

SPECIAL MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW AGENDA
- IV. OLD BUSINESS
  - a. Discuss/ Approve/ Disapprove Flume Repair Design
  - b. Approve/ Disapprove Gym Lease [1/15 Version]
  - c. Approve/ Disapprove Resolution 2016-03 Treasury Management
  - d. Approve/ Disapprove Emergency Management Agreement
- V. ADJOURN

REGULAR WORK SESSION

- Consider Adding ATV Question to Ballot
  - PZ Recommendation FYI
- Consider Adding Marijuana Question to Ballot
  - Loader Lease
  
- Any Other Business

Posted 1/16/15

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OPEN TO THE PUBLIC

**LEASE AGREEMENT  
LA GARITA GYM – MINERAL COUNTY**

This Lease Agreement is entered into this 5<sup>th</sup> day of January 2016, by and between the City of Creede, a Colorado statutory town, by and through the Board of Trustees (“**Landlord**”) and Mineral County, Colorado, by and through the Board of County Commissioners (“**Tenant**”) (collectively referred to as the “**Parties**” and individually referred to as a “**Party**”).

**RECITALS**

**WHEREAS**, the Board of County Commissioners of Mineral County desire to use the kitchen and dining area in the Newton Gym facilities, owned by Landlord, to provide a senior citizen lunch program; and,

**WHEREAS**, the Board of Trustees of the City of Creede finds that the provision of a senior citizen lunch program will provide a valuable community benefit and desires to lease that portion of the Newton Gym facilities to Mineral County to facilitate this program; and,

**WHEREAS**, the City of Creede and Mineral County desire to determine a lease payment structure that is fair and equitable;

**THEREFORE**, for good and valuable consideration, and for the mutual promises and covenants contained herein, the parties agree as follows:

1. **Lease:** Landlord hereby leases and lets to Tenant a portion of the Newton Gym located at 408 South La Garita, City of Creede, CO 81130, including the kitchen equipment contained therein, and further described in the attached EXHIBIT A – Premises (“**Premises**”).
2. **Term:** The term of this Lease shall be one calendar year, commencing on January 5, 2016 and expiring at midnight on December 31, 2016. This Lease shall automatically renew for a successive year unless either Party tenders a written notice of termination as set forth in Paragraph 19 below.
3. **Deposit:** No security deposit from Tenant shall be required.
4. **Lease Payment:** The rent payment for the Lease shall be One Dollar (\$1.00) per year. In addition to this rental payment, Tenant will also pay to Landlord 50% of the operating and maintenance costs (“**O&M Costs**”), as defined in paragraph 5, for the Premises while this lease is in effect. No other Lease Payment shall be charged. The Landlord will submit an invoice to the Tenant at the end of each month for 50% of the O&M Costs, which invoice shall provide a detailed accounting of the O&M Costs. Tenant agrees to pay the invoice within thirty (30) days of receipt.
5. **Operating and Maintenance Costs.** The Parties agree that O&M Costs shall include the following utility payments ~~including~~: water, sewer, electricity, heat and propane. O&M Costs shall also include the following routine facility maintenance costs ~~including~~: janitorial

services (including restocking of bathroom supplies), trash service, basic equipment maintenance, minor repairs (such as glass repair, replacing light bulbs, minor electrical or plumbing work, replacing ceiling tiles, door knobs or locks and other similar repairs) and snow removal. O&M Costs shall not include major repairs, such as repairs to the building itself, the roof, the parking lot or any major repairs to, or replacement of, any equipment (except as defined in paragraphs 9 and 10). O&M Costs shall ~~also~~ not include any administrative costs of Landlord or the salary or other costs associated with the Recreation Director that Landlord has hired to manage the ~~premises~~Premises. The Parties agree that they will review in good faith the O&M Costs when either Party requests such review. Any changes in ~~what constitutes~~the definition of O&M Costs will be mutually agreed ~~to~~in writing by Landlord and Tenant.

6. **Responsibility for Utility, Operation and Maintenance Expenses:** Landlord shall provide and pay for water and sewer service, electric, heating and parking and all basic maintenance expenses during the Term of this Lease. Although Tenant will pay 50% of these expenses more completely defined in paragraph 4 above, it is understood that all utilities will be in Landlord's name and Landlord remains ultimately responsible for payment of these expenses.
7. **Permitted Use:** The Tenant may use the Premises for the Senior Lunch Program and not for any other purpose without the prior permission of the Landlord. Tenant shall comply with all building, zoning and health codes and other applicable laws for its use of the Premises. Tenant shall not conduct or permit to be conducted any activity on the Premises which violate any Federal, State, County or City law or ordinance.
8. **Shared Use.** It is understood by both parties that Landlord may wish to use the leased portion of the ~~premises~~Premises for its own purposes or to allow other outside entities or groups to use that portion of the ~~premises.~~~~In doing so, it is agreed that the~~Premises. The Senior Lunch Program run by Tenant shall have priority in the use of ~~this area and Tenant~~the Premises. Landlord shall submit notice in writing of Landlord's desire to schedule the Premises for other use which shall be ~~consulted~~subject to Tenant's review and approval to determine that such request does not interfere with ~~and must agree to any other use of the leased portion of the premises~~Senior Lunch Program. Similarly, it is contemplated by this agreement that Tenant may at times wish to use the non-leased portion of the ~~premises~~Premises if such use does not conflict with Landlord's use of that portion of the ~~premises~~Premises. Permission for either such use shall not be unreasonably withheld. Should Landlord charge a rental fee for an outside group to use the leased portion of the ~~premises~~Premises, fifty percent of such rental fee will be given to ~~tenant~~Tenant as a donation to the Senior Lunch Program.
9. **Equipment Repairs.** Tenant will be responsible for and make such repairs to any kitchen equipment that Tenant intends to use or which Tenant uses for the School Lunch Program during the duration of this lease. Tenant shall determine if such repairs are reasonably necessary in its sole discretion. Prior to the commencement of Tenant's occupancy of the ~~premises~~Premises, the ~~parties~~Parties shall take an inventory of the equipment in the leased ~~premises~~Premises and determine what equipment is necessary for Tenant's purposes and will

be Tenant's responsibility to repair. A list of such equipment is attached hereto as Exhibit A. If the necessity for any equipment repairs is caused by the negligence of Landlord or any third party Landlord leases the kitchen to as provided in paragraph 8, then Landlord shall be responsible for the cost of such repairs.

10. **Equipment Replacement.** Should any of the kitchen equipment listed in Exhibit A become unrepairable, break down too often or become obsolete during the duration of this lease, Tenant is responsible to replace such equipment. The ~~parties~~Parties will work together to agree on the necessity for such replacement and agree on the type of replacement equipment needed. Used equipment may be used if it is of equal quality and capacity as the replaced equipment. All equipment will be in good working condition, accounting for normal wear and tear, at the termination of this lease. Any such replacement equipment will remain the property of the Landlord. Tenant shall provide a bill of sale to the Landlord for such replacement equipment if requested by Landlord. If the necessity for any equipment replacement is caused by the negligence of Landlord or any third party Landlord leases the kitchen to as provided in paragraph 8, then Landlord shall be responsible for the cost of replacement of such equipment.
11. **Insurance:** Tenant shall, at its expense, provide liability insurance for their planned services and activities in the amount of \$1,000,000 per incident and \$1,000,000 per occurrence. Tenant will provide the City with a copy of the policy listing the City of Creede as "Additional Insured". Landlord is not liable for damage to Tenant owned property, or any property owned by others and included in a service agreement operated by Tenant, while located on the Premises, including acts of vandalism, theft, or comprehensive damage of same vehicles, unless such damage or theft is caused by the negligent operation or management of the Landlord. Landlord shall, at its expense, provide insurance covering the building itself and liability insurance covering its operation and maintenance of the building and any common areas, including the parking lot. Tenant shall provide insurance covering the equipment located in the leased portion of the ~~premises~~Premises.
12. **Tenant Property.** Tenant may supplement the existing equipment with any equipment Tenant feels is necessary for the successful operation of the Senior Lunch Program. Any such equipment shall be the property of Tenant and will be removed at the end of the ~~tenancy~~term.
13. **Tenant Responsibilities:** Tenant agrees to maintain the interior of the leased portion of the facility in a manner and to the extent reasonably possible so as to be free from common hazards to occupants and visitors to the ~~premises~~Premises. Tenant shall have no responsibility for the maintenance of the common areas, including the parking lot, except for its responsibility to pay for O&M Costs as defined above.
14. **Landlord's Right of Entry:** Landlord and its agents shall have the right to enter the Premises at all times, after reasonable advance notice to Tenant by telephone or otherwise (except that no advance notice will be required in emergency circumstances), to examine them, to show the Premises to prospective purchasers, managers, lenders or lessees, and to make and perform such decorations, cleaning, maintenance, repairs, alterations,

improvements or additions as Landlord may be required to perform under this Lease or as Landlord may deem necessary or desirable for the safety, improvement or preservation of the Premises or of other portions of the Building. Landlord shall have the right from time to time to install, maintain, use, repair and replace utility lines, unexposed pipes, ducts, conduits and wires in and through the Premises. Landlord shall also be allowed to bring and keep upon the Premises all necessary materials, supplies and equipment. No such action by Landlord shall constitute an eviction of Tenant in whole or in part or entitle Tenant to any abatement of rent or damages, by reason of inconvenience, annoyance, disturbance, loss or interruption of business or otherwise, and no such action shall affect Tenant's obligations under this Lease in any manner whatsoever, except as specifically provided in this Lease. If Landlord's work in the Premises makes all or a substantial part of the Premises unusable and are in fact not used for more than three (3) consecutive days, then Tenant shall be entitled to an abatement of Lease Payments commencing with the fourth (4<sup>th</sup>) day that the Premises are unusable and not used. However, notwithstanding the preceding sentence, if the Landlord's work arose directly or indirectly because of (i) any act or omission by Tenant or any of Tenant's Personnel, or (ii) a request by Tenant for an alteration or addition to the Premises which directly or indirectly necessitated the interruption, or (iii) a failure by Tenant to comply with its obligations under this Lease, then Tenant shall not be entitled to any such abatement of the Lease Payments. If Tenant is not personally present to permit Landlord to enter the Premises as provided under this Lease, Landlord or Landlord's agents may forcibly enter the Premises, without rendering Landlord or its agents liable (with the understanding that during such entry Landlord or its agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of Tenant under this Lease. Nothing in this Lease, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises other than as provided in this Lease.

- 15. Alterations by Tenant:** Tenant shall make no alterations, additions or improvements in or to the Premises without Landlord's prior written consent. Tenant understands that Landlord's consent will be conditioned upon compliance with Landlord's requirements as in effect at the time permission is requested, which requirements will include, but not be limited to, Landlord's approval of plans, specifications, contractors, insurance and hours of construction. Upon Landlord's reasonable request, Tenant shall secure, at its cost, a completion and indemnity bond satisfactory to Landlord, for such work. All such work shall be performed in a good and workmanlike manner. Before beginning any work on the Premises, Tenant shall deliver to Landlord on request, certificates issued by applicable insurance companies evidencing that the contractor and all subcontractors engaged by Tenant to perform such work maintain workers' compensation and public liability insurance and property damage insurance, all in amounts, with companies and on forms satisfactory to Landlord. All alterations, additions or improvements upon the Premises, including (without limitation) all installations included in Tenant's work and all paneling, partitions and the like (but excluding Tenant's trade fixtures), shall become the property of Landlord, and shall remain upon and be surrendered with the Premises, as a part thereof, at the end of the Term, unless the parties agree otherwise, or unless Landlord requires Tenant to remove such items at the end of the Term.

16. **Interruption for Repairs:** If the need for repairs or the making of repairs (or both) which Landlord is obligated to effect at Landlord's expense renders a material portion of the Premises unusable and such portion is actually left unused by Tenant for more than three (3) consecutive days, then Tenant shall be entitled to an abatement of Lease Payments. Landlord covenants in any event to use commercially reasonable diligence to avoid disruption and inconvenience to Tenant's operations and patrons in the course of any exercise of Landlord's right of entry under this Lease.
17. **Breach:** In the event that Tenant is in breach of the terms or covenants of this Lease, and does not correct said breach within thirty (30) days of receipt of written notice from Landlord, Landlord may enter and take possession of the ~~premises~~Premises without further notice or legal action. Upon breach of this Lease, Tenant shall return possession of the leased Premises in good condition, wear and tear and fire casualty excepted to the Landlord.
18. **Hold Harmless:** The Tenant promises and covenants to hold harmless, defend and indemnify the Landlord, its directors, employees, agents, representatives, successors and assigns, from and against any and all liabilities, claims, penalties or damages of any nature, whether present or future (including without limitation damages for personal injury, disease and death; property damage; administrative or judicial penalties or fines; accountants fees, consultants fees and attorney's fees associated with or necessary for the Landlord's defense of matters arising under this Lease), arising out of, or related directly or indirectly to the use of the Premises by the Tenant, including use of the Premises by independent contractors, employees, invitees and customers of Tenant. Landlord promises and covenants to hold harmless, defend and indemnify the Tenant, its directors, employees, agents, representatives, successors and assigns, from and against any and all liabilities, claims, penalties or damages of any nature, whether present or future (including without limitation damages for personal injury, disease and death; property damage; administrative or judicial penalties or fines; accountants fees, consultants fees and attorney's fees associated with or necessary for the Tenant's defense of matters arising under this Lease), arising out of, or related directly or indirectly to the actions or omissions of the Landlord, including use of the Premises by independent contractors, employees, invitees and agents of Landlord.
19. **Termination:** Either Party may terminate this Lease by providing ninety (90) days written notice to the other Party.
20. **No Waiver of Governmental Immunity:** Nothing in this Lease shall be construed to waive limit, or otherwise modify any governmental immunity that may be available by law to Landlord or Tenant, their respective officials, employees, contractors, or agents, or any other person acting on behalf of Landlord or Tenant, and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
21. **Assignment:** Tenant shall not in any manner transfer or assign this Lease without the prior written consent of the Landlord and any attempt to do so without the Landlord's prior written consent shall be null and void and confer no rights on third persons.

- 22. Governing Law:-** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree that venue for any dispute regarding this Lease shall be proper in Mineral County, Colorado.
- 23. No Third Party Beneficiaries:** Nothing contained in this Lease is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Landlord or Tenant. Absolutely no third-party beneficiaries are intended by this Lease. Any third-party receiving a benefit from this Lease is an incidental and unintended beneficiary only.
- 24. Binding Effect:** The Parties intend that this Lease shall be binding upon execution of the same and shall be binding and inure to the benefit of the parties, their successors, assigns, receivers or trustees.
- 25. Modification/Amendments:** This Lease and its attached exhibits set forth the entire understanding and agreement between the Parties hereto with respect to the Premises. Except as otherwise provided herein, this Lease may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing and duly authorized and executed by the parties hereto.
- ~~26.~~ **Notices:** Any notice required or permitted under this lease shall be deemed received by the party to whom it is addressed when, hand-delivered to the party or, three (3) days after the notice is placed in the United States mail, or when sent via E-Mail and when receipt is acknowledged. Notice should be addressed as follows:

City of Creede  
 Attn: City Manager  
 PO Box 457  
 Creede, CO 81130  
 E-Mail: [creedemanager@gmail.com](mailto:creedemanager@gmail.com)

Mineral County  
 Attn: County Administrator  
 PO Box 70  
 Creede, CO 1130  
 E-Mail: [mincty@hotmail.com](mailto:mincty@hotmail.com)

- ~~27.~~ **Authority:** The Parties signing below represent and stipulate that they have the legal authority to enter into and execute this Lease and to be bound by the terms contained herein.

CITY OF CREEDE

ATTEST:

\_\_\_\_\_  
 Mayor, Eric Grossman                      Date

\_\_\_\_\_  
 City Clerk, Randi Snead                      Date

MINERAL COUNTY

\_\_\_\_\_  
 County Chairman, Scott Lamb                      Date



# Treasury Management Services Resolution and Authorization

*National Bank Holdings*

You, as an authorized Representative of your organization, must sign and accept this Resolution and Authorization authorizing you to enter into agreements with Community Banks of Colorado, a division of NBH Bank ("Bank") as necessary to facilitate Treasury Management Services ("Services") as defined in the Master Treasury Management Services Agreement ("Agreement") before you can continue to enroll for Services. Please sign where applicable.

## SERVICES RESOLUTION AND AUTHORIZATION of

**City of Creede**  
(Name of Entity)

- Corporation                       Sole Proprietorship                       Partnership  
 Limited Liability Company (LLC)                       Unincorporated Association                       Limited Partnership  
 Limited Liability Partnership (LLP)                       Other \_\_\_\_\_

### IF A CORPORATION:

I, (Enter Name) City of Creede, a Colorado Town, the duly elected and acting Secretary of the Corporation, do hereby certify that the following is a true copy of a certain resolution adopted by the Board of Directors of the Corporation at a regular or duly called meeting thereof held on (Enter Date) \_\_\_\_\_, and that said resolution remains in full force and effect and has not been revoked, modified, or amended.

RESOLVED, that the Corporation shall from time to time enter into such Agreements with Bank as (Officer Name and Title) \_\_\_\_\_ (Authorized Representative(s)) deems appropriate in order to facilitate Services for the Corporation and that the Authorized Representative has the authority to execute the Agreement and the Authorized Representative and his/her designees have the authority to execute Services transactions and furnish instructions as necessary to implement such Services.

As Authorized Representative I, (Officer Name and Title) Clyde Dooly, City Manager do hereby authorize the "Authorized Individuals" as set forth below to also execute Services transactions and furnish instructions as necessary to implement the Services.

I also represent that I have furnished Bank with a complete, true and current copy of the Articles of Incorporation.

### IF A LIMITED LIABILITY COMPANY (LLC):

I, (Enter Name) \_\_\_\_\_, a manager of a manager managed LLC, hereby certify that I am authorized to execute this Resolution and Authorization and Agreements for Services and authorize myself and the "Authorized Individuals" named below to execute Services transactions and furnish instructions as necessary to implement the Services. If a member managed LLC, I represent that the members have agreed to the above.

I also represent that I have furnished Bank with a complete, true and current copy of the Certificate of Formation of the LLC and with an executed copy of the Operating Agreement of the LLC.

### IF A PARTNERSHIP:

I, (Enter Name) \_\_\_\_\_, as a partner of this entity certify the partnership has authorized me to execute this Resolution and Authorization and Agreements for Services and that I and the Authorized Individuals named below are authorized to execute Services transactions and furnish instructions as necessary to implement the Services.

I also represent that I have furnished Bank with a complete, true and current copy of the Partnership Agreement.

**IF A LIMITED PARTNERSHIP:** I, (Enter Name) \_\_\_\_\_, have been authorized by the general partner of this entity and certify that the limited partnership has authorized me to execute this Resolution and Authorization and Agreements for Services and that I and the "Authorized Individuals" named below are authorized to execute Services transactions and furnish instructions as necessary to implement the Services.

I also represent that I have furnished Bank with a complete, true and current copy of the Limited Partnership Agreement.

### IF A LIMITED LIABILITY PARTNERSHIP:

I, (Enter Name) \_\_\_\_\_, hereby certify that I have been authorized by the limited liability partnership to execute this Resolution and Authorization and Agreements for Services and that I and the Authorized Individuals named below are authorized to execute Services transactions and furnish instructions as necessary to implement the Services.

I also represent that I have furnished Bank with a complete, true and current copy of the Limited Liability Partnership Agreement.

**IF AN UNINCORPORATED BUSINESS (SOLE PROPRIETORSHIP):**

I, (Enter Name) \_\_\_\_\_, am principal in the above entity, a/k/a \_\_\_\_\_, and affirm a statement of such a/k/a name has been filed in any local or state office as required by law. I am the sole person authorized to sign this Resolution and Authorization, execute Services transactions and furnish instructions necessary to implement the Services.

**IF AN UNINCORPORATED ASSOCIATION:**

I, (Enter Name) \_\_\_\_\_, the only appointed Secretary of the Association certify to Bank that at a lawful meeting the following resolution was adopted and is now in full force and effect.

RESOLVED, that the Association shall from time to time enter into such Agreements with Bank as (Officer Name and Title) \_\_\_\_\_ (Authorized Representative(s)) deems appropriate in order to facilitate and that the Authorized Representative has the authority to execute the Agreement and the Authorized Representative and his/her designees have the authority to execute Services transactions and furnish instructions as necessary to implement such Services.

As an Authorized Representative I, (Officer Name and Title) Clyde E Dooley / City Manager do hereby authorize the below "Authorized Individuals" to execute Services transactions and furnish instructions as necessary to implement the Services.

**AUTHORIZED INDIVIDUALS**

Name	<u>Rand. SNEAD</u>	Title	<u>City Clerk + Treasurer</u>
Name	_____	Title	_____
Name	_____	Title	_____
Name	_____	Title	_____
Name	_____	Title	_____

IT IS UNDERSTOOD, that this authority shall remain in full force and effect until written notice of its amendment or rescission has either been given to and received by Bank in the manner and place designated by the above-described Agreement from the entity or has been given to and received by the entity in the manner and place designated by the above described Agreement from Bank, and that no such notice shall affect any action taken or order or instruction made prior to its receipt.

IN WITNESS THEREOF, I have executed this Resolution and Authorization as the Authorized Representative of the Entity on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Entity: City of Creede

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Secretary (for Corporations only)

*Eric + Rand  
here*



## Master Treasury Management Services Agreement

This MASTER TREASURY MANAGEMENT SERVICES AGREEMENT is made this 11<sup>th</sup> day of JANUARY, 2016, by and between **City of Creede** (the "Company", "you", "your", "Business") and Community Banks of Colorado, a division of NBH Bank ("Bank"). This Agreement describes rights and obligations of the Company as a user of the Treasury Management Services ("Services") of Bank. It also describes the rights and obligations of Bank. By requesting and using these Services, you agree to comply with the terms and conditions of this Agreement. This Agreement is in addition to other agreements between you and Bank, including but not limited to your deposit account agreements, credit card agreements and loan agreements as each may be modified from time to time.

### 1. DEFINITIONS

- A. *ACH* means Automated Clearing House.
- B. *Account* means a demand deposit, savings, certificate of deposit or loan account owned by Company and held at Bank.
- C. *Addendum* means terms and conditions of additional Services requested in attachments hereto, which are made a part of the Agreement.
- D. *Administrator* means the person you appoint who will be responsible for creating and maintaining subsequent user accounts for you, including assigning and revoking access privileges for users and providing new and subsequent Codes to users. In addition, the Administrator has access to all accounts applied for with the Service and is bound by this Agreement and the specifications outlined in Addendums for specific Services attached.
- E. *Agreement* means the Master Treasury Management Services Agreement and Addendums, including forms requesting Services as well as user guides and other reference materials regarding the Services as provided and updated by Bank from time to time.
- F. *Authorized Account* means the Account(s) of the Company, maintained at the Bank, to which the Services rendered by the Bank will apply as applied for on forms provided by the Bank, or other acceptable method.
- G. *Authorized Signer* means a person or persons authorized by the Account resolution, Treasury Management Services Resolution and Authorization, or other governing document, to act on behalf of the Company for transactions concerning Accounts or Services.
- H. *Available Funds* means funds on deposit in an Account and available for withdrawal pursuant to Regulation CC and the Bank's applicable funds availability schedule and policies.
- I. *Business Day* means 8:00 am CT to 6:00 pm CT Monday through Friday, excluding all Bank holidays.
- J. *Business Hours* means Monday through Friday from 8:00 am CT to 5:00 pm CT, excluding all Bank holidays, except as specifically set forth in any Addendum attached or otherwise noted in literature at a specific Bank location or within literature provided pertaining to a specific service.
- K. *Code* means any user identification (ID) code, access code, personal identification number (PIN), password, or anything else considered to be a method of authenticating users of the Services.
- L. *Concentration Account* means an Account designated by you as the offset to a Zero Balance Account.
- M. *Electronic Communication* means any electronic means of sending or receiving instructions, reports or other communications, including without limitation, facsimile transmission, voicemail, Email, FTP Site, beeper or other telephonic methods.
- N. *Electronic Mail or Email* means a method of Electronic Communication available for use to contact the Bank.
- O. *Eligible Account* means any Account that is eligible for access through the Service.
- P. *FTP (File Transmission Protocol) Site* means a communications protocol governing the transfer of files from one computer to another over a network.
- Q. *Fee Schedule* means the most current Treasury Management Services fee schedule established by Bank from time to time.
- R. *Internet* means an interconnected system of networks that connects computers around the world to facilitate data transmission and exchange.
- S. *Internet Services Provider* means your Third Party Provider that you use to connect to the Internet.
- T. *Investment Sweep Account* means an Account whereby, based on an established target balance, sweeps will take place at the end of each Business Day and excess funds in the Account will be invested with a financial services provider designated by Bank.
- U. *NACHA* means the **National Automated Clearing House Association.**
- V. *National Automated Clearing House Association* means a not-for-profit organization that develops electronic solutions to improve the ACH payment system and develops operating rules and business practices for the ACH network and electronic payments.
- W. *Online Banking* means the Web Based Service providing access to your Account(s) and other Services as maintained at Bank.
- X. *Password* means the Code sent to you by Bank for use during the initial login, or the Codes you select after the initial login, that establishes your connection to the Service.
- Y. *Person* means a natural person, corporation, sole proprietorship, limited liability company, partnership, government unit or instrumentality, trust, or any other entity or organization.
- Z. *Promissory Note* means a written promise to pay a specified sum of money to Bank at a fixed time or on demand.

Clyde Dooley

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**From:** Eric Heil <ericeillaw@gmail.com>  
**Sent:** Wednesday, January 06, 2016 10:45 AM  
**To:** Clyde Dooley  
**Subject:** Re: Emailing: EM MAA City County 12302015 (003).doc

I don't think it is necessary. A mutual aid agreement is typically sufficient, except Creede does not have any police officers. At a glance it looks like Creede is just giving \$10,000 to the County to provide a County function. If there is a real emergency, either in or out of City jurisdiction, the County has an obligation to respond and Creede does not have much to offer in resources that needs to be coordinated.

**Eric J. Heil, Esq., A.I.C.P.**  
**Heil Law & Planning LLC**  
1022 Summit Drive  
Dillon, CO 80435

**Office:** (970) 468-0635  
**Cell:** (303) 518-4678

*This communication may contain confidential attorney-client privileged information. Unauthorized receipt or use of this communication is not permitted. If you have received this message in error, please delete the message and contact Heil Law & Planning LLC immediately.*

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**From:** Clyde Dooley <manager@creedetownhall.com>  
**Date:** Wednesday, January 6, 2016 at 10:31 AM  
**To:** Eric Heil <eric@heillaw.com>  
**Subject:** Emailing: EM MAA City County 12302015 (003).doc

Hi Eric,

This agreement has been discussed the last couple of months and last night the Trustees, reasonably asked for an amount to be put in. This is a new office for both the county and city and the Sheriff's office provided this draft. I'm not even sure Randy's seen it.

Anyway, as you can see I inserted some very crude verbiage about the annual amount at the end of paragraph 4. That amount was budgeted by the Trustees, but there was discussion last night about reducing it.

Have you dealt with one of these agreements before and what's your opinion?

This too is something the Trustees would like to decide on at the special meeting on the 19th.

Clyde

Your message is ready to be sent with the following file or link attachments:

EM MAA City County 12302015 (003).doc

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail

# **JOINT AGREEMENT ESTABLISHING THE OFFICE OF EMERGENCY MANAGEMENT**

This Joint Agreement between the Mineral County Sheriff's Office ("County") and the City of Creede, a Colorado Town ("City") is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2015.

**WHEREAS**, the County and City wish to enter into an inter-jurisdictional agreement pursuant to the provisions of the Colorado Disaster Emergency Act, 1992 C.R.S. § 24-32-2101, et seq., for the purpose of establishing an Office of Emergency Management to serve the people of the County and City in preparation for a natural or human-made disaster, therefore the parties agree as follows:

A joint office, to be known as the Office of Emergency Management of the County and City ("Office") is established in accordance with C.R.S. § 24-33.5-707, for the purpose of reducing the vulnerability of the people of the County and City to damage, injury, and loss of life and property resulting from natural or human-made disasters.

1. In order to accomplish this purpose the Office shall:
  - a. Prepare and keep current preparedness, mitigation, emergency response operations, resource mobilization, hazard specific disaster response, and recovery plans for the City and County consistent with the standards promulgated by the Colorado Division of Homeland Security and Emergency Management (DHSEM), and;
  - b. Prepare, keep current and distribute to appropriate officials an Emergency Operations Plan (EOP) for the City and County including annual revisions and updates including responsibilities for the Office of Emergency Management and all City and County agencies and officials that meets established standards as outlined in the Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101 version 2.0, and;
  - c. Develop an ongoing process to measure and identify threats through a vulnerability hazard assessment while prioritizing risks and developing a plan to mitigate and reduce all threats including those natural and man-made. This process shall include the completion of incident After Action Reports (AAR) and Improvement Plans (IP) and/or Matrix's. This process is to be facilitated through coordination and collaboration with all local, state and federal agencies, volunteer groups and the private sector, and;
  - d. Coordinate, initiate and facilitate disaster planning, training and exercising for City and County agencies, and;

- e. Coordinate with all local, regional, state and federal agencies to obtain services, equipment, supplies and funding for mitigation, response and recovery efforts within the City and County, and;
  - f. Negotiate on behalf of the City and County and other governmental agencies within the State of Colorado for the establishment of Mutual Aid Agreements (MAA) as necessary and approved by the Mineral County Board of Commissioners and Creede Board of Trustees, and;
  - g. Operate the Emergency Operations Center (EOC) as necessary and coordinate with the City and County Mutual Aid Coordination (MAC) Group to coordinate incident activities within the jurisdiction thereby minimizing property damage and loss of life during any natural and/or human caused disaster through the effective use of critical resources, and;
  - h. Coordinate with a local Volunteer Organizations Active in Disasters (VOAD) and other agencies including but not limited to public health, clinics and social services to provide support and assistance to those that cannot self-evacuate and citizens with access and functional needs, and;
  - i. Seek to secure federal, state and regional grant funding for emergency management programs, community preparedness, disaster response, mitigation and recovery within the City and County, and;
  - j. Manage all grant funding and programs as awarded with standards established by the funding agencies.
2. An Emergency Manager shall be appointed by the Mineral County Commissioners. The Emergency Manager shall be accountable to the Mineral County Sheriff for fulfilling the daily responsibilities of the Office. A Board of Directors shall consist of the Mineral County Sheriff, Mineral County Fire Chief, City of Creede Emergency and Vulnerability Manager. The Sheriff shall, with input from the Board of Directors, evaluate the Emergency Manager annually for satisfactory performance. In the absence of the Emergency Manager, the Sheriff assumes full authority of the office, including reporting to the Board of Directors. Written job descriptions for the Emergency Manager shall be kept on file by the City and County.
  3. The Emergency Manager and the Board of Directors shall meet no less than twice annually. The agenda of the meeting shall include a program overview, project and planning summary, incident review (if applicable) training and exercise plan for the calendar year. Additional meetings may be held to address other potential hazards or matters as appropriate.
  4. All funding necessary to maintain the operation of the office, in excess of federal and state monies appropriated to the Office, will be provided equitably by the City and County and in accordance with a joint budget approved by the Mineral County Board

of Commissioners and the Creede Board of Trustees. Upon receipt of the City's budget work sheet, the EM in consultation with the County Administrator and City Manager, prepare the proposed joint County-City Budget. Any supplemental funding allocation requested by the Office shall be approved by both the City and County before the allocation is granted and/or approved. No supplemental allocation shall be approved from funding requests which are necessitated by differences in personnel policies between the City and County.

5. All of the administrative functions of the EM Office, including, but not limited to, payroll, finance administrative records, and receipt and disbursement of state and federal warrants, shall be undertaken and accomplished by Mineral County.
6. For the purpose of defending any liability claims arising out of the acts or omissions of the employee/s of the Office of Emergency Management, those employees shall be deemed "County employees" if the acts or omissions giving rise to any alleged liability were or should have been undertaken solely by the County were it not for this agreement. If the acts or omissions cannot be so attributed with a reasonable degree of certainty or if such acts or omissions were undertaken on behalf of both parties, then the employees of the Office shall be deemed employees of both the City and County and any financial responsibility to third parties arising by the virtue of employment relationship shall be shared equally.
7. The provisions of this agreement may be modified only upon written approval of each of the parties.
8. Either party to this agreement shall have the right to terminate the agreement upon 180 days written notice to the other party, which shall be sent by certified mail, return receipt requested to the governing body of the non-terminating party. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations prior to terminating the agreement.
9. The enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and County, and nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this agreement that any person receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Mineral County

Attest:

\_\_\_\_\_  
Stott Lamb, Chairman                      Date  
Board of County Commissioners

\_\_\_\_\_  
Eryn Wintz                                      Date  
Mineral County Clerk

City of Creede

Attest:

\_\_\_\_\_  
Eric Grossman, Mayor                      Date

\_\_\_\_\_  
Randi Snead                                      Date  
City Clerk

Silverton 2014 Election:

**REFERRED MEASURE C**

**SUMMARY OF INITIATED/REFERRED MEASURE:**

The objective of this Citizen Initiative is to put before the electorate the question of whether off-highway vehicles (OHVs), unlicensed motorcycles, and all-terrain vehicles (ATVs) shall be allowed year-round access to the “special OHV-event routes” specified in Ordinance 2013-02.

**A “YES” vote** would permit year-round access to the temporary routes approved via Ordinance 2013-02, those routes being: Greene and Blair (Empire) Streets from 10<sup>th</sup> to 14<sup>th</sup> Streets, including side streets, 14<sup>th</sup> Street East of Blair to the Town boundary, Greene Street North of 14<sup>th</sup> Street to County Roads 2 and 110, and Greene Street South of 10<sup>th</sup> street to 6<sup>th</sup> Street.

**A “NO” vote** would keep the temporary routes described above CLOSED to ATV/OHV access, except by authorization by the Town Board of Trustees during “special off-highway vehicle events”.

**REFERRED MEASURE C - BALLOT QUESTION LANGUAGE:**

“SHALL THE TOWN OF SILVERTON PERMIT ATVS, OHVS AND UNLICENSED MOTORCYCLES YEAR-ROUND ACCESS TO THE “SPECIAL OHV-EVENT ROUTES” ADOPTED VIA ORDINANCE 2013-02?”

**RESULTS: Yes 243 (58 percent) No 179 (42 percent)**

**REFERRED MEASURE D**

**SUMMARY OF INITIATED/REFERRED MEASURE:**

The objective of this Citizen Initiative is to put before the electorate the question of whether off-highway vehicles (OHVs), unlicensed motorcycles, and all-terrain vehicles (ATVs) shall have limited access to Town rights-of-way as specified in Town Ordinance 2011-04.

**A “YES” vote** would limit ATV/OHV use to those routes approved via Ordinance 2011-04, those routes being: Hazelton Street from 21<sup>st</sup> Street to the southeast Town boundary, including adjacent alleyways (otherwise known as the “staging area”); and the entirety of County Road 110a (otherwise known as the “truck bypass”). A “YES” vote effectively voids section 13-2-2 of the Town Code, adopted via Town Ordinance 2013-02.

**A “NO” vote** leaves intact the temporary routes for special OHV events approved via Ordinance 2013-02, those routes being: Greene and Blair (Empire) Streets from 10<sup>th</sup> to 14<sup>th</sup> Streets, including side streets, 14<sup>th</sup> Street East of Blair to the Town boundary, Greene Street North of 14<sup>th</sup> Street to County Roads 2 and 110, and Greene Street South of 10<sup>th</sup> Street to 6<sup>th</sup> Street. A “NO” vote enables the Town Board to continue to approve these temporary routes during “special off-highway vehicle events”.

**REFERRED MEASURE D - BALLOT QUESTION LANGUAGE:**

“SHALL THE TOWN OF SILVERTON ALLOW ACCESS TO TOWN STREETS BY ATVS, OHVS AND UNLICENSED MOTORCYCLES TO THE STAGING AREA AND TRUCK BY-PASS ONLY, AS PERMITTED VIA ORDINANCE 2011-04?” **Yes 191 (47 percent) No 218 (53 percent)**

Lake City 2015 Special Election:

Question 2:

Shall the Town of Lake City allow the use of OHVs (as defined in Colorado Revised Statute § 33-14.5-101) on public roads within Town on a pilot project basis for the summer of 2016 (Memorial Day Weekend through September 30th)?

**Yes 132 (62 percent) No 81 (38 percent)**

Question 3:

Shall the Town of Lake City allow the use of OHVs (as defined in Colorado Revised Statute § 33-14.5-101) on public roads within Town on a permanent basis and repeal Ordinance 2008-03, which prohibits the use and operation of OHVs on the streets, highways, alleyways, and other public thoroughfares of the Town of Lake City? **Yes 120 (55 percent) No 96**

**(45 percent)**

# Recommendation

To: Board of Trustees  
From: Planning Commission  
Date: 1/12/16  
Re: Marijuana Locations

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The Planning Commission held their regular monthly meeting on January 12 at 5:30 PM. Commissioner Grossman moved and Commissioner Freer seconded to recommend the following to the Board of Trustees:

Throughout the past year, the Planning and Zoning Commission has been considering properties for various retail marijuana uses in the city limits of Creede according to federal distance regulations as well as zoning and comprehensive plan considerations as tasked by the Board of Trustees. The Commission found that the few properties that fall outside the 1000-foot distance requirements were inappropriate and/or unavailable for this type of commercial development at this time. Therefore, the Planning & Zoning Commission does not recommend any properties inside the city limits at this time. The Commission also recommends that, should substantial redevelopment of these properties occur in the future that renders the property more appropriate for this type of development, the Board of Trustees revisit consideration of these properties for retail marijuana use. The Commission also recommends that, should industrial development occur on the floodplain in the future, the Board of Trustees revisit consideration of these properties for retail marijuana use.

There were three yes votes and one no vote (Vita). Commission Chair Jordan declared the motion carried.

**From:** [mountain lion](#)  
**To:** [Clyde Dooley](#); [Randi Snead](#)  
**Subject:** Fw: Here is the info requested  
**Date:** Tuesday, January 12, 2016 4:06:45 PM  
**Attachments:** [Ordinance No. 2015-01.pdf](#)  
[Ordinance No. 2014-02.pdf](#)

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Marijuana info from lake city ballot questions...

i propose the same for our arpil ballot.

- eric g.

----- Forwarded Message -----

**From:** Michael Murphy [REDACTED] m>

**To:** 'mountain lion' [REDACTED]

**Sent:** Friday, January 23, 2015 10:34 AM

**Subject:** Here is the info requested

**TOWN OF LAKE CITY, COLORADO  
ORDINANCE NO. 2014-2**

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE TOWN OF LAKE CITY, COLORADO, AT THE GENERAL ELECTION OF NOVEMBER 4, 2014, FOUR QUESTIONS REGARDING WHETHER TO ALLOW RETAIL MARIJUANA STORES, RETAIL MARIJUANA CULTIVATION FACILITIES, RETAIL MARIJUANA PRODUCTS MANUFACTURING, AND RETAIL MARIJUANA TESTING FACILITIES WITHIN THE TOWN.

WHEREAS, in the November 2012 general election, the voters of the State of Colorado approved Amendment 64 to the Colorado Constitution (Article 18, Section 16);

WHEREAS, Amendment 64 and subsequently adopted State legislation, C.R.S. § 12-43.4-101 et seq. (Colorado Retail Marijuana Code), authorizes and regulates the sale of retail marijuana in the State of Colorado;

WHEREAS Amendment 64 permits the Town of Lake City to submit to its registered electors at a general election in an even-numbered year the questions of whether to permit the operation of retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing, and retail marijuana testing facilities; and

WHEREAS, the Board of Trustees of the Town of Lake City, desires to submit to the registered electors four separate ballot questions concerning the retail facilities established by Amendment 64.

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Lake City, Colorado, as follows:

Section 1:

The following Ballot Questions shall be submitted to a vote of the registered electors of the Town of Lake City at the coordinated election to be held on November 4, 2014:

Retail Marijuana Store Question:

Shall the establishment and operation of retail marijuana stores be permitted in the Town of Lake City, Colorado subject to the requirements of the Colorado Retail Marijuana Code and the regulations to be adopted by the Town of Lake City?

Yes \_\_\_\_\_

No \_\_\_\_\_

Retail Marijuana Cultivation Facilities Question:

Shall the establishment and operation of retail marijuana cultivation facilities be permitted in the Town of Lake City, Colorado subject to the requirements of the Colorado Retail Marijuana Code and the regulations to be adopted by the Town of Lake City?

Yes \_\_\_\_\_

No \_\_\_\_\_

Retail Marijuana Products Manufacturing Question:

Shall the establishment and operation of retail marijuana products manufacturing be permitted in the Town of Lake City, Colorado subject to the requirements of the Colorado Retail Marijuana Code and the regulations to be adopted by the Town of Lake City?

Yes \_\_\_\_\_

No \_\_\_\_\_

Retail Marijuana Testing Facilities Question:

Shall the establishment and operation of retail marijuana testing facilities be permitted in the Town of Lake City, Colorado subject to the requirements of the Colorado Retail Marijuana Code and the regulations to be adopted by the Town of Lake City?

Yes \_\_\_\_\_

No \_\_\_\_\_

Section 2. Submission of the above Ballot Questions to the Town's registered electors at the November 4, 2014 coordinated election shall constitute a municipal special election. The Hinsdale County Clerk and Recorder shall be the coordinated election official and shall conduct the election including the above ballot question on behalf of the Town of Lake City. The Town of Lake City shall enter into an agreement with the Hinsdale County Clerk and Recorder concerning the conduct and cost of the coordinate election. The Lake City Clerk is hereby appointed as the designated election official who shall assist the coordinate election official in the manner provided by law.

Section 3. The officers and employees of the Town are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance.

Section 4. The provisions of this Ordinance and the questions authorized to be submitted to the registered electors are hereby declared to be severable. If any portion of this Ordinance or the questions shall be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provisions of such Ordinance or question.

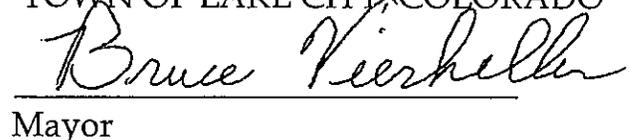
INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Lake City, Colorado, this 19<sup>th</sup> day of March, 2014.

ATTEST

Town Clerk



TOWN OF LAKE CITY, COLORADO



Mayor

**TOWN OF LAKE CITY, COLORADO  
ORDINANCE NO. 2015-01**

AN ORDINANCE OF THE TOWN OF LAKE CITY AMENDING CHAPTER 15, ZONING REGULATIONS, OF THE TOWN OF LAKE CITY MUNICIPAL CODE, SPECIFICALLY SECTION 15.8-13, SUPPLEMENTARY REGULATIONS, TO PROHIBT RETAIL MARIJUANA FACILITIES.

WHEREAS, on November 6, 2012, the voters of the State of Colorado approved Amendment 64, which allows in part for the retail sale and cultivation of marijuana in the State of Colorado;

WHEREAS, Amendment 64 authorizes the Board of Trustees of the Town of Lake City (Board of Trustees) to refer to the registered electors of the Town ballot questions regarding whether retail marijuana facilities should be permitted within the Town;

WHEREAS, the Board of Trustees referred four questions concerning retail marijuana facilities to the registered electors of the Town at the November 4, 2014 election pursuant to Ordinance No. 2014-02;

WHEREAS, the registered electors of the Town of Lake City voted 168 to 108 against permitting retail marijuana stores in the Town;

WHEREAS, the registered electors of the Town of Lake City voted 172 to 108 against permitting retail marijuana cultivation in the Town;

WHEREAS, the registered electors of the Town of Lake City voted 173 to 107 against permitting retail marijuana testing businesses in the Town;

WHEREAS, the registered electors of the Town of Lake City voted 176 to 104 against permitting retail marijuana products manufacturing businesses in the Town;

WHEREAS, the Town desires to codify the votes of its registered electors through this ordinance and amend its Code accordingly.

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Lake City, Colorado, as follows:

**SECTION 1. INCORPORATION OF RECITALS**

The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Board of Trustees.

**SECTION 2. AMENDMENTS TO THE CODE**

Section 15.8-13 is amended to add the following subsection:

**E. CERTAIN RETAIL MARIJUANA FACILITIES PROHIBITED**

It is unlawful for any person to operate, cause to be operated, or permit to be operated, any retail marijuana store, retail marijuana cultivation facility, retail marijuana testing facility, or retail marijuana product manufacturing facility within the Town limits, or within any area hereinafter annexed to the Town.

**SECTION 3. SAVINGS CLAUSE**

The amendment of the Town of Lake City Code by this ordinance shall not affect any offense or act committed, any penalty incurred, any contract, right or duty established or accruing before the effective date of this ordinance.

**SECTION 4. SEVERABILITY**

If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**SECTION 5. EFFECTIVE DATE**

This ordinance shall become effective on the thirty-first day following publication, pursuant to COLO. REVISED STATUTES § 31-16-105.

INTRODUCED AND ADOPTED by the Board of Trustees of the Town of Lake City, Colorado, this 7<sup>th</sup> day of January, 2015.

TOWN OF LAKE CITY, COLORADO

By Bruce Vierheller  
Bruce Vierheller, Mayor

ATTEST:

Deborah Bendinelli  
Deborah Bendinelli, Town Clerk

I, Deborah Bendinelli, certify and attest that Ordinance 2015-01 was introduced and adopted by the Board of Trustees for the Town of Lake City at the regular meeting on the 7<sup>th</sup> day of January, 2015. Said ordinance ordered to be published in *The Silver World* on January 9, 2015.

## Front End Loader

Year	CAT Model	Term	Sale Price	Finance Price	Mo. Pay	Balloon	Interest Rate	Mo. Ins	Mo Pay w/Ins	Bucket	Annual Hours
2016	930M	60	167,500	167,800	1,965.02	69,200	3.20	200.15	2,165.17	2.7 CY	500
2016	930M	36	167,500	167,800	2,551.79	88,400	3.20	190.37	2,742.16	2.7 CY	500
2016	930M	24	167,500	167,800	3,270.83	97,920	3.20	185.60	3,456.43	2.7 CY	500

Rep. Kyle Ellis is in Alamosa, Mechanics in Monte Vista & South Fork [recommends 60 term]

Mineral County leases from Wagner

Government program - Non-Appropriation of Funds - indemnifying future boards

I'm getting opinion/quote from CIRSA on insurance [this one seems expensive] *CIRSA COVERS*

Waiting for answer on attaching V-Plow

Is 930 M too big?

Ask Dannie if bucket is too small [guys likes bigger for snow]

Kyle didn't mention Equity -- I'll ask



Year	DEERE Model	Term	Sale Price	Finance Price	Mo. Pay	Residual	Interest Rate	Mo. Ins	Mo Pay w/Ins	Bucket	Annual Hours	Equity
2015	924	24	165,009	165,359	1,846.91	133,475				3.5 CY	1000	21,525
2015	924	36	165,009	165,359	1,784.70	118,877					1000	

Rep. Sam Loughman is in Durango, need to ask about mechanics [recommends 24 term]

Government program - Non-Appropriation of Funds - indemnifying future boards

I'm getting opinion/quote from CIRSA on insurance [this one seems expensive]

Waiting for answer on attaching V-Plow

Ask Danie his opinion on Deere versus CAT

Equity is difference between Trade In and Residual value and applied towards next lease