

- I. CALL TO ORDER

- II. ROLL CALL

- III. REVIEW AGENDA

- IV. CONSENT OF JANUARY 8, 2013 MINUTES

- V. NEW BUSINESS
 - a. City-Owned Land Inventory & Policy [As tasked by BOT 2/5/13]
 - b. Update on Thompson/ Archibald/ Pizel Property – Dooley
 - c. Recommendation/Direction on Creede Gifts & Gas Encroachment Agreement
 - d. FYI on RGSi – Dooley

- VI. OLD BUSINESS
 - a. Continue Rio Grande Avenue Vacation Planning

- VII. ADJOURN

POSTED 2/8/13

OPEN TO THE PUBLIC

**PLANNING & ZONING COMMISSION
CITY OF CREEDE, COLORADO – A TOWN
January 8, 2013**

REGULAR MEETING

The Planning and Zoning Commission of the City of Creede – a Town, County of Mineral, State of Colorado, met in the Creede Town Hall at the hour of 6:15 p.m. (following informational public work session). There being present at the call of the roll the following persons:

COMMISSIONERS PRESENT: Rex Shepperd, Avery Augur, Eric Grossman, Kay Wyley, Frank Freer, Lauri Jordan
COMMISSIONERS ABSENT: None.

Commission Chair Augur, presiding, declared a quorum present:
Those members of staff also present were as follows: Clyde Dooley, Town Manager
Randi DePriest, Town Clerk

AGENDA

Commissioner Jordan moved and Commissioner Freer seconded to approve the agenda as presented. The vote was unanimous. Commission Chair Augur declared the motion carried.

CONSENT OF DECEMBER 11, 2012 MINUTES

Commissioner Freer moved and Commission Chair Augur seconded to approve the December 11, 2012 minutes as amended. The vote was unanimous. Commission Chair Augur declared the motion carried.

NEW BUSINESS

UPDATE ON THOMPSON/ARCHIBALD/PIZEL PROPERTY

Commission Chair Augur informed the Commission that Daniel & Laura Archibald, owners of the property in between the Thompson & Pizel properties, had decided to join in the replat. Town Manager Dooley informed the Board that he was collecting the deeds and processing the Land Use Application accordingly. He mentioned a one foot discrepancy between two of the businesses that would need to be addressed at the next Planning & Zoning meeting as the Boundary Agreement is prepared.

UPDATE ON SAWYER/ZAHLLER PROPERTY

Manager Dooley announced that the Boundary Agreement was nearly ready for approval and described that the property owners had agreed to the 40-foot right-of-way that the Commission had requested for at the previous meeting. There was a property description needed from the surveyor on a portion of the property, and then the Boundary Agreement would be ready for the February Board of Trustees meeting.

ONGOING DISCUSSION

RAILROAD RIGHT-OF-WAY – RIO GRANDE AVENUE PARKING LOT & VACATION

Thoughts and reactions from the community information meeting were discussed at length. Commission Chair Augur described that maintaining a 60-foot right-of-way on Loma Street during the planned vacation of Rio Grande would result in the loss of the southernmost lot as it would not be large enough to comply with city lot regulations. Various directions were discussed for the project and the Commission decided to take time to process the information and revisit the topic at the next regular meeting.

ADJOURN

There being no further business to come before the Planning and Zoning Commission at this time, Commissioner Jordan moved and Commissioner Freer seconded that the meeting be adjourned at 6:45 p.m. The vote was unanimous. Commission Chair Augur declared the motion carried.

Respectfully submitted:

Randi DePriest
City Clerk/Treasurer

DRAFT

INTEROFFICE MEMORANDUM

TO: Planning Commission
FROM: Clyde Dooley
SUBJECT: City land inventory
DATE: February 8, 2013

The last time Rick Sloan asked us to purchase property I performed a very rudimentary / elementary inventory and approximated the following:

North Creede is 2% privately owned;
String town is 0% privately owned;
Creedmoor is 60% privately owned; and
South Creede is 90% privately owned

This **does not** include the newly annexed 140 acres of CRI property.
“**Privately Owned**” excludes state, county &/or school property.

I estimated that approximately 60.591% or 61% of the platted lots in the City of Creede are privately owned. And of the remaining 39% owned by the City of Creede – only 17-20% of it is developable.

Remember these are estimates only and when Libby gets her assessors map updated I'll get you a better inventory.

ENCROACHMENT LICENSE AGREEMENT

This Agreement, entered into this 5th day of March 2013, by and between the City of Creede, a Colorado Town (“Grantor”) and _____, (“Grantee”) (individually referred to as “Party” and collectively as “Parties”).

RECITALS

Whereas, the Grantor owns La Garita Avenue as platted in the South Creede subdivision , City of Creede, Colorado; and

Whereas, the Grantee wishes authority to use an area of the avenue for a portion of his business that encroaches onto the street; and

Whereas, the Grantor is agreeable to the use of such property under the terms and conditions as set forth below.

Now, therefore, for and in consideration of the performing of the mutual promises by the Parties contained in this Agreement, the Grantor does hereby permit the Grantees, to use the following described property as set forth in this Encroachment Agreement:

A tract of land being approximately 5 ft. x 37 ft. east of Lot 30, Block 22, South Creede, protruding into La Garita Avenue, encroached by a commercial structure of the same size or approximately 185 square foot, more or less.

This license applies to the existing structure mentioned above only and shall extend from the date of this License Agreement until the aforementioned encroaching structure is removed, destroyed or damaged to the extent of 50% of its present size or value. The following stipulations are expressly agreed by and between the Grantor and Grantees.

Use of Site. The site will be used for the occupancy of a commercial business.

Consideration. **Thirty-two dollars & thirty-nine (\$32.39) a year;** calculation based on the assessed value in Mineral County of \$4.92 per square foot times the assessment percentage of 29.00 times the city’s mill levy of 12.271. ($? \times ? = 250 \times \$4.92 \times 29.00\% \times 12.271 = \43.77) This formula will be calculated annually based on the current values & mill levy. The Grantor will invoice the Grantee in December of each year and if payment is not received within 30 calendar days, a penalty of \$10.00 per month will be added.

Condition of Site. During the term of this License Agreement, Grantee shall keep the premises license under this Agreement in good condition & free from any other encroachment(s). Grantee agree to undertake no activity which could be hazardous or in any way detrimental to the community.

Release From Liability. The Grantee does hereby release and discharge the Grantor from any and all liability arising from this Agreement, to-wit; from damage to its property, whether in the control or custody of the Grantee or its agents or representatives, or in the control or custody of the employees or representatives of the Grantor, or whether in the control or custody of third parties or while upon premises owned or under the control of the Grantor or Grantee.

Indemnification. Grantee hereby agrees that they shall indemnify, defend and hold harmless Grantor and its successors and assigns from, against, and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost or expense (including, without limitation, reasonable attorneys' fees and expenses and costs and expenses reasonably incurred in investigating, preparing or defending against any litigation or claim, action, suit, proceeding or demand, of any kind or character), of or in any manner relating or attributable to any claims of damages arising from Grantees' activities associated with this License Agreement.

Assignment and Subletting. This License Agreement may not be assigned during the term of this License Agreement without the prior written consent to assignment of this License Agreement by Grantor. This License Agreement may not be assigned during the term of this License Agreement without the prior written consent to assignment of this License Agreement by Grantor, nor shall Grantees permit any other person or entity to share its occupancy hereunder without the prior written permission of the Grantors, provided, however, that such written consent shall not be necessary in the event of an assignment of the rights granted herein in association with the conveyance of the aforementioned encroachment to the same assignee. Nothing in this paragraph prevents the occupancy of guests or renters of the owner in accordance with city regulations.

Notices. All notices and communications required herein shall be in writing and shall be sent by certified mail to the following addresses:

Grantor:
City of Creede
Attn: Town Manager
P.O. Box 457
Creede, Colorado 81130

Grantee:
~~Guy Dresser.~~
1325 Raintree Place
Lawrence, KS 66044

Notices shall be deemed properly given when mailed by certified mail in a sealed envelope, postage prepaid, addressed to the above addresses. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Any party may change its address of record by giving written notice of the change to the other party.

Waiver. Failure or delay on the part of Grantees or the Grantor to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

Prior Negotiations. This License Agreement constitutes the entire agreement of the parties hereto and shall supercede all prior offers, negotiations and agreements.

Amendments. No revision of this License Agreement shall be valid unless made in writing and signed by an authorized officer of Grantor and by Grantee.

Applicable Law. This License Agreement is entered into at Creede, Mineral County, Colorado, and it is agreed that the proper jurisdictions and venue of any action pertaining to the interpretation of enforcement of this License Agreement shall be in the County or District Court of Mineral County, Colorado. This License Agreement shall be interpreted under the laws of the State of Colorado.

Binding Agreement. It is understood and agreed that this Agreement shall be binding upon the assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set the hands of their respective authorized officers.

CITY OF CREEDE,
Grantor

ATTEST:

Eric Grossman, Mayor

Date

City Clerk: Randi DePriest

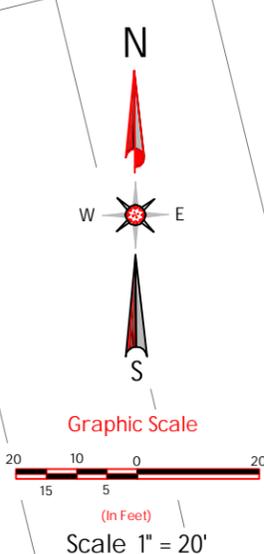
Date

Grantee

Date

Improvement Survey

Lots 28, 29, and 30,
 Block 22, South Creede,
 City of Creede,
 Located in the NE¼ Section 36,
 Township 42 North, Range 1 West,
 New Mexico Principal Meridian,
 Mineral County,
 Colorado.



Bearing Basis
 Courses are based on a bearing of N89°14'51"E between BLM Brass Caps at the NW Cor. Sec. 36 and the NE Cor. Sec. 36, tied to this survey by traverse.

Legend

- Found Monument (as described)
- Parcel Boundary
- Set Pin & Plastic Cap, PLS 22897 (or as described)
- Section Corner



Location Map

Surveyor's Statement

I, Wm. D. Kitterman, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared by me from data of a survey made by me and is true and accurate to the best of my knowledge and belief.

NOTE: According to Colorado law you must commence any legal action based upon any defect in this survey within (3) three years after you discover such defect. No event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

Rincon Associates, Inc.
 P.O. Box 1025 Alamosa, CO 81101 (719) 589-1644

Improvement Survey

Lots 28, 29, and 30,
 Block 22, South Creede,
 City of Creede,
 Located in the NE¼ Section 36,
 Township 42 North, Range 1 West,
 New Mexico Principal Meridian,
 Mineral County,
 Colorado.

Drawn by: WDK January 2012
 Job No. 3011 Sheet 1 of 1

