

**REGULAR MEETING  
PONCHA SPRINGS BOARD OF TRUSTEES  
330 BURNETT AVE., PONCHA SPRINGS, CO**

**MONDAY, APRIL 22, 2013 - 6:30 p.m.**

The meeting was called to order at 6:30 p.m. by Mayor Furton, who asked for a roll call. Those present:

Mayor:	Richard Furton
Mayor Pro-tem:	Ben Scanga
Trustees Present:	Aaron Kroschel, Galen Angelo, Ron Slaughter, Darryl Wilson, Rebecca Massey
Town Attorney:	Brad Redmiles
Town Administrator:	Jerry L'Estrange
Public Works Director:	Greg Smith - Absent
Clerk/Treasurer:	Diana Heeney
Town Planner:	Dee Miller - Absent
Visitors:	Don Dill, Jake Hadley, Frank Holman

**ADDITIONS, DELETIONS, OR CORRECTIONS TO AGENDA:**

Staff stated Pay March bills needed to be added to the agenda.

**APPROVAL OF MINUTES:**

Attorney Redmiles stated the April 16<sup>th</sup> Special Meeting minutes needed to include his statement: the applicant has thirty days to appeal to District Court after a decision is made on the 1113 Little River Lane variance request.

**MOTION: Trustee Slaughter made a motion to approve April 8, 2013 Board meeting minutes; seconded by Trustee Wilson. Motion carried unanimously.**

**MOTION: Trustee Wilson made a motion to approve April 16, 2013 Special meeting minutes as corrected; seconded by Trustee Slaughter. Motion carried unanimously.**

**FINANCE:**

April 22, 2013 meeting

Pay March bills

**MOTION: Trustee Wilson made a motion to pay March bills; seconded by Trustee Massey. Motion carried unanimously.**

**NEW BUSINESS:**

**Rendering a Decision on Board of Adjustment – 1113 Little River Lane**

Administrator L'Estrange stated it appears that the Board has three options there, vote to approve, vote to disapprove or vote to approve with conditions. If you vote for approval you (Board) will have to decide if you want it to be in perpetuity or if you want it to be with the present owner. He went on to say materials were provided at tonight's meeting, referring to the second two pages that seem to be more applicable to a variance. He stated the Board would need to go through the punch list to make a decision. Mayor Furton stated they (Board) would have Attorney Redmiles read the criteria. Attorney Redmiles stated he would go through the Review Criteria from the Land Use Code. Mayor Furton asked for legal interpretation

from Attorney Redmiles as they move through the Review Criteria. Attorney Redmiles asked if Trustees Slaughter and Massey had reviewed the April 16, 2013 Special meeting minutes. They stated they had. Attorney Redmiles stated everybody could vote with the exception of Trustee Kroschel who is recusing himself due to a conflict of interest. Redmiles stated there are four findings and some other rulings to make from the town's Land Use Code.

April 22, 2013

1113 Little River Lane

Hadley, Jacob & Kari

Board of Appeals

Board of Appeals voting: Mayor Furton, Mayor Pro-tem Scanga, Trustees Angelo, Slaughter, Wilson, Massey; Trustee Kroschel recused himself due to a conflict of interest.

### Land Use Code

#### **6.3.4 REVIEW CRITERIA**

Before any variance may be granted, it shall be shown:

(a) That there are exceptional or extraordinary circumstances or conditions applicable to the property.

*Mayor Pro-tem Scanga asked as in how. Attorney Redmiles stated as the first criteria of the exceptional or extraordinary circumstances or conditions in that the foundation was already buried before the waterproofing was applied. Mayor Pro-tem Scanga stated it is not necessary to find all of these to approve the variance or not. Attorney Redmiles stated he does not think so it is just a more formal process than the usual process.*

*Attorney Redmiles called for a show of hands for "yes"*

Vote: Yes 6 - Mayor Furton, Mayor Pro-tem Scanga, Trustees Angelo, Slaughter, Wilson, Massey  
No 0

*Trustee Massey asked the Attorney to clarify as they moved through the findings to ensure the understanding of the findings. Attorney Redmiles stated the variance that Mr. Hadley is asking for is to "not" have to put the waterproofing on the outside of the foundation.*

(b) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone and denied to the property or improvement in the vicinity.

*Trustee Wilson stated there probably needs to be a reason stated, it is not a yes/no question. Attorney Redmiles – it is a yes/no question. Mayor Furton - was there a similar condition in the area, is that what it is asking. Attorney Redmiles stated it is asking if such variance "is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone and denied to the property or improvement in the vicinity" - so denied to Mr. Hadley but necessary for someone else. Mayor Furton – so the house up the street was given that variance but denied to Mr. Hadley. Attorney Redmiles – that is what they are asking. Mayor Furton – that has not happened, not to our knowledge.*

*Attorney Redmiles – called for yes votes*

Vote: Yes 0

*Mayor Pro-tem Scanga – it is not applicable, you only have to have one of those to grant a variance.  
Trustee Slaughter – except for down a couple is “self-imposed hardships” and that trumps it I think.  
Attorney Redmiles – I think this one is a no.  
Attorney Redmiles called for no votes*

No 6 - Mayor Furton, Mayor Pro-tem Scanga, Trustees Angelo, Slaughter, Wilson, Massey

- (c) That the health, safety and welfare of the community will be secured and that substantial justice will be done, not only to the applicant, but to the persons other than the applicant which might be affected by such variance.

*Attorney Redmiles – you can talk about that, I don’t know that anyone else is affected by the variance unless you consider Trustee Wilson’s point that if you give it to one you are in a little harder position to deny it to another. Trustee Wilson – well correct, but from the soils testing’s that were done is the next property going to have the same results, you are going to have to look at that. Mayor Furton – you will not know that until it happens. Trustee Wilson – exactly. Trustee Massey – you would just have to treat it as this one. Mayor Furton – it is a singular thing. Trustee Massey – yes, it is a singular thing. Mayor Furton – did everyone get that.*

*Attorney Redmiles called for yes/no vote.  
Attorney Redmiles – is that five yes?*

*Trustee Slaughter –it says “that the health, safety and welfare of the community will be secured and that substantial justice will be done, not only to the applicant, but to the persons other than the applicant which might be affected by such variance” - I do not see that. Mayor Furton – it will be done or it won’t be done, it won’t be done. Trustee Slaughter – it says it will be secured, not only to the applicant but to other persons. Mayor Furton – what would cause the health and safety of others. Trustee Slaughter - exactly, so that is a no. Trustee Massey – we are saying it is not going to affect the health, safety and welfare of others. Mayor Furton – we are saying it won’t affect anyone else. Trustee Slaughter – so it is a no. Trustee Massey – so it is a yes. Attorney Redmiles – it would be a no. Mayor Furton – if we agree with that statement. Attorney Redmiles – if you agree with that statement it is a yes. Trustee Massey – that it is not going to affect anybody else. Trustee Slaughter – the statement says it will affect other people. Attorney Redmiles – I did not write the code. Mayor Pro-tem Scanga read the last part. Attorney Redmiles – it says that the health, safety and welfare of the community will be secured and that substantial justice will be done, not only to the applicant, but to the persons other than the applicant which might be affected by such variance. Mayor Pro-tem Scanga – the last part makes it a yes. Mayor Furton – you have to agree with that. Trustee Wilson – or you don’t. Trustee Massey – basically you are saying that it is not going to affect anybody else, or harm anybody else and we are agreeing that we agree with that or we are agreeing that you don’t agree with that. Mayor Furton – correct. Mayor Pro-tem Scanga – you can say no if you want. Trustee Slaughter – it says to me that if somebody else doesn’t water proof his basement that this would act as a.....Mayor Furton – it says to me that if he doesn’t water proof his basement that it is going to affect me, is it going to affect me that my basement is going to leak if his does. Attorney Redmiles – right. Trustee Slaughter – ok, the language is a little bit weird. Mayor Furton – yes, the whole code is a little bit confusing. Attorney Redmiles – alright, from what I understand you are saying it does not affect anybody else and it does do justice to Mr. Hadley, is that right. Mayor Furton – yes, in my opinion. Attorney Redmiles – ok, let’s move on. Trustee Slaughter – (it is saying) the variance does do justice to him.*

Vote: Yes 5 – Mayor Furton, Mayor Pro-tem Scanga, Trustees Angelo, Wilson, Massey  
No 1 - Trustee Slaughter

*Attorney Redmiles – now you have to determine if this self-imposed hardship.*

- (d) Self-imposed hardships shall not be considered as a justification for the granting of any variances.

*Attorney Redmiles – the essence is this self-imposed hardship yes or no.*

Vote: Yes 6 - Mayor Furton, Mayor Pro-tem Scanga, Trustees Angelo, Slaughter, Wilson, Massey  
No 0

*Attorney Redmiles – now you have to decide if you are going to grant a variance, (d) would seem to shut the door because the code says “self-imposed hardships shall not be considered as justification for granting a variance”. Shall means there is no wiggle room. Mayor Pro-tem Scanga – so you can still give him a variance though. Attorney Redmiles – shall not. Mayor Pro-tem Scanga –that is the way I read it(you can grant the variance). Trustee Wilson – if that is the only reason you can’t grant a variance, we have one in three, well actually two in three. Attorney Redmiles – it says shall not, if it is self-imposed you can’t do it. Trustee Wilson – why didn’t they put that first? Attorney Redmiles – like I said, I did not write the code. Trustee Massey – can we go back and take another vote on the self-imposed. Mayor Pro-tem – you do not have to agree with all of those to give a variance, that is the way I read it. Attorney Redmiles – it says shall. Mayor Furton – shall is a mandatory term. Attorney Redmiles – it is as clear as day. Trustee Massey – that is ridiculous. Trustee Wilson – it says right here, if you go back, it says in the Review Criteria you can check off self-imposed, you can just check that off as not being considered for justification in granting this variance. You can just say we are considering the rest of the findings. Attorney Redmiles – you have to consider it. Trustee Wilson – that is not the way I read it. Attorney Redmiles – the Review Criteria states “Before any variance may be granted, it shall be shown:” with items a, b, c, d, and e listed. Trustees Wilson and Massey - that is not the way we read it. Trustee Massey – I think if that is the hang up you as the Attorney should advise us to cross that out. Attorney Redmiles – no you cannot do that. Trustee Massey – if we vote on that, you are saying it does not matter if we vote or not. Attorney Redmiles – if you find that it is a self-imposed hardship,.....the plain reading of the code without trying to weasel it, it is very clear, you have to consider that criteria, and if you find it is a self-imposed hardship you cannot grant the variance. Mayor Furton – maybe we didn’t have enough discussion on that. Trustee Wilson - with the next step (e) it says “variances may be granted upon such conditions and limitations and for such period of time as the Board shall deem to be reasonable and necessary or advisable under the circumstances so that the objective of this ordinance shall be achieved”. Attorney Redmiles – you have to consider it (d), it is very clear. Trustee Wilson – I am sorry I do not read it that way. Attorney Redmiles – you are not setting in your legislative capacity, you are setting as a Board of Review, which is more of a judicial capacity, you have to follow your code. Trustee Wilson – and I believe I am. Attorney Redmiles – you are not. Trustee Wilson – that is just an opinion, I’m just saying. Trustee Massey – shall we vote on it. Attorney Redmiles – vote on the variance, sure. Administrator L’Estrange – you are going to have to produce a written record signed by the Mayor, the decision will be recorded as a written record for the property file. Mayor Pro-tem Scanga – I don’t think that is the way it reads. Attorney Redmiles – I think you don’t want it to read that way, but it does. Trustee Wilson – we could say the way to you Brad.*

*Mayor Furton – then you vote to approve this you will need to consider:*

6.3.5 In granting any variance, the Board shall specifically determine:

- (a) whether the variance is granted in perpetuity or for a stated limited duration; and
- (b) whether the variance shall run with the land or shall be terminated upon sale of the land by the applicant.

*Trustee Massey – will we be able to discuss that after we vote on the variance. Attorney Redmiles – yes. Mayor Pro-tem asked if we need a motion on the variance. Attorney Redmiles – you will vote yes/no on the granting of the variance, you are the Board of Adjustments.*

Mayor Furton called for a vote:

All in favor of granting the variance:

Yes 4 – Mayor Furton, Mayor Pro-tem Scanga, Trustees Wilson and Massey

Those against granting the variance:

No 2 - Trustees Slaughter and Angelo

Attorney Redmiles stated statute calls for four out of five, with the Town having six voting it needs to be five out of six.

The variance was denied.

Attorney Redmiles informed Mr. Jacob Hadley, 1113 Little River Lane, he has thirty days to appeal to the District Court if he so chooses.

- (e) Variances may be granted upon such conditions and limitations and for such period of time as the Board shall deem to be reasonable and necessary or advisable under the circumstances so that the objective of this ordinance shall be achieved.

6.3.5 In granting any variance, the Board shall specifically determine:

- (a) whether the variance is granted in perpetuity or for a stated limited duration; and
- (b) whether the variance shall run with the land or shall be terminated upon sale of the land by the applicant.

Trustee Slaughter asked if the Board was going to discuss the IGA with the Building Department so we don't have to do this again. Administrator L'Estrange stated this discussion could happen later in the meeting, noting there is 6-7 minutes before the public hearing, asking if he should run through a couple of his report items. The Board agreed.

**ADMINISTRATOR'S REPORT:**

**P & Z Resignation – Ken MacNicol**

Administrator L'Estrange reported:

*Ken MacNicol submitted his resignation from the Planning Commission. He noted the alternate does not want to move up so there is an opening. He asked if the Board wanted to advertise for the opening.*

*L'Estrange stated it is customary for the Mayor to appoint Commissioners, asking how the Board would like to handle the opening.*

Mayor Furton asked is Board members wanted to ask around to see if anyone has interest in serving on the Planning Commission. Attorney Redmiles asked if the alternates should be the ones to serve as commissioner. Mayor Furton stated the alternates do not want to step up to full time commission. He stated there might be other alternatives if no one has interest in serving, possibly the Board could have one Board meeting a month and one Planning Commission meeting a month. Administrator L'Estrange stated the town is in the middle of a lot of crucial aspects of your code update. Mayor Furton stated it all has to come to the Board anyway and if the P&Z Commission is not interested and they are just kind of wandering around, why, what is the use. L'Estrange stated he would not make that generalization. We

have gotten a lot accomplished in the last two years. He stated it is the Board's choice. Trustee Wilson suggested putting the word out and see what happens by the next Board meeting. Mayor Furton agreed, stating the Board can give it some thought and see what the best solution might be. Trustee Wilson asked who resigned. Administrator L'Estrange stated Ken MacNicol, complimenting him for serving on the Planning Commission and bringing a variety of ideas forward. He went on to say MacNicol was very attentive while serving on the commission.

### **Update on Fairgrounds Master Plan**

Administrator L'Estrange reported:

*On 4/16/13 I attended a Public Master Plan Input Meeting regarding the Fairgrounds. There were 17 people in attendance and we worked through an agenda to get some ideas for a more active use of the Fairgrounds facilities. Ideas were far reaching from redoing everything to leave us the heck alone. Consultant Axel Bishop led the group through a variety of examples from other venues around the state to give us ideas on what we could do/become. The biggest drawback from moving in any direction was funding. We will keep attending these meetings to give Poncha's input to the process. L'Estrange stated the Roller Derby representative brought forward a lot of good ideas and enthusiasm.*

### **Annual Cleanup Day, Yard Sale, Arbor Day – Saturday, May 18, 2013**

Administrator L'Estrange reported:

Plans are in place and things should go as usual.

### **PUBLIC HEARING:**

#### **Ordinance #2013-3, Amending Land use Code, Section 2.8, Nonconforming Uses and Structures**

Mayor Furton adjourned the Board meeting and opened the Public Hearing at 7:00 p.m.

*Don Dill, Poncha Mini Storage - I think the current Land Use Code language is contradictory. It contradicts it's self in the same sentence. I think Joe DeLuca, Crabtree Group, has sought to clarify this language. Basically several people's case they have gone through a long arduous Special Review Process, myself particularly for the mini storage property. Dill referred to the review criteria for perpetuity, noting his special use was granted for perpetuity but was challenged later on regarding the language "Model A and/or Model B." This was brought up years after it was approved. The long and short of it is I do not think anyone, if I sell it to someone else, wants to go through a Special Review Process when the use exists on the property already, I think the Special Review Process is down the road in my opinion, not at this point, maybe down the road when the property owner wants to change the existing use. I do not think grandfathered properties I don't think should have to go through a Special Review Process either because the use exists on the property now, I think that is what Joe DeLuca saw, correct me if I am getting out of line, that a property that is grandfathered should not have to go through the Special Review Process, and I think this is in the process of being corrected with the language that is proposed. Also what is a lender going to say to a potential buyer, and also the property owner has had this use for ten years and now it has to be a Special Review Use if it sells because someone wants the use to go away or wants it to be something else. In talking to my particular broker in nine out of ten showings potential buyers do not want to look at the property if it has to go through the Special Review Process. I think there are all kinds of problems with it(current Language). I think that what Joe has endeavored to do is not have the discussion that was had with the variance, he wants to put it in black and white and have something people can rely on in the future.*

*Administrator L'Estrange – while we here would like to give Mr. DeLuca all the credit he deserves he did this in conjunction will staff input.*

*Don Dill – I don't disagree with that, I didn't know who worked on the language change.*

Mayor Furton – have you read the proposed change?

Don Dill – no.

Trustee Wilson – it covers that with “The allowed continuance of these non-conformances is transferable with the sale or conveyance of the property to the new owner with the same limitations above. If a valid special use permit is in force for the property it is also transferable with the sale or conveyance.”

Which means you can't keep putting in pre 1974 mobile homes, if they are removed they have to be replaced with current HUD and IBC's. The current use you have now is transferred to the new owner, they do not have to go through a Special Review Process.

Don Dill – yes, I agree with the new language, when I heard about it, it seems all my issues were resolved.

Mayor Furton – yes, I think your concerns have been addressed.

With no more public comments Mayor Furton closed the Public Hearing at 7:06 p.m.

### **Ordinance #2013-3, Amending Land use Code, Section 2.8, Nonconforming Uses and Structures**

Administrator L'Estrange – with this language we tried to correct the issues that were at hand and we struck out some more archaic language about the pre 1974 mobile homes and replaced it with “The replacement of any mobile or manufactured home in a non-conforming use shall be with a HUD approved mobile home or an IBC approved modular home.” And further down “(c)No additional or new structures not conforming to the requirements of this Code shall be erected in connection with such nonconforming use of land. Without a special review approval for the continuation of the use.”

Attorney Redmiles – I think on “c” it might be wise to put in “Without a special review approval for the continuation of the use.” That is also at the end of (a). Because I can imagine a situation where someone has a shed or something a little too close to the line and they want to put in a little green house or something, this allows for someone to get a Special Review Use on a structure.

(a) No such nonconforming use shall be enlarged or increased, nor extended to occupy greater area of land than was occupied at the effective date of adoption or amendment of this Code: Without a special review approval for the continuation of the use.

(c) No additional or new structures not conforming to the requirements of this Code shall be erected in connection with such nonconforming use of land. Without a special review approval for the continuation of the use.

Administrator L'Estrange – under Repairs and Maintenance under 2.8.4 (a) changes were made.

#### 2.8.4 REPAIRS AND MAINTENANCE

(a) On any nonconforming structure or portion of a structure containing a nonconforming use, work may be done in a period of twelve (12) consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring, or plumbing to an extent not exceeding ~~ten fifty (50) to~~ percent of the current replacement cost of the nonconforming structure. ~~as the case may be, provided that the cubic content existing when it became nonconforming shall not be increased.~~ The repairs shall not increase the land area of the non-conforming structure or the volume of the structure.

Trustee Massey asked for clarification on:

The repairs shall not increase the land area of the non-conforming structure or the volume of the structure.

Administrator L'Estrange – you cannot come in and build twice the size of the nonconforming damaged structure. You have to keep it the same size.

Trustee Massey asked why. Trustee Wilson stated because it is already a nonconforming use.

Administrator L'Estrange stated if it is an existing nonconforming use at some time in the future you(the town) want to abate it. Example if 50% of any nonconforming structure is damaged, it can be repaired to the original size, but cannot increase in size because that would increase the nonconforming use, which is not allowed.

Administrator L'Estrange – (b) is one I have a little bit of a problem with personally, the suggested language “through an official condemnation”.

(b) If a nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unsafe or unlawful by reason of physical condition *through an official condemnation*, it shall not thereafter be restored, repaired, or rebuilt except in conformity with regulations of the district in which it is located.

L'Estrange – say if a nonconforming use structure falls into disrepair you(the town) wants to abate it typically the town can ask the property owner to remove it and if the property owner does not remove it the town can go in and remove it and charge the property owner. This language says you have to go through the condemnation process which is a little bit more than I have seen.

### **Ordinance #2013-3, Amending Land use Code, Section 2.8, Nonconforming Uses and Structures**

**MOTION: Trustee Wilson made a motion to Ordinance #2013-3, Amending Land Use Code, Section 2.8, Nonconforming Uses and Structures, as amended by Attorney Redmiles; seconded by Trustee Slaughter. Motion carried unanimously.**

### **ADMINISTRATOR'S REPORT:**

#### **CR 120 Trail – RAMP Funding Possibility**

##### **Memo From G Smith, PW Director**

On Thursday, I met with CDOT staff for region 5 regarding a grant program called RAMP, which is a onetime funding source for projects throughout the state. The purpose of the discussion was to see if funding was available for the intersection portion of the CR 120 trail project at the 285/50 north intersection. As you may recall, the intersection portion was projected to cost \$305,000 with a contingency of possibly another \$100,000 to complete. Regardless of how the remainder of the trail is addressed, this portion was to be left until last because of lack of funding. The board instructed me to pursue other options for this portion if possible.

RAMP funding is designed for projects that are “shovel ready” if possible and for projects that are on state highways. The CDOT staff encouraged us to apply for the funding and were very supportive. They would like us to consider including the realignment of the intersection as part of the project since that has been a goal for the intersection for many years, the ROW already is in place and they felt the added expense could be a maintenance category cost within the RAMP grant with no additional funding required by the Town. Match for this type of funding does not necessarily require a cash match, so we can use costs and engineering from the trail efforts to use for match. CDOT staff assured me that they would work with me to make the funding fit our resources.

The process begins with an initial application due May 1st which will be screened by CDOT headquarters and if they feel the project is appropriate, they will request a full application due in July. I have spoken with SGM and they are willing to help me with the initial application and have their costs billed to the initial design contract we already have in place through the trail grant.

I apologize that I cannot be here for the trustee meeting to discuss in person. I feel that the options for completing the intersection portion are very limited and the opportunity for help is not going to be available over the near future except through this program. We will still have the option to not accept the grant if approved, should we find another option or feel it is not in our best interest. I would recommend that we pursue this option and see where it goes.

Administrator L'Estrange referred to PW Director Smith's memo regarding the possibility of RAMP funding through CDOT for the CR 120 Trail crossing at Hwy 285/50 intersection by the Welcome Center. He stated the cost for the trail crossing at this intersection was approximately \$400,000, therefore the



RAMP funding might be a fit to go along with CDOT's plan to realign the intersection. He went on to say a preliminary application is due by May 1, 2013. Board consensus was to apply for the RAMP funding with the understanding the Town will have in-kind as the match and not a cash match. County Commissioner Frank Holman spoke in favor of applying for the RAMP funding and said to let them(County) know if there is anything they can do in regards to the application. Administrator L'Estrange stated first step would be a letter of support. Holman stated they would provide the letter of support. Staff will follow up.

### **Discussion on Building Inspection Intergovernmental Agreement**

Administrator L'Estrange reported:

*Our last recorded agreement with the County for Building Inspection services was dated March 29, 2007. It specifically states "The County will not be responsible for appeals from the decisions of the Building Official regarding the Town's Building Code or requests for variances." Your last Board of Adjustment/Appeals may have given you the feeling that some of the technical issues of a code variance are beyond your comfort zone. I know that is what happened in Buena Vista so they updated their agreement to include a Section #2 that states The Town will designate the County Board of Review to serve as the Town's Board of Appeals. That group is composed of members knowledgeable of the building trades. I have run this idea by Attorney Redmiles and he interprets the State Statute as not allowing you to give this power over entirely to the County. I bring this to you for discussion and guidance as to how you want staff to proceed.*

Administrator L'Estrange asked Commissioner Holman if the County has trades persons serving on their Board of Appeals. Commissioner Holman stated he was not sure of the makeup of this Board. The Board agreed to have staff follow up on amending the IGA with the County to include "designating the County Board of Review to serve as the Town's Board of Appeals", if the county agrees to the change.

### **Joint Meeting, Tuesday, April 30, 2013 – 6:00 pm at Buena Vista Community Center**

Administrator L'Estrange noted the agenda for the meeting was included in the packets and to let staff know who will attend.

### **Home & Garden Show Update**

Administrator L'Estrange reported the first annual Home & Garden Show put on by the Rotarians at the Fairgrounds was a great success.

### **Update on Lot #10 Sale**

Administrator L'Estrange reported:

I realize we turned down the offer on lot #10 but I have been working with our Real Estate Agents to see if there is some way to salvage the process. We have been exploring various options and I will update you at the meeting.

L'Estrange informed the Board he had asked Salida about a sewer connection for this lot and was told they would require extending an 8" sewer main to the lot for the service. He noted this would be very costly and did not seem like a viable option. L'Estrange stated a consideration could be lot line adjustment(s) to access sewer service, but this would entail cutting Halley's Avenue. The Board discussed options at length, with costs for any changes and the outcome of the Land Use Code Update language being concerns. Trustee Kroschel stated the lots as they are was to provide a buffer between the Furton residential property and the retail park lots and stated concern with costs associated with lot line changes, and also the unknown outcome of the Land Use Code language for this zone. Mayor Furton spoke in favor of working on making the lot sale. Mayor Pro-tem Scanga spoke in favor of making the potential lot sale contingent on the outcome of the Land Use Code update language for this zone. Trustee Wilson asked for a ball park figure for lot line adjustments. Administrator L'Estrange estimated \$1,000. Trustee

Wilson stated adjusting lot lines could be a good thing. Administrator L'Estrange stated he would talk to the real estate agent to see if there is still interest and follow up on Board suggestions.

**ATTORNEY'S REPORT:**

Attorney Redmiles had nothing to report.

**PANNING & ZONING:**

New Urbanism Versus the Market Process and Land Use Code Update schedule of events handouts provided to the Board.

With no further business the Board meeting adjourned at 7:47 p.m.

Respectfully Submitted:

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Diana K. Heeney  
Clerk/Treasurer

Approved As To Form and Content:

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Richard Furton  
Mayor

Attest:

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Jerry L'Estrange  
Town Administrator