase in 2023.

\*Town New Wells at Ritoro/Gold Creek Valley:

1. New Arapahoe and Denver Wells are scheduled to be Operational in January 2023 time period.
2. The Building contract is currently at completion of September 26, 2022, it is likely that AD Miller will ask for a contract extension likely ending Well House completion in November/December.



3. The Back-up Generator is being held up in production and may not arrive until February of 2023.

\*Town Trail Project:

1. Annual Walk through for Grant Compliance was successful and a full report has been filed with CDOT And PW is awaiting their approval and comments.
2. PW is actively seeking costs for Hydro-seeding of the trail areas where grasses are not doing well. This will include areas throughout parks and ROW ditches that need improvements to vegetation.

\*Gold Creek Lift Station Improvements:

1. Ground-breaking August 22<sup>nd</sup>, 2022
2. Heavy Construction September and October and complete early late December 2022.
3. Groundwater Dewatering and Erosion Control plans are in effect.
4. Pumps, Electrical, Parts are all in possession.

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

\*Gold Creek Wastewater Treatment Plant (GCWWTP)

1. The new fine screen replacement unit is anticipated to be on-site and installed in January of 2023.

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

1. Town Clean-up yielded the following:
  - 3 ½ Roll-off dumpsters of trash and household debris.
  - 457 pounds of Computer Materials.
  - 2,065 pounds of Display Material (TV, Monitors).
  - 1,079 pounds of mixed electronics.
  - 82 pounds of mixed batteries.
  - 125 gallons of mixed automotive oil (free pick up by local user)
  - 80 gallons of misc. 1-5 gal. containers of paint (free pick up by Paint Care Colorado)
  - 400 pounds of mixed scrap metal (free pick up by local)

\*Town Public Works Road Extension:

1. Public Works has received numerous phone calls from town and out of town residents extending their Gratitude for the paving of County Rd 13/ Pine Ridge St to the Town's Water Tanks. PW has received Concerns of excessive speeds, vehicles passing, wildlife encounters and pedestrian safety. PW has assured them that with new signage, striping and law enforcement presence traffic will slow down and



## TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

safer for pedestrians, wildlife and drivers.

2. PW will continue to mitigate line of sight by removing small trees at Gold Creek Drive looking South for Traffic safety concerns within Town Right of Way.

\*Town Farmers Market:

Event Park Name is Running Creek Park (RCP).

1. N/A

\*Town Parks and Right of Way (ROW):

1. Tree trimming within Parks and ROW are ongoing projects.

Upcoming Projects:

1. Legacy Village Pre-Construction meeting was held January 10<sup>th</sup> on-site to begin preparations for Excavation. Inspections of Water and Sewer lines are completed with punch list of items to be repaired. PW and CORE Engineering will be issuing Letters of Acceptance for completed work to allow building Permits to be issued in the latter part of November 2022. Legacy Village has completed their High Chlorine Residual tests as well as Bacteriological testing. Pressure testing of Water and Sewer lines has been completed and accepted.
2. Initial Walk-through inspections of Public Improvements to Water, Sewer, Streets and sidewalks have been completed and PW issued a letter for preliminary acceptance to start the 2 year warranty period.

Mail Kiosk:

1. Mail Kiosk are installed.

Mike DeVol  
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Public Works Director  
GCWWTP Operations  
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**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS  
OCTOBER 3, 2022**

**CALL TO ORDER**

The Regular Meeting of the Historic Advisory Board was called to order on Monday, October 3, 2022, at 4:35 PM by Chair John Quest.

**ROLL CALL**

Present were Chair John Quest, Vice Chair Cecilia Farin and Board Members Aimee Woodall and Denny Boehler. Board Member Ronni Curtis was not present. There was a quorum to conduct business.

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

**AGENDA CHANGES**

The Administration requested to add the Historic Registry Listing to the agenda. This item was added as item number 5.

**UNSCHEDULED PUBLIC COMMENT**

There was no unscheduled Public Comment.

**MINUTES**

**Regular Minutes of September 13, 2022**

Motion by Vice Chair Farin, seconded by Ms. Woodall, to approve the minutes from September 13, 2022.

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



**NEW BUSINESS**

Staff update regarding the Historic Preservation Code Update

Mr. Higgins advised the Board that the Board of Trustees passed the Historic Preservation Code Ordinance on September 27, 2022.

Discussion regarding Historic Walk and Talk

Mr. Higgins notified the Board on the success of the 2022 Historic Walk and Talk.

Discussion regarding the Historic Register listings and Interpretive plaque

Mr. Higgins requested that the Board review the list over the next few weeks, for upcoming discussion.

**STAFF REPORTS**

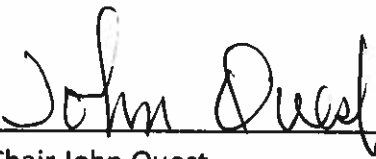
- Mr. Higgins discussed his staff report provided in the Board packet.
- Mr. Higgins discussed the current work plan.
- Mr. Higgins gave an update on the intensive survey.
- Ms. Cherry informed the Board that the resident located at 325 Main Street would like the historic sign board removed from her property.
- Mr. Higgins let the Board know that Frontier High School is still for sale.

**BOARD REPORTS**

- The Board had nothing additional to report.

**ADJOURNMENT**

Motion by Vice Chair Farin, seconded by Mr. Boehler, to adjourn meeting at 5:12 PM. The vote of those Board Members present was unanimously in favor. Motion carried.

  
Chair John Quest

  
Town Clerk Michelle Oeser





**PLANNING COMMISSION – RECORD OF PROCEEDINGS  
NOVEMBER 1, 2022**

**CALL TO ORDER**

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, November 1, 2022, at 6:32 PM by Chair Jenny Case.

**ROLL CALL**

Present were Chair Jenny Case, Vice Chair Barbara McGinn, Commissioners Julie Uhernik, Greg Lindbloom, Rob Porter, and Ed Beard.

Also present were Planner/Project Manager Zach Higgins, Deputy Town Clerk Harmony Malakowski, and Community Development Administrative Assistant Dianna Hiatt.

**AGENDA CHANGES**

No agenda changes from staff.

No agenda changes by the Commissioners.

**UNSCHEDULED PUBLIC COMMENT**

No Unscheduled Public Comment.

**CONSENT AGENDA**

Minutes of the Regular Meeting of October 18, 2022

Motion by Vice Chair McGinn, seconded by Commissioner Lindbloom, to approve the minutes from the regular meeting of October 18, 2022.

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

**NEW BUSINESS**

Discussion regarding Elizabeth Municipal Code

a. Downtown District Lot Coverage

The Commissioners recommend that the under-roof lot coverage maximum be removed from the Downtown District zoning.



b. Downtown District Height Requirements

The Commissioners were evenly split on allowing an increase to a maximum height of 35 ft. in the Downtown District zoning area.

c. Short Term Rentals


The Commissioners are in favor of regulating short term rentals within the Town. Further discussion will occur on this item at a future meeting.

**REPORTS**

- Planner/Project Manager Higgins provided an update to the Commissioners regarding available training opportunities.
- Discussion regarding a possible virtual meeting December 20, 2022.
- Mr. Higgins provided an update to the Commissioners regarding the Elizabeth West rezone.
- Commissioner Lindbloom had a question regarding the legal process for rezoning. Discussion followed.
- Discussion regarding the Elizabeth Comprehensive Plan.

**ADJOURNMENT**

Motion by Vice Chair McGinn, seconded by Commissioner Uhernik, to adjourn meeting at 8:36 p.m. The vote of those Commissioners present was unanimously in favor. Motion carried.

  
Chair Jenny Case

  
Deputy Town Clerk Harmony Malakowski

