



Planning Commission Regular Meeting **POSTPONED TO MAY 19, 2026 Due to Inclement Weather**

Tuesday, May 5, 2026 at 6:30 PM
Town Hall, 151 S. Banner Street

Call to Order

Roll Call

Public Comment

This is a meeting of the Planning Commission held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Commission. Your comments will be limited to 3 minutes. The Planning Commissioners may not respond to your comments during this meeting. Rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Commissioners, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Chair will direct Staff to have a response at the next regularly scheduled Commission meeting.

Agenda Changes

Consent Agenda

1. Minutes of the Regular Meeting of April 7, 2026

Public Hearing

This matter requires this body to conduct a quasi-judicial hearing, which means the body must find facts and base its decision upon the application of the adopted regulation standards/criteria and the competent, substantial, and material evidence received during this hearing.

2. Rezone of 228 S. Banner Street - Alexandra Cramer

New Business

3. Discussion and possible action on Ordinance 26-09, an Ordinance Rezoning the property located at 228 South Banner from Single-Family Residence (R-1) District to Downtown (DT) District — Alexandra Cramer

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Staff Report

Commissioner Reports

Adjournment

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.



Planning Commission Regular Meeting

Tuesday, April 7, 2026 at 6:30 PM

Town Hall, 151 S. Banner Street

Call to Order

The Regular Meeting of the Planning Commission was called to order on Tuesday, April 7, 2026, at 6:32 PM by Chair George Fick.

Roll Call

Present:

Chair George Fick

Vice Chair Amy Schmidt

Commissioner Jim Santangelo

Commissioner Samantha Barnhart

Commissioner Paula Ray

Commissioner Jennifer Malley

There was a quorum to do business.

Also in Attendance:

Planner/Project Manager Alexandra Cramer

Deputy Town Clerk Allison Ritter

Public Comment

This is a meeting of the Planning Commission held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Commission. Your comments will be limited to 3 minutes. The Planning Commissioners may not respond to your comments during this meeting. Rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Commissioners, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Chair will direct Staff to have a response at the next regularly scheduled Commission meeting.

There was no Public Comment.

Agenda Changes

No changes from Administration.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the March 3, 2026, Meeting

Motion by Commissioner Santangelo, seconded by Vice Chair Schmidt, to approve the Consent Agenda.

Voting Yes: Chair Fick, Vice Chair Schmidt, Commissioner Santangelo, Commissioner Barnhart, Commissioner Ray

Voting No: None

Abstain: Commissioner Malley

Motion Passed Unanimously (5-0)

Chair Fick closed the Regular Meeting and opened the Public Hearing at 6:33 PM.

Public Hearing

This matter requires this body to conduct a quasi-judicial hearing, which means the body must find facts and base its decision upon the application of the adopted regulation standards/criteria and the competent, substantial, and material evidence received during this hearing.

2. 228 S Banner Street Rezone Application - Alexandra Cramer

Staff is requesting the Public Hearing be continued to the May 5, 2026, Regular Meeting.

Ms. Cramer gave a Staff report.

Chair Fick closed the Public Hearing and reopened the Regular Meeting at 6:37 PM.

New Business

3. Discussion and possible action on the continuance of the Public Hearing regarding the 228 S Banner Street Rezone Application to the May 5, 2026, Meeting - Alexandra Cramer

Motion by Commissioner Santangelo, seconded by Commissioner Barnhart, to approve the continuance of the Public Hearing regarding the 228 S Banner Street Rezone Application to the May 5, 2026, Meeting.

Voting Yes: Chair Fick, Vice Chair Schmidt, Commissioner Santangelo, Commissioner Barnhart, Commissioner Ray, Commissioner Malley

Voting No: None

Motion Passed Unanimously (6-0)

Staff Report

4. Staff Report

- Planner/Project manager Alexandra Cramer:
 - Notified Commission of approval by the Town of Elizabeth Board of Trustees of the new Parking Ordinance.
 - Discussed holding a meeting with the Main Street Board of Directors regarding development of the Gesin Lot.
 - Requested direction from the Commission to research and create a proposal regarding Auxiliary Dwelling Units (ADU's). Commissioners gave direction to move forward.
 - Discussed creating a proposal regarding allowing Small Scale Manufacturing within the

Downtown District.

Commissioner Reports

The Commissioners introduced themselves to one another.

Adjournment

Motion by Vice Chair Schmidt, seconded by Commissioner Santangelo, to adjourn the meeting at 7:28 PM.
Voting Yes: Chair Fick, Vice Chair Schmidt, Commissioner Santangelo, Commissioner Barnhart, Commissioner Ray, Commissioner Malley
Voting No: None

Motion Passed Unanimously (6-0)

Deputy Clerk Allison Ritter

Chair George Fick



STAFF REPORT

Rezone Application

228 S. Banner Street

Applicant: American Legion Post 82

Applicant Representative: Bud Blazier & Tedd Lipka, P.O. Box 235, Elizabeth, CO 80107

Location: 228 S. Banner Street, Elizabeth, Colorado 80107

Legal Description: Lots 16 & 17, Block 5, Elizabeth Amended, Town of Elizabeth, Elbert County, State of Colorado

Area: 0.15 acres (Lots 16 & 17)

Present Zoning: R-1, Single-Family Residential District

Proposed Zoning: DT, Downtown District

Exhibit A: Applicant's Submittal Documents (Land Use Application, Rezone Exhibit)

Exhibit B: Referral Agency Comments

Exhibit C: Public Notice

Executive Summary

American Legion Post 82 is requesting a rezone of a 0.15-acre parcel at 228 S. Banner Street from R-1, Single-Family Residential District to DT, Downtown District. The property is located within the Town of Elizabeth at the northeast corner of Banner Street and Elm Street and is currently owned and operated by American Legion Post 82 for public and veterans' service use.

The property was originally conveyed from the Town of Elizabeth to American Legion Post 82 via Special Warranty Deed in August 2013, subject to a 10-year condition that the property be used for public and/or U.S. Armed Forces veteran purposes. In 2014, the Board of Trustees also approved a Use by Special Review for the property to operate as a nonprofit recreation center, also for a 10-year period. Both the deed condition and the Use by Special Review have since expired. American Legion Post 82 now holds the property in fee simple absolute and is seeking permanent and appropriate zoning for the property. "Club and Lodges" is a permitted use within the DT, Downtown District, making it the most suitable zoning designation for this property and the surrounding area.

All referral agencies, including the Elizabeth Fire Protection District, Elizabeth Police Department, Town Engineering, Town Public Works, CORE Electric Cooperative, and the Elizabeth School District, have reviewed the application and raised no objections. Staff recommends approval of the rezone Ordinance 26-09.



Project Overview

American Legion Post 82 requests approval of a rezone of the 0.15-acre property at 228 S. Banner Street from R-1, Single-Family Residential District to DT, Downtown District. The property is located within the incorporated limits of the Town of Elizabeth and is currently operated as an American Legion post for community gatherings and veterans' services. With both the original deed condition and the Use by Special Review having expired, the DT, Downtown District designation is sought to establish permanent and appropriate zoning that reflects the existing use of the property, recognizes its location within downtown Elizabeth, and acknowledges that "club and lodges" is a permitted use within the Downtown District.

Background

The property at 228 S. Banner Street (Lots 16 & 17, Block 5, Elizabeth Amended) was formerly owned by the Town of Elizabeth. On June 25, 2013, the Board of Trustees approved Ordinance 13-12, authorizing the sale of the town-owned property. The Board found pursuant to C.R.S. § 31-15-713(1)(a) that the property was no longer being used or held for a governmental purpose and authorized the sale upon such terms and conditions as the governing body determined appropriate. The property was conveyed to American Legion Post 82 via Special Warranty Deed recorded August 12, 2013 (Reception No. 537788) for a consideration of ten dollars (\$10.00). The deed specified that the conveyance was for so long as the property is utilized for public and/or U.S. Armed Forces veteran use for a ten (10) year period commencing the date the deed was made effective. The 10-year deed condition expired in August 2023, at which time the fee simple determinable and the Town's possibility of reverter lapsed. American Legion Post 82 now holds the property in fee simple absolute with no further conditions or reversionary interest held by the Town.

On August 26, 2014, the Board of Trustees approved a Use by Special Review for the American Legion to operate a nonprofit recreation center at the property. The approval was granted for a 10-year period retroactive to the date of the Special Warranty Deed (August 7, 2013), noting the Legion's significant contributions to the community.

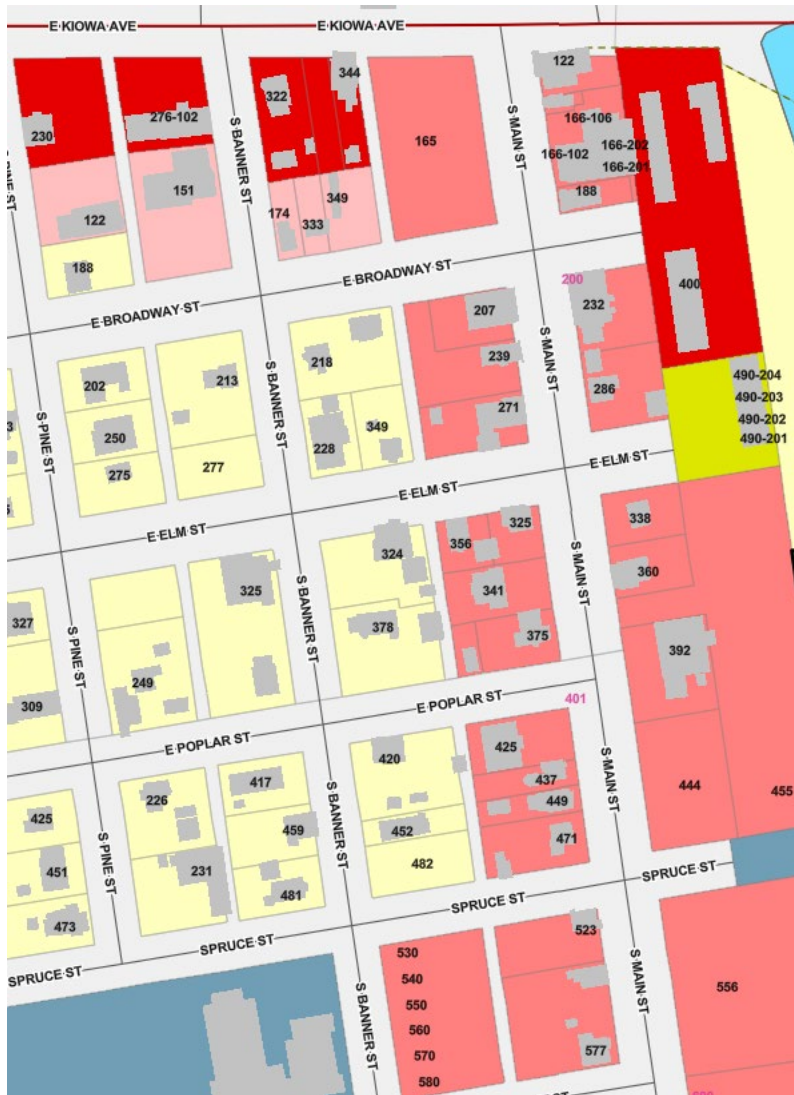
With both the deed condition and the Use by Special Review having expired, the American Legion is now seeking to establish permanent and appropriate zoning for the property. "Club and Lodges" is a permitted use within the DT, Downtown District, making it the most suitable zoning designation for this property and the surrounding area. The rezone corrects the zoning to reflect the established use and character of the property and its location within downtown Elizabeth.



TOWN OF ELIZABETH

Surrounding Land Uses

- North: Single-Family Residential (R-1)
- South: Single-Family Residential (R-1)
- East: Single-Family Residential (R-1) / Downtown District (DT) transition
- West: South Elm Street right-of-way; Elizabeth Presbyterian Church parking lot





Case Analysis

Staff finds that the proposal is consistent with applicable provisions of the Elizabeth Municipal Code (EMC) and the Elizabeth Comprehensive Plan:

Elizabeth Municipal Code (EMC): The rezoning process requires Community Development staff to review and refer the application to various agencies for comments within a 25-day time frame. All referral agencies responded without objection to the proposed rezone to DT, Downtown District.

Comprehensive Plan: The Town's 2019 Comprehensive Plan supports the vitality of the downtown core and encourages land uses that contribute to a walkable, active downtown. The DT, Downtown District designation for this property supports those goals by formalizing a civic and community use within the downtown area. The property's location at the corner of Banner and Elm Streets places it within the downtown fabric of Elizabeth, and the proposed zoning is consistent with the character and vision for the surrounding area.

Referral Agency Comments

The rezone application was referred to the following agencies on December 15, 2025:

Agency	Comment Summary
Elizabeth Fire Protection District	No comments on the rezone. Any future changes in occupancy classification or building structure will require a building permit and plans submitted to the Fire District for review.
Elizabeth Police Department	No issues.
Town of Elizabeth – Engineering	No comments; approves as provided.
Town of Elizabeth – Public Works	Agrees that the DT, Downtown District is the most appropriate zone for this property and parcel.
CORE Electric Cooperative	Approves the proposed rezoning. Notes existing overhead electric facilities on the property; easements and facilities will remain unless the applicant requests modifications per CORE's extension policies.
Elizabeth School District	Supports the rezoning without any items of concern.



Findings and Staff Recommendation

The 228 S. Banner Street rezone application has been reviewed by the development review team and staff in accordance with Chapter 16 of the Elizabeth Municipal Code (EMC). Staff finds that the application meets the criteria for a rezone as set forth in the EMC.

Findings:

#	Finding	Staff Analysis
1	A need exists for the proposal.	The rezone to DT, Downtown District reflects the established community and veterans' service use of the property and aligns the zoning with the building's actual function within the downtown core.
2	The particular parcel of ground is the correct site for the proposed development.	The property's location at the corner of Banner and Elm Streets, within the downtown area of Elizabeth, makes it well-suited for the DT designation. The building has been a community hub since 2013.
3	There has been an error in the original zoning, or there have been significant changes in the area to warrant a zone change.	The original R-1 zoning was in place prior to the Town's conveyance of the property to the American Legion for public and veterans' service use. The transfer of ownership, the subsequent Use by Special Review, and the evolution of the surrounding downtown area represent significant changes warranting the proposed rezone.
4	Adequate circulation exists and traffic movement would not be impeded.	The property is located on Banner Street, a primary downtown corridor with existing infrastructure. No traffic concerns were raised by referral agencies.
5	Additional municipal service costs will not be incurred which the Town is not prepared to meet.	The rezone is not anticipated to generate additional municipal service demands. The property is already served by existing Town infrastructure and utilities.
6	There are minimal environmental impacts or impacts can be mitigated.	The property is an existing developed site. No new environmental impacts are anticipated as a result of the rezone.
7	The proposal is consistent with the Town Master Plan maps, goals and policies.	The proposal is consistent with the Town's 2019 Comprehensive Plan goals supporting a vibrant and active downtown. The DT designation reinforces the community-serving role of the property within the downtown area.



TOWN OF ELIZABETH

8	There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services.	The property is within the Town of Elizabeth and is served by existing municipal utilities and services. No deficiencies were identified by referral agencies.

Staff Recommendation

Based on the analysis above, Staff finds that the proposed rezone application for 228 S. Banner Street meets the criteria set forth in Chapter 16 of the Elizabeth Municipal Code. The proposed rezone from R-1, Single-Family Residential District to DT, Downtown District is consistent with the Town’s Comprehensive Plan and aligns with the established use and character of the property and surrounding downtown area. All referral agencies have reviewed the application and raised no objections.

Staff recommends the Planning Commission forward a recommendation of approval to the Board of Trustees for Ordinance 26-09, approving the rezone for 228 S. Banner Street from R-1, Single-Family Residential District to DT, Downtown District.

Attachment(s)

Ordinance 26-09

ORDINANCE 26-09

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 228 SOUTH BANNER FROM SINGLE-FAMILY RESIDENCE (R-1) DISTRICT TO DOWNTOWN (DT) DISTRICT

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Findings of Fact.

A. The Town desires to rezone certain property within the Town of Elizabeth, Colorado, generally known as the Elizabeth West Property, as more particularly described in **Exhibit A**, attached hereto, and incorporated herein by this reference, with a street address of 228 South Banner Street (the "Property") from Single-Family Residence (R-1) District to Downtown (DT) District.

B. Public notice has been given of such rezoning pursuant to Section 16-4-30 of the Town of Elizabeth Municipal Code more than 15 days in advance of the public hearing.

C. A need exists for rezoning the Property pursuant to Section 16-1-240 of the Town of Elizabeth Municipal Code.

Section 2. The Property is hereby rezoned from Single-Family Residence (R-1) District to Downtown (DT) District.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform to the zoning change for the Property.

Section 4. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 5. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this ____ day of _____, 2026.

Passed by a vote of _____ for and _____ against and ordered published.

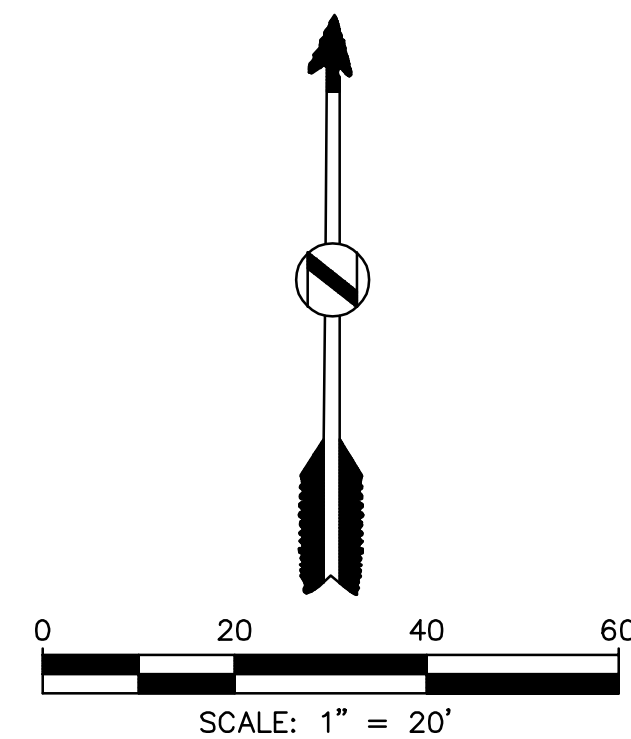
Angela Ternus, Mayor

ATTEST

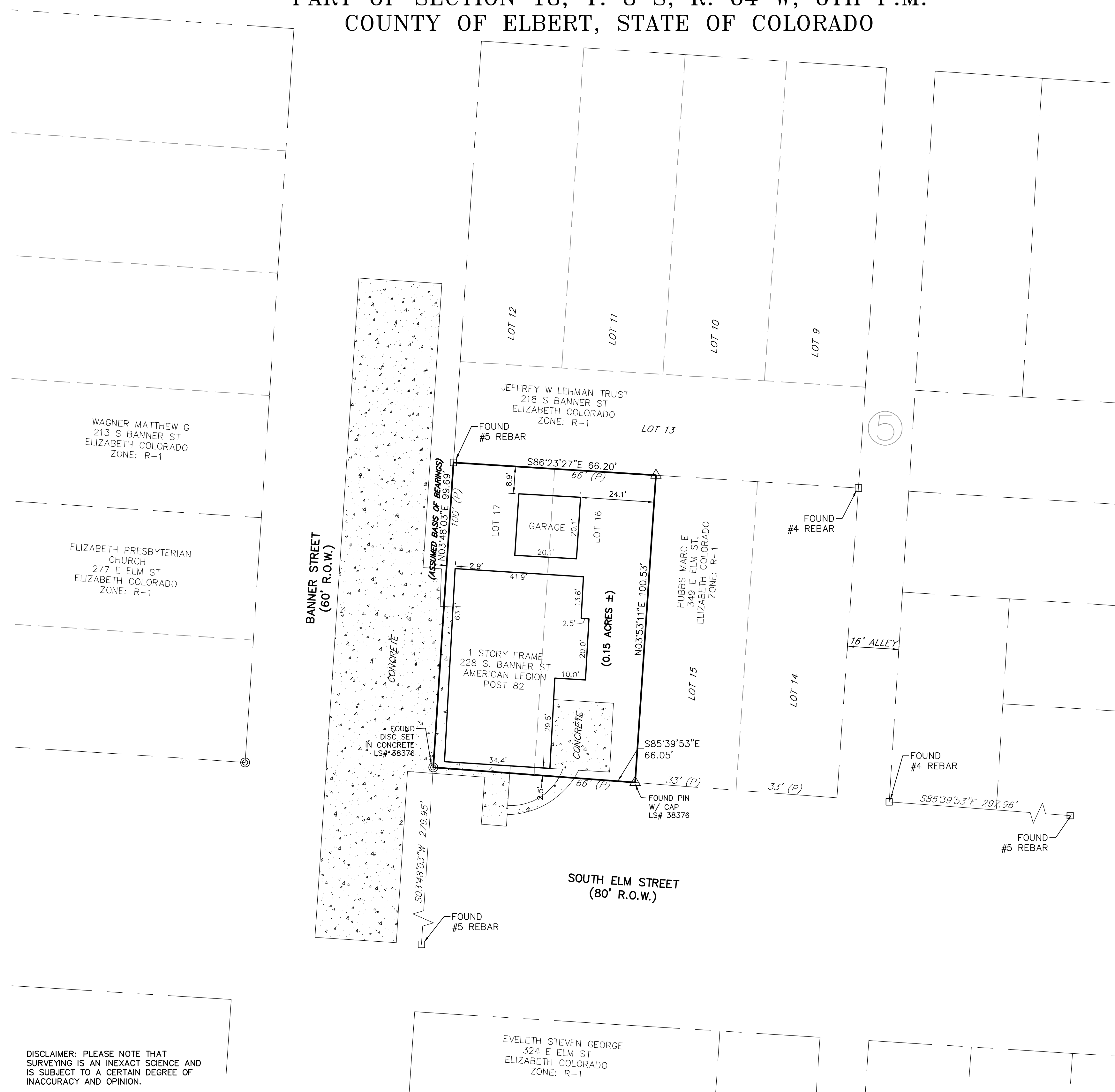
Michelle M. Oeser, Town Clerk

EXHIBIT A

AMERICAN LEGION POST 82 REZONE EXHIBIT TOWN OF ELIZABETH PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. COUNTY OF ELBERT, STATE OF COLORADO



LEGEND	
—	PARCEL BOUNDARY
- - -	ADJACENT PARCEL
- - -	RIGHT-OF-WAY
(P)	PLATTED BEARING & DISTANCE
□	FOUND REBAR (AS NOTED)
⊙	FOUND DISC SET IN CONCRETE LS# 38376
△	FOUND PIN W/ CAP LS# 38376



VICINITY MAP NOT TO SCALE

OWNER'S CERTIFICATE:

I (We), _____ as owner(s) of the land affected by this Special Use by Review, accept and approve all conditions set forth herein.

Owner: _____ Date: _____
(signature)

(name printed)
State of _____ }
County of _____ } ss
The foregoing certificate was acknowledged before me this _____ day of _____, 20____, by (name of individual or authorized person [see below]).
WITNESS my hand and official seal.
SEAL

NOTARY PUBLIC
My Commission expires: _____

FIRE PROTECTION DISTRICT
THIS REZONE EXHIBIT WAS REVIEWED AND APPROVED BY _____
FIRE PROTECTION DISTRICT ON THE _____ DAY OF _____, 20____

FIRE MARSHAL, _____
FIRE PROTECTION DISTRICT

CLERK AND RECORDER'S CERTIFICATE
STATE OF COLORADO }
COUNTY OF ELBERT } ss
I HEREBY CERTIFY THAT THIS REZONE EXHIBIT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D., AT _____ P.M., AND WAS RECORDED PER RECEPTION NUMBER _____ BOOK _____ PAGE _____

ELBERT COUNTY CLERK AND RECORDER

DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

BASIS OF BEARINGS:

BEARINGS ARE BASED UPON THE WEST LINE OF BLOCK 5, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., BEING MONUMENTED AT THE NORTHWEST CORNER OF LOT 17, BLOCK 5, WITH A NO. 5 REBAR, AND AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 5, WITH A DISC SET IN CONCRETE LS# 38376, SAID LINE HAS AN ASSUMED BEARING OF N03°48'03"E, WITH A DISTANCE OF 99.69 FEET.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PREPARER:

HIGH PRAIRIE SURVEY CO
KEITH WESTFALL
345 COMANCHE STREET
KIOWA, COLORADO 80117
(303)621-8672

OWNERS:

AMERICAN LEGION POST 82, LOT 16 & 17, BLOCK 5, ELIZABETH AMENDED STREET, ELIZABETH 80107
COUNTY OF ELBERT, COLORADO

ZONING:

EXISTING: R-1
PROPOSED: DT
(Downtown District)

PROPERTY DESCRIPTION:

STATEMENT:

LINEAL UNITS ARE IN US SURVEY FEET.

SURVEYOR'S CERTIFICATE

I, KEITH WESTFALL, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF AMERICAN LEGION POST 82 REZONE EXHIBIT WAS MADE UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING REZONE ACCURATELY AND PROPERLY SHOWS SAID PROPERTY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KEITH WESTFALL, COLORADO PLS #30127
FOR AND ON THE BEHALF OF
HIGH PRAIRIE SURVEY COMPANY

DATE:	REVISIONS:
10/18/2024	REVISED PROPOSED ZONING

High Prairie Survey Co.
LAND SURVEYING CONSTRUCTION STAKING
OIL AND GAS SURVEYING
303-621-8672 FAX 303-621-7749
P.O. BOX 384 SCALE 1"=20' DATE 10/11/2024 DRAWN BY CRR
KIOWA, COLORADO 80117

TITLE	
AMERICAN LEGION POST 82 REZONE EXHIBIT PART OF SEC. 18, T8S, R64W, 6TH P.M. ELBERT COUNTY, STATE OF COLORADO	
CLIENT	
AMERICAN LEGION POST 82	
SHEET	JOB NUMBER
1 OF 1	13235-RZ



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 11/11/2025
NAME OF PROJECT: ELIZABETH AMERICAN LEGION RE-ZONE
NAME OF APPLICANT: AMERICAN LEGION POST 82
ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 228 S. BANNER STREET, ELIZABETH, PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M.

Please check the appropriate item(s):

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> REZONE | <input type="checkbox"/> PLAT | <input type="checkbox"/> USE BY SPECIAL REVIEW |
| <input type="checkbox"/> PUD (planned unit development) | <input type="checkbox"/> MINOR PLAT/REPLAT | <input type="checkbox"/> ANNEXATION |
| <input type="checkbox"/> VARIANCE | <input type="checkbox"/> SUBDIVISION | <input type="checkbox"/> MINOR SUBDIVISION |
| <input type="checkbox"/> SITE PLAN | <input type="checkbox"/> OTHER _____ | |

PRESENT ZONING: RESIDENTIAL

AREA IN ACRES: .15

PROPOSED ZONING: COMMERCIAL

PRESENT USE: _____

PROPOSED # OF LOTS (if applicable): 1

PROPOSED GROSS FLOOR AREA (if applicable): _____

***PROPERTY OWNER**

NAME: AMERICAN LEGION POST 82
ADDRESS: 228 S. BANNER ST., PO BOX 865, ELIZABETH, CO 80107
TELEPHONE #: (909) 720-1494
EMAIL: _____

APPLICANT REPRESENTATIVE

NAME: TEDD LIPKA
ADDRESS: P.O. BOX 235 ELIZABETH, CO 80107
TELEPHONE #: 720-318-7029
EMAIL: TEDDLIPKA@YAHOO.COM

[Signature]
SIGNATURE OF OWNER

[Signature]
SIGNATURE OF APPLICANT

SIGNATURE OF OWNER

SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this _____ day of _____, 2025
My commission expires _____

2/21/2027

[Signature]
Notary

KELLY RENEE OSTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20234006733
MY COMMISSION EXPIRES 2/21/2027

ORDINANCE 13-12

AN ORDINANCE APPROVING THE SALE OF TOWN-OWNED PROPERTY LOCATED AT 228 S. BANNER STREET

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. The Board of Trustees hereby approves the Agreement to Buy and Sell Real Estate attached hereto as Exhibit A, and incorporated herein by this reference, authorizing the sale of the Town-owned property located at 228 Banner Street, and authorizes the Mayor to execute any necessary documents regarding said sale.

Section 2. The Board of Trustees further finds pursuant to C.R.S. § 31-15-713(1)(a) that the property at 228 Banner Street is no longer being used or held for a governmental purpose, and thus the Town is authorized to sell the property pursuant to C.R.S. § 31-15-713(1)(b) "upon such terms and conditions as the governing body may determine."

Section 3. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

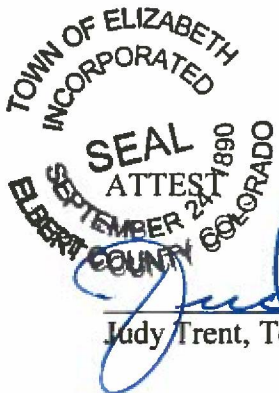
Section 4. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this 25th day of JUNE, 2013.

Passed by a vote of 4 for and 0 against and ordered published.

[Signature]
H. Clay Hurst, Mayor



[Signature]
Judy Trent, Town Clerk

AGREEMENT TO BUY AND SELL REAL ESTATE

This Agreement to Buy and Sell Real Estate ("Agreement") is made and entered into effective as of June 25th, 2013, by and between the Town of Elizabeth, a Colorado municipal corporation (hereinafter referred to as "Seller"), and the American Legion [formal name of entity] (hereinafter referred to as "Buyer").

Article 1

Agreement to Sell and Purchase Property

Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller certain real property more particularly described as Lots 16 & 17, Block 5, Elizabeth Amended, Town of Elizabeth, Elbert County, State of Colorado, also known as 228 South Banner Street, Elizabeth, Colorado (the "Property"). The Seller shall convey any and all interest it has in the Property by Special Warranty Deed. Such conveyance and the Deed shall specify that the conveyance shall be for so long as the Property is utilized for public and/or U.S. Armed Forces veteran use for a ten (10) year time period. The ten (10) year time period will commence the day the Deed is made effective and run consecutively from that date. Through this conveyance, the Town and The American Legion intend to create a fee simple determinable for a time period of ten (10) years, whereby the Town will have a determinable interest and the consequent possibility of reverter for the ten (10) year time period. Thus, if the American Legion uses the Property in a manner that does not serve public and/or U.S. Armed Forces veterans during the ten (10) year time period, the Property will automatically revert back to the Town. After the ten (10) year time period has ended, the fee simple determinable and the Town's possibility of reverter will lapse and the American Legion will hold the Property in fee simple absolute.

Article 2

Purchase Price

(a) The parties agree that the conveyance of the Property shall be at no cost to Buyer, but subject to the provisions and additional consideration set forth in subsection (b) of this Article 2 below (the "Purchase Price"), delivered to Seller at Closing and upon delivery of the deed document at Closing, and subject to all terms and conditions set forth in this Agreement.

(b) Additional Consideration. Buyer shall retain ownership of the Property and use the building located on the Property for the purpose of providing services to the public and/or U.S. Armed Forces veterans for a period of time of no less than ten (10) years from the date of Closing. In the event Buyer ceases to provide such services to the public and/or U.S. Armed Forces veterans within such ten (10) year period, ownership of the Property shall automatically revert to the Town in accordance with Article 1 of this Agreement.

Article 3
Inclusions and Exclusions

3.1 The Purchase Price includes the following items (the "Inclusions"):

(a) Fixtures. If attached to the Property on the date of this Agreement, lighting, heating, plumbing, ventilating and air conditioning fixtures, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls; and

(b) Other Inclusions. If on the Property whether attached or not on the date of this Agreement: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, storage sheds, smoke/fire detectors, kitchen cooking equipment, and all keys.

3.2 The Inclusions are to be conveyed at Closing free and clear of all taxes, liens and encumbrances. Conveyance shall be by bill of sale or other applicable legal instrument.

3.3 Exclusions. No attached fixtures are excluded from this sale.

3.4 Condition of, and Damage to Property and Inclusions.

(a) Except as otherwise provided in this Agreement, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this Agreement, ordinary wear and tear excepted.

(b) Walk-Through; Verification of Condition. Buyer upon reasonable notice, shall have the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions comply with this Agreement.

Article 4
Seller's Warranties; Merchantability of Title; Objections to Title

Seller represents and warrants as of the date hereof and as of Closing that the following are true and correct:

(a) Seller represents to Buyer that at Closing Seller will have and will convey to Buyer good, merchantable and insurable title to the Property, including fee simple title to the Property, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Buyer as hereinafter provided (the "Permitted Exceptions"), and attached hereto as **Exhibit A** and incorporated herein by this reference.

(b) Seller represents and covenants to the Buyer that it comprises all of the parties who have a fee interest in said Property and that to the best of Seller's knowledge, there are no other interested parties in said Property.

(c) If the title for any reason is not merchantable in Seller, Buyer shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Buyer prior to the Closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the Closing date, this Agreement, at Buyer's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the Closing.

(f) No Conflicts. Neither the execution of this Agreement nor the consummation of the transaction provided for herein constitutes, or will result in, any breach of the terms, conditions, or constitute a default under, any mortgage, deed of trust, note, loan agreement, lien, lease, license, instrument, or other agreement to which Seller is a party or to which the Property is subject to Seller's knowledge after due inquiry.

(g) No Litigation. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person or entity known to Seller against or otherwise affecting the Property. Seller does not know of any grounds for any such litigation, proceeding, or investigation.

(h) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property.

(i) Leases. Seller has notified Buyer of all leases, tenancies or rental agreements relating to the Property, or to any part thereof.

(j) Third Party Improvements. Seller has notified Buyer of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Buyer that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(k) Easements. Seller has notified Buyer of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property.

(l) No Landfill. To the best of Seller's knowledge, no part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or

materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property.

(m) No Pollution. To the best of Seller's knowledge and belief:

(1) The Property is not contaminated with any hazardous substance.

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property.

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable.

(4) There is no underground storage tank on the Property.

(5) By acquiring the Property, Buyer will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Buyer in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the Property, then the Buyer has the express option of terminating this Agreement.)

(n) In order to provide the Buyer with information to protect the Buyer and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Buyer.

Article 5
Affirmative Covenants of Seller

During the term of this Agreement, Seller shall not modify the encumbrances or execute any agreement, lease, or instrument affecting the Property or title thereto and/or encumber, rezone, plat, or change the use of the Property without the prior written approval of Buyer first having been obtained.

Article 6
Closing

6.1 Date of Closing. The settlement of this Agreement ("Closing") shall take place August 08, 2013. In the event that Closing does not occur on this date and the Closing date is not extended by mutual written agreement of the parties hereto, then this Agreement shall automatically terminate.

6.2 Obligations. At the Closing, the following shall occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) Seller shall deliver to Buyer the following documents:

(1) A good and sufficient Special Warranty Deed, subject to the provisions set forth in Article 1 of this Agreement, conveying merchantable title to the Property, executed and acknowledged as required by law, subject to those Permitted Exceptions attached hereto as Exhibit A.

(b) The Title Company shall deliver, or agree to deliver to Buyer within thirty (30) business days after Closing, the Title Policy at Buyer's expense.

(c) The parties shall further execute Buyer's and Seller's settlement sheets and such other agreements and documents as may be required to carry out the intent of this Agreement. The parties shall each pay one-half of the closing costs.

6.3 Adjustments. The following are to be apportioned as of the date of Closing: none

6.4 Possession. Buyer shall be entitled to possession of the Property upon Closing, free and clear of all leases and tenancies.

Article 7
Buyer's Contingencies

Notwithstanding any other provision contained in this Agreement, Buyer's obligation to proceed with Closing shall be contingent upon the following conditions being fulfilled or waived in writing by Buyer:

(a) Seller shall obtain and deliver to Buyer at Buyer's expense, within ten (10) days of the effective date of this Agreement, a current commitment ("Title Commitment") from the Title Company owner's title insurance policy ("Title Policy"), which premium therefor Buyer shall pay, insuring good and marketable title in fee simple to the Property in Buyer, in the amount of Two Hundred Thousand Dollars (\$200,000), free of all liens, leases, encumbrances, and reservations, except for Permitted Exceptions. The standard printed exceptions shall be deleted at Buyer's expense. The Title Commitment shall be accompanied by copies of all instruments and documents referred to therein as creating exceptions to title and any unrecorded leases or tenancies affecting the Property.

(b) Buyer shall have until fifteen (15) calendar days after the effective date hereof ("Title Due Diligence Date") to review and approve or disapprove the title to the Property by reason of any items listed in the Title Commitment as exceptions to title and to notify Seller in writing ("Title Notice") as to any such defects in title ("Title Defects").

(c) From the date of Seller's Title Notice until Closing, Seller may either cure the Title Defects or notify Buyer in writing which Title Defects, if any, (i) Seller is unable to cure at or before Closing and (ii) Seller elects not to cure at or before Closing.

(d) If Seller is unable to cure or elects not to cure any Title Defects at or before Closing, Buyer may, at its option, (i) terminate this Agreement pursuant to Article 8, or (ii) waive such defects in writing.

(e) Seller shall cause the Title Commitment to be updated three (3) days before Closing (which updated commitment is referred to as the "Updated Commitment"). The Updated Commitment shall not show any liens, leases, encumbrances, or reservations not shown on the Title Commitment. In the event any of same are shown on the Updated Commitment, same shall be deemed Title Defects, and Buyer may, at its option, exercise the remedies listed in Article 7.1(d). All Title Defects that are not objected to by Buyer pursuant to this Article 7.1 are called herein "Permitted Exceptions."

7.2 Inspection of Property.

(a) From the effective date hereof until July 24, 2013 (the "Due Diligence Date"), Buyer shall have the right, at its expense, during ordinary business hours, to have an engineer or other independent inspector of Buyer's choice inspect the Property ("Inspection"). Any disturbance to the Property caused by the inspection shall be promptly remedied or repaired at the expense of Buyer.

(b) Buyer shall have until the Due Diligence Date to review and approve or disapprove of the results of the Inspection and to notify Seller in writing ("Inspection Notice") as to any conditions identified by the Inspection to be unsatisfactory to Buyer in Buyer's sole discretion ("Inspection Condition"). Any Inspection Condition identified in the

Inspection Notice shall be deemed a Title Defect, and the provisions of Article 7.1(c) and (d) shall apply.

(c) Seller shall notify Buyer of any conditions or events that would have materially changed the Inspection results had the Inspection taken place after the Due Diligence Date, and Buyer's obligation to close hereunder shall remain subject to Buyer's approval or waiver of any such conditions or events.

7.3 Other Documents. Seller shall within twenty (20) days after the effective date hereof deliver to Buyer, at Seller's expense, a copy or an original of every agreement, lease, contract, instrument, document, report, engineering or technical data, model, map, photograph, or other such documents which are in the possession of Seller on, or subsequent to, the date of this Agreement and which are in respect of or are related to the Property. Buyer shall deliver to Seller any working documents prepared by or on behalf of Buyer in the course of due diligence within twenty (20) days after the termination of this Agreement.

Article 8 Time of Essence and Remedies

Time is of the essence hereof. There shall be the following remedies:

(a) If Buyer is in Default:

(1) The Town may treat this Agreement as void and of no further force or effect.

(b) If Seller is in Default:

(1) Buyer may elect to treat this contract as canceled. Under no circumstances shall Buyer have a right to seek a claim for damages against Seller for breach of this Agreement.

(c) Termination Without Default. This Agreement may be terminated by Buyer or Seller for any reason within the Due Diligence Date.

Article 9 Termination

In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, unless otherwise specifically set forth herein.

Article 10

Risk of Loss

In the event of damage by fire or other casualty on the Property prior to the Closing, this Agreement shall remain in full force and effect, and in such event Seller shall assign to Buyer any and all claims or proceeds under any then existing fire or other casualty insurance policies covering the Property, and Buyer shall take title with the assignment of such claims or proceeds and subject to such destruction.

Article 11 Miscellaneous Provisions

11.1 Captions. The captions in this Agreement are inserted only for the purpose of convenience and in no way define or prescribe the scope of this Agreement.

11.2 Inurement. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns, as the case may be.

11.3 Assignability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon Closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the Closing and shall continue to be binding upon the parties and their above-named successors.

11.4 Waiver of Lead Based Paint. Buyer hereby waives any objection to Lead Based Paint being found in any of the building or improvements located on the Property.

11.5 Brokers. Each party represents that no broker participated in this transaction or will participate in this transaction, and each party specifically warrants that no claims for commissions are due or will be due to any person in any such capacity.

11.6 Pronouns. The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other.

11.7 No Amendments. No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

11.8 Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

11.9 Notices. All notices herein required shall be in writing and shall be served at the addresses appearing below, or such other address as a party may designate in writing. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices shall be deemed to have been given when mailed as provided herein, or upon personal delivery to any one of the attorneys of any of the parties listed hereinbelow. Notices may also be sent via facsimile or email, provided that follow-up copies are also sent via regular US mail.

If to Buyer:

American Legion Post 82
P.O. Box 865
Elizabeth, CO 80107

With a Copy to:

Ric Morgan, Esq.
Ric N. Morgan, LLC
Box 131
Elbert, CO 80106
Phone: (303) 520-6088
Fax: (303) 648-8883
Email: morgan@hayday.org

If to Seller:

Town of Elizabeth
Attn:
P.O. Box 159
Elizabeth, Colorado 80107-0159
Telephone: (303) 646-4166

With a copy to:

Corey Y. Hoffmann, Esq.
Hayes, Phillips, Hoffmann & Carberry, P.C.
1530 16th Street, Suite 200
Denver, Colorado 80202
Telephone: (303) 825-6444

11.10 Governing Law. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado, without giving regard to conflicts of laws principles.

11.11 Counterparts. This Agreement shall not be effective unless and until it is signed by Seller and a signed copy returned to Buyer. This Agreement may be executed in counterparts, each of which taken together shall be deemed one instrument.

11.12 Entire Agreement. This Agreement constitutes the entire understanding, contract, and agreement between the parties as to the subject matters herein set forth, and this Agreement supersedes all prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the parties except as specifically expressed in writing, making reference to this Agreement and signed by all of the parties hereto agreeing to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to Buy and Sell Real Estate the date and year first above written.

SELLER: TOWN OF ELIZABETH

By:


H. Clay Hurst, Mayor

ATTEST:


Judy Trent, Town Clerk



BUYER: AMERICAN LEGION POST 82

By:


Kathi Bartik, Post Commander

ATTEST:


Greg Sukamp, Post Adjutant

Town of Elizabeth

P.O. Box 159, 151 S. Banner St.
Elizabeth, Colorado 80107



Phone: (303) 646-4166
Fax: (303) 646-9434
<http://www.townofelizabeth.org>

Board of Trustees – Record of Proceedings
August 26, 2014

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, August 26, 2014 at 7:01 PM by Mayor H. Clay Hurst.

ROLL CALL

Present were: Mayor H. Clay Hurst, Trustees Diana Robins, June Jurczewsky, Steve Gaitner, Rachel White, Richard Kuna and Ken Peter. Student Liaison Matt Rutkowski was present. There was a quorum present to conduct business.

Also present were: Town Administrator Dick Eason, Acting Police Chief Eric Stremel, Town Attorney Corey Hoffmann, Community Development Director Rachel Hodgson and Town Clerk Judy A. Trent.

PLEDGE OF ALLEGIANCE

Mayor Hurst led the audience in the pledge of allegiance.

UNSCHEDULED PUBLIC COMMENT:

Bob Ware, 2681 Gold Creek Drive, questioned the sale of bulk water to Agave Oil and Gas.

Susette Frausto, 678 S. Pearl Street, thanked everyone for the flowers, cards, e-mails and calls during her recent hospital stay.

AGENDA CHANGES:

Administrator Eason informed the Board that he had provided hard copies of the correspondence items inadvertently left out of the Board packet.

Eason asked to strike Agenda item 8b, Elizabeth Auto Parking Lot Repair, per the owner's request.

Eason requested adding Agave Oil & Gas Bulk Water Request in the vacated Agenda item 8b.

There were no objections from the Board.

*Board of Trustees – Record of Proceedings
August 26, 2014*

CONSENT AGENDA:

- a. Approval of the Minutes for August 12, 2014
- b. Approval of Bills – Disbursements
- c. Approval of Liquor license Renewal for Safeway

MOTION: Trustee Robins moved to approve the Consent Agenda items. Trustee White seconded the Motion.

COMMENTS: Trustee Peter asked for clarification on the disbursement to I & C Design, LLC.

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

Mayor Hurst closed the regular meeting of the Board of Trustees and opened the Public Hearing at 7:11 PM

PUBLIC HEARING:

Request for Use by Special Review for the American Legion property located at 228 S. Main Street.

The American Legion is requesting Use by Special Review for the property at 228 S. Banner Street. They have done wonders with revitalizing the building and would like to open as a recreation center for the residents of the Town of Elizabeth and surrounding areas. The proposed use meets the criteria as required in EMC 16-9-20 along with the time stipulation required in EMC 16-9-30.

Public Comment:

Jeff Lehman, 218 S. Banner Street, commented on the progress in refurbishing the property and his delight for the intended use.

Mayor Hurst noted the benefits and support the Legion has offered the community through the years.

There were no further comments.

Mayor Hurst closed the Public Hearing and reopened the regular meeting of the Board of Trustees at 7:16 PM.

NEW BUSINESS:

a. Use by Special Review – American Legion

The American Legion acquired the property at 228 S. Banner Street on August 7th, 2013. Zoning for the property is R-1 which allows for Use by Special Review of Recreation Centers-Nonprofit Neighborhood. Notification procedures have been completed as required and are as follows:

- 1) Notice was published in Ranchland News on July 17th, 2014,
- 2) Property owners within 500 feet were notified by certified mail on July 14th, 2014 and
- 3) Property was posted on July 16th, 2014.

Board of Trustees – Record of Proceedings
August 26, 2014

MOTION: Trustee Robins moved to approve the Use by Special Review for American Legion with specific conditions being; 1) approval for a 10 year period beginning retroactively to August 7th 2013, the date of the Special Warranty Deed and 2) a formal written agreement between applicant and Elizabeth Presbyterian Church for a proposed shared parking arrangement. Trustee Peter seconded the Motion. The vote of those Trustees present was unanimously in favor. The Motion Carried.

b. Request from Agave Oil and Gas, LLC to Purchase Bulk Water from the Town of Elizabeth for Drilling Projects

Per an e-mail received by Administrator Eason, Agave Oil and Gas LLC has requested to purchase bulk water from the Town of Elizabeth for its drilling operations in Elbert County. Agave is requesting 200,000 gallons of water per well for (2) wells at this time.

There was very little information provided for this request and there was not a representative present from Agave to answer questions.

MOTION: Mayor Hurst moved to deny the request for the purchase of bulk water based on the need for additional information. Trustee Jurczewsky seconded the Motion. The vote of those Trustees present was unanimously in favor. The Motion Carried.

c. Ordinance 14-08, Fines in Lieu of Liquor License Suspension

The State of Colorado recently adopted Senate Bill 14-054 making changes to Colorado Revised Statutes (CRS) dealing with Liquor License Suspensions. Our Town Attorney has provided Ordinance 14-08 to amend the Town of Elizabeth Municipal Code to incorporate the changes to CRS.

MOTION: Trustee Peter moved to approve Ordinance 14-08 concerning the imposition of fines in lieu of suspension of Liquor Licenses. Trustee Kuna seconded the Motion.

AYES: Gaither, Hurst, Robins, White, Peter, Kuna and Rutkowski (advisory vote)

NAYS: Jurczewsky

The Motion passed on a vote of 6 for and 1 against.

d. Letter of Intent to Participate in Multi-Jurisdictional Hazard Mitigation Planning

The Town previously participated in a Multi-Jurisdictional Planning effort that resulted in the adoption of Resolution 09R16 creating a Hazard Mitigation Plan in November 2009. Although this is an Elbert County plan, our participation will cover the Town of Elizabeth and eliminate the need to create a Town plan to meet FEMA requirements. The joint effort will be to review and update, if needed, the 2009 plan.

MOTION: Trustee Robins moved to approve sending a letter of intent to participate in Multi-Jurisdictional Hazard Mitigation Planning with Elbert County. Trustee White seconded the Motion.

AYES: Gaither, Hurst, Robins, White, Peter, Kuna and Rutkowski (advisory vote)

NAYS: Jurczewsky

The Motion passed on a vote of 6 for and 1 against.

*Board of Trustees – Record of Proceedings
August 26, 2014*

e. Discussion Establishing the Agenda for the September 6th Board of Trustees Retreat

Administrator Eason informed the Board that a tentative schedule for the Board of Trustee Retreat is to begin at 9:00 AM with a tour of Town-owned properties from 9:00 to 10:00 AM and return to Town Hall for a discussion and work session lasting approximately 3 to 4 hours. Eason requested input on topics for discussion.

Board members suggested discussions on economic visionary goals, trail systems, Main Street, roles and responsibilities and protocols.

Eason stated that he will prepare an Agenda for the retreat based on those suggestions.

BRIEF RECESS

Mayor Hurst recessed the meeting at 8:17 PM. The meeting was called back to order at 8:30 PM.

STAFF REPORTS:

Administrator – Town Administrator Eason presented his written report and responded to questions from the Board.

Police Dept – Acting Police Chief Stremel presented his written report and statistics and responded to questions and comments from the Board.

BOARD REPORTS:

Comments from the Board included the DOLA Main Street Program, highway signs to advertise Town Parks and input on the Elizabeth Auto parking lot repair.

MEETING MINUTES:

ADJOURNMENT:

Trustee White moved to adjourn the regular meeting at 9:01 PM. Trustee Kuna seconded the Motion. There were no objections. The meeting was adjourned.

FOR Deanna I. Robins - MAYOR
Mayor H. Clay Hurst PRO
TEM

Judy A. Trent
Town Clerk Judy A. Trent

EXHIBIT B



REFERRAL AGENCY REVIEW FORM

Project Title:	228 S Banner Street Rezone		
Description:	A 0.15-acre parcel located on the northeast corner of Banner and Elm Street, requesting to rezone to DT, Downtown District		
Review Sent Date:	12/15/2025	Review Due by:	01/12/2026

REFERRAL AGENCY	Town of Elizabeth - Engineering
Contact Name	Martin Metsker
Contact Email and Phone Number	mmetsker@terracedesign.com 720-854-9456

COMMENTS:

1. Engineering has no comments and approves this as provided.



REFERRAL AGENCY REVIEW FORM

Project Title:	228 S Banner Street Rezone		
Description:	A 0.15-acre parcel located on the northeast corner of Banner and Elm Street, requesting to rezone to DT, Downtown District		
Review Sent Date:	12/15/2025	Review Due by:	01/12/2026

REFERRAL AGENCY	Elizabeth Public Works
Contact Name	James McErnie
Contact Email and Phone Number	jmcernie@townofelizabeth.org , 303-646-4166

COMMENTS:

Public Works has reviewed the application and request for rezone. Public Works agrees that the Rezone would align with the needs of the property as it is stated. The Downtown Zone would be the most appropriate use case for this particular property/parcel.



REFERRAL AGENCY REVIEW FORM

Project Title:	228 S Banner Street Rezone		
Description:	A 0.15-acre parcel located on the northeast corner of Banner and Elm Street, requesting to rezone to DT, Downtown District		
Review Sent Date:	12/15/2025	Review Due by:	01/12/2026

REFERRAL AGENCY	Community Development Department
Contact Name	Alexandra Cramer
Contact Email and Phone Number	acramer@townofelizabeth.org

COMMENTS:

Community Development has reviewed the rezone application for 228 S. Banner Street and supports the request to rezone the property from R-1, Single-Family Residential District to DT, Downtown District. The property is currently owned and operated by American Legion Post 82 for community gatherings and veterans' services. The original R-1 zoning is no longer appropriate given the property's established use, its location within the downtown core of Elizabeth, and the expiration of both the 10-year deed condition and the Use by Special Review that previously governed the property's use. Clubs and Lodges is a permitted use within the DT, Downtown District, making it the most suitable and appropriate zoning designation for this property. Community Development recommends approval of the rezone application.

From: [Brooks Kaufman](#)
To: [Alexandra Cramer](#)
Subject: RE: Rezoning Submittal - 228 S Banner St
Date: Monday, January 12, 2026 6:47:27 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Good morning, Alexandra,

CORE Electric Cooperative has reviewed the contents of the above-referenced referral response packet. We have evaluated the project with respect to maintaining our existing facilities, utility easements, electric loading, and service requirements. Please note the following comments and concerns:

- CORE has existing overhead electric facilities on the subject property. These utility easements and facilities will remain in place unless the applicant requests modifications in accordance with CORE's current extension policies.
- CORE Electric Cooperative **approves** the proposed rezoning from residential to commercial.
-

Please let us know if you have any questions or require additional information.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

www.core.coop



The Energy to Thrive™



 [Book time to meet with me](#)

From: Alexandra Cramer <acramer@townofelizabeth.org>

Sent: Monday, December 15, 2025 10:49 AM

Subject: Rezoning Submittal - 228 S Banner St

[CAUTION:] This email is from an external source. Avoid clicking links or opening attachments unless you trust the sender and verify the content's safety.

Hello,

We have received a submittal for a rezoning request at 228 S Banner St (American Legion building). They are requesting to be rezoned from R-1, Single-Family Residential District to the DT, Downtown District to better align with the current and future use of the building. See below for a link to their submittal. Please have comments back to me by Monday, January 12th. If there are any questions, please let me know.

<https://www.dropbox.com/scl/fo/b83wncq314vzlfme6k9oz/AEzzCLMG4saCcl-6w6tNHA4?rlkey=8bt215ewx8fnwck0eann91wbl&st=r9lzhg3e&dl=0>

Thank you,

Alexandra Cramer, AICP

Planner / Project Manager

Elizabeth, CO. 80107

Phone: 303-646-4166 ext. 503

acramer@townofelizabeth.org





REFERRAL AGENCY REVIEW FORM

Project Title:	228 S Banner Street Rezone		
Description:	A 0.15-acre parcel located on the northeast corner of Banner and Elm Street, requesting to rezone to DT, Downtown District		
Review Sent Date:	12/15/2025	Review Due by:	01/12/2026

REFERRAL AGENCY	Elizabeth Fire Protection District		
Contact Name	Kara Gerczynski		
Contact Email and Phone Number	kara@elizabethfire.org	303-800-2748	

COMMENTS:

Fire has no comments on the rezone at this moment. Any changes in occupancy classification or building structure will require a building permit and plans submitted to the Fire District for review.

From: [Justin Henry](#)
To: [Alexandra Cramer](#)
Cc: [Dianna Hiatt](#)
Subject: Fw: Rezoning Submittal - 228 S Banner St
Date: Monday, December 15, 2025 11:25:28 AM
Attachments: [image001.png](#)
[ATT00001.htm](#)
[228 S Banner Street Rezone - Referral Review Form.doc](#)
[ATT00002.htm](#)

Alexandra,

The School district supports the rezoning without any items of concern to be addressed.

Justin.

Please update your distribution list to include me on all property lists and development items. Thank you.

From: Dan Snowberger <dsnowberger@esdk12.org>
Sent: Monday, December 15, 2025 11:17 AM
To: Justin Henry <jhenry@esdk12.org>
Subject: Fwd: Rezoning Submittal - 228 S Banner St

Did you get this?

Dan Snowberger
Superintendent
Elizabeth School District
(303) 646-1838
Email: DSnowberger@esdk12.org

Sent from my iPad

Begin forwarded message:

From: Alexandra Cramer <acramer@townofelizabeth.org>
Date: December 15, 2025 at 10:48:49 AM MST
Subject: Rezoning Submittal - 228 S Banner St

Hello,

We have received a submittal for a rezoning request at 228 S Banner St (American Legion building). They are requesting to be rezoned from R-1, Single-Family Residential District to the DT, Downtown District to better align with the current and future use of the building. See below for a link to their submittal. Please have comments back to me by Monday, January 12th. If there are any questions, please let me know.

<https://www.dropbox.com/scl/fo/b83wncq314vzlfme6k9oz/AEzzCLMG4saCcl-6w6tNHA4?rlkey=8bt215ewx8fnwck0eann91wbl&st=r9lzhg3e&dl=0>

Thank you,

Alexandra Cramer, AICP

Planner / Project Manager

Elizabeth, CO. 80107

Phone: 303-646-4166 ext. 503

acramer@townofelizabeth.org

From: [Jeffery Engel](#)
To: [Alexandra Cramer](#)
Subject: Re: Rezoning Submittal - 228 S Banner St
Date: Monday, December 15, 2025 7:22:51 PM
Attachments: [image001.png](#)

PD has no issues.

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Monday, December 15, 2025 10:48 AM
Subject: Rezoning Submittal - 228 S Banner St

Hello,

We have received a submittal for a rezoning request at 228 S Banner St (American Legion building). They are requesting to be rezoned from R-1, Single-Family Residential District to the DT, Downtown District to better align with the current and future use of the building. See below for a link to their submittal. Please have comments back to me by Monday, January 12th. If there are any questions, please let me know.

<https://www.dropbox.com/scl/fo/b83wncq314vzlfme6k9oz/AEzzCLMG4saCcl-6w6tNHA4?rlkey=8bt215ewx8fnwck0eann91wbl&st=r9lzhg3e&dl=0>

Thank you,

Alexandra Cramer, AICP

Planner / Project Manager
Elizabeth, CO. 80107
Phone: 303-646-4166 ext. 503
acramer@townofelizabeth.org



EXHIBIT C



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a rezoning application from R-1 to DT for the project known as American Legion Post 82 located at 228 S Banner Street on property described in Exhibit A and generally located at S Banner Street and E Elm Street pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on May 5, 2026, at 6:30 p.m. and Board of Trustees on May 26, 2026 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND

EXHIBIT A (legal description)

A rezoning of 228 S Banner Street, Lot 16, Block 5, Elizabeth Original situated in Section 18, Township 8 South, Range 64 West of 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado



TOWN OF ELIZABETH

Sent via USPS Mail April 8, 2026

The Town of Elizabeth Community Development Department has received a land use application from American Legion Post 82 requesting a rezone of the property located at 228 S. Banner Street. The applicant is requesting to rezone the property from R-1, Single-Family Residential District to DT, Downtown District.

The 0.15-acre property is located at the northeast corner of Banner Street and Elm Street and is currently owned and operated by American Legion Post 82 for community gatherings and veterans' services. No new construction or change in use is being proposed at this time. The rezone request is intended solely to correct the zoning designation to reflect the property's existing use and its location within the downtown area of Elizabeth.

If you have any questions or comments regarding this application, please contact the Community Development Department at (303) 646-4166 or by mail at P.O. Box 159, Elizabeth, Colorado 80107.



N CHAMPA ST

E GRANT ST

N BANNER ST

N GARLAND ST

R107932

R107933

E KIOWA AVE

R108554

R108549

R108546
R108544 R108548

R108547

R108541

R108542

R108543

R108539 R108540

R108578

R108560

R108553

R118191

R114912 R114911
R114913

R108550

R108547

E BROADWAY ST

R108576

R108561

R108566

R108565

R108570

R108574

R108577

MULTIPLE

R108563

R108562

R108567

R108569

R108571

R108572

R108575

R108573

R108564

S PINE ST

E ELM ST

R108579

R108580

R113086

R108592

R116685

R108583

R108586

R108588

R108579

R108580

R125890

R125874

R108595

R108594

R108593

R108585

R108589

R108587

R125875

R108597

E POPLAR ST

S BANNER ST

S MAIN ST

R108601

R108603

R108602

R108608

R108607

R108613

R108612

R108611

R108604

R108605

R108609

R108610

SPRUCE ST

E CHESTNUT ST

E CHESTNUT ST

DALECT

E WALNUT ST

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

I, Nikki Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published in the counties of Lincoln, Elbert, & El Paso, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Lincoln, Elbert & El Paso for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for ONE successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

March 19, 2026

and the last publication of said notice was in the issue of said newspaper dated;

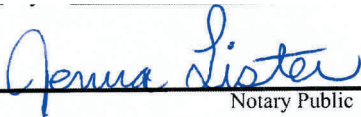
March 19, 2026

and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.

 Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

19 day of March, 2026


Notary Public

February 20, 2028
(My Notary Public Commission Expiration Date)



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