

REGULAR MEETING

- I. CALL TO ORDER
  
- II. ROLL CALL
  
- III. REVIEW AGENDA
  
- IV. CONSENT AGENDA
  - a. Approve/Disapprove December 1 & December 15, 2015 Minutes
  - b. Review/Consent of December 2015 Check Detail Report
  - c. Approve/Disapprove January 5, 2016 Unpaid Bills Report [Available 1/5/16]
  - d. Approve/Disapprove Private Event Permit – Creede Athletics 1/16/15-1/17/15
  
- V. REPORTS & PRESENTATIONS
  - a. Public Works Report – Ben Davis (verbal)
  - b. Recreation Report – Heather DeLonga (verbal)
  - c. LWCRCo Report – Eric Grossman (verbal)
  - d. Mayor’s Report – Eric Grossman (verbal)
  - e. Written Reports (Recreation, BI) - **Read ONLY**
  
- VI. OLD BUSINESS
  - a. Review MDS Sale Draft Ordinance
  - b. Schedule a Public Hearing February 2, 2016
  - c. Approve/Disapprove Resolution 2016-02 Accepting Water Line Construction
  - d. Discuss/Approve/Disapprove Flume Repair Design
  - e. Discuss/Approve/Disapprove Gym Lease Draft
  
- VII. NEW BUSINESS
  - a. Discuss/Approve/Disapprove Emergency Management Agreement
  - b. Discuss Adding OHV/ATV Question to April Ballot
  
- VIII. MANAGERS REPORT
  
- IX. ADJOURN

POSTED 12/31/15

---

OPEN TO THE PUBLIC

**BOARD OF TRUSTEES**  
**CITY OF CREEDE, COLORADO - A TOWN**  
**December 1, 2015**

REGULAR MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:31 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT:           Lori Dooley, Kay Wyley, Catherine Kim, Eric Grossman, Teresa Wall,  
Frank Freer, Dana Brink

Mayor Grossman, presiding, declared a quorum present.

Those members of staff also present were as follows:

Clyde Dooley, Manager  
Randi Snead, Clerk/Treasurer

REVIEW AGENDA

Rescheduling the City-County joint work session was added under the consent agenda item d. Trustee Wall moved and Trustee Brink seconded to approve the agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

CONSENT AGENDA

The consent agenda contained the following items:

- a. Approve/Disapprove November 3, 2015 Minutes
- b. Review/Consent of October 2015 Check Detail Report
- c. Approve/Disapprove December 1, 2015 Unpaid Bills Report
- d. Reschedule City-County Work Session

A correction was made to the November 3, 2015 minutes. The City-County Work Session was rescheduled to Tuesday, December 8, 2015 at 6 p.m. Trustee Wyley moved and Trustee Wall seconded to approve the consent agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

REPORTS AND PRESENTATIONS

PUBLIC WORKS REPORT

Public Works Director, Ben Davis reported on the following items:

- The crew is working through some challenges with the V-Plow acquired last year.
- Ben is working with the new Recreation staff on various projects.
- There hasn't been any issues with water or wastewater this month.

PARKS & RECREATION REPORT

Parks & Recreation Director, Heather DeLonga reported on the following items:

- Many winter activities are being planned including a holiday movie marathon, cross country skiing and snowshoeing trips, ski days, and open ice time.
- Heather is acquiring quotes for some building updates on the gym including a fire alarm system and working with the public works crew to help.
- She has been following up with the USDA, El Pomar, and Mineral County for funding opportunities.
- She provided the board with a written report on the gym and Silver Ice Park.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the LWCRCo rescheduled their meeting to next week and that they are working on budget approval. He added that the Willow Creek Restoration Company's regular meeting will begin at 11 p.m. instead of 1 p.m. this month.

MAYOR GROSSMAN'S REPORT

Mayor Grossman reported on the following items:

- A marijuana measure failed in South Fork.
- He met with the mayor and the city manager of South Fork as they become more politically engaged. He would like to arrange for the Creede and South Fork town board to meet.
- The Superfund tour with Silverton community members went well.
- A developer approached the mayor to find out more about community housing and he referred them to the USDA.
- Adams State University will be adding a Masters in Public Administration thanks to a committee that he participated in.
- He will be attending a regular CML Board Meeting on December 11<sup>th</sup>.
- He will be meeting with Governor Hickenlooper, Senator Gardener, Congressman Tipton, and Senator Bennet on December 16<sup>th</sup> and offered to relay any messages to them.

#### WRITTEN REPORTS

Written reports were received and filed from Recreation and the Building Inspector.

#### PUBLIC HEARINGS AND RELATED BUSINESS

##### APPROVE/DISAPPROVE ORDINANCE 392 AMENDING CREEDE MUNICIPAL CODE REGARDING ELECTIONS

Mayor Grossman opened the public hearing to consider the ordinance. No one voiced support or opposition, and no correspondence regarding the ordinance had been received. Mayor Grossman closed the public hearing. Trustee Wall moved and Trustee Dooley seconded to approve Ordinance 392 Amending Creede Municipal Code Regarding Elections. The vote was unanimous. Mayor Grossman declared the motion carried.

#### OLD BUSINESS

##### APPROVE & ACCEPT CREEDE SOURCE WATER PROTECTION PLAN

A correction was made to the cumulative pumping rate on Table 4 on page 18. Trustee Wyley moved and Trustee Wall seconded to approve the Creede Source Water Protection Plan. The vote was unanimous. Mayor Grossman declared the motion carried.

#### NEW BUSINESS

##### APPROVE/DISAPPROVE RESOLUTION 2015-09 ADOPTING AND APPROPRIATING THE 2016 BUDGET

Trustee Wall moved and Trustee Dooley seconded to approve Resolution 2015-09 Adopting and Appropriating the 2016 Budget as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

##### APPROVE/DISAPPROVE RESOLUTION 2015-10 2016 MILL LEVY

Trustee Dooley moved and Trustee Wall seconded to approve Resolution 2015-10 2016 Mill Levy as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

##### APPROVE/DISAPPROVE RESOLUTION 2015-11 ADOPTING AND APPROPRIATING 2015 REVISED BUDGET

Trustee Dooley moved and Trustee Wyley seconded to approve Resolution 2015-11 Adopting and Appropriating 2015 Revised Budget as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

##### APPROVE/DISAPPROVE RESOLUTION 2015-12 AUTHORIZING MAIL BALLOT ELECTION

Trustee Wall moved and Trustee Dooley seconded to approve Resolution 2015012 Authorizing a Mail Ballot Election. The vote was unanimous. Mayor Grossman declared the motion carried.

##### APPROVE/DISAPPROVE RESOLUTION 2016-01 ANNUAL DESIGNATIONS AND 2016 FEE SCHEDULES

Trustee Brink moved and Trustee Wall seconded to approve Resolution 2016-01 Annual Designations and 2016 Fee Schedules. The vote was unanimous. Mayor Grossman declared the motion carried.

PLANNING & ZONING COMMISSION - BOARD MEMBER RESIGNATION

Trustee Wyley offered to resign from the Planning & Zoning Commission. Trustee Dooley moved and Trustee Wall seconded to accept Wyley's resignation from Planning & Zoning. There were five yes votes and one abstention (Wyley). Mayor Grossman declared the motion carried.

MANAGER'S REPORT

**210 La Garita Easement Agreement:** The Easement Agreement was tabled until more information is received.

**MDS / Recycle Creede Building:** John and Mel Graham from Muley's Disposal Service and Cary Bush from Recycle Creede were available to discuss the Recycle Creede Building on city property. All parties were in agreement that it would be most beneficial for MDS to acquire the building and the land. An appraisal, a bid process, and a price will be further discussed at the upcoming work sessions December 15, 2015.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee Wall moved and Trustee Wyley seconded that the meeting be adjourned at 6:40 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

**BOARD OF TRUSTEES  
CITY OF CREEDE, COLORADO - A TOWN  
December 15, 2015**

SPECIAL MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:30 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Kay Wyley, Catherine Kim, Eric Grossman, Teresa Wall

TRUSTEES ABSENT: Lori Dooley

Mayor Grossman, presiding, declared a quorum present.

Those members of staff also present were as follows:

Clyde Dooley, Town Manager

Randi Snead, Clerk/Treasurer

REVIEW AGENDA

---

Trustee Wall moved and Trustee Wyley seconded to approve the agenda as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

NEW BUSINESS

---

APPROVE/DISAPPROVE RESOLUTION 2015-13 APPROVING AN MOU - CITY OF CREEDE,  
RECYCLE CREEDE, INC. & MULEY'S DISPOSAL SERVICE

Muley's Disposal Service was corrected to Muley's Disposal Service, LLC and "2016" was added after January and February in paragraph four of the document. Trustee Brink moved and Trustee Wall seconded to approve Resolution 2015-13 Approving a Memorandum of Understanding Between the City of Creede, Muley's Disposal Service, and Recycle Creede, Inc. as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

ADJOURN

---

There being no further business to come before the Board of Trustees at this time, Trustee Wall moved and Trustee Brink seconded that the meeting be adjourned at 5:39 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

**CITY OF CREEDE; A COLORADO TOWN**  
**Monthly Check Detail**  
**December 2015**

Type	Date	Num	Name	Memo	Amount
<b>Dec 15</b>					
Bill Pmt -C...	12/08/2015	8787	Creede Community Foundation	Fiscal Sponsorhip Mainstreet Expenses/...	-1,004.33
Bill Pmt -C...	12/08/2015	8788	Downtown Colorado, Inc.	Community Assessment Reimbursable ...	-595.67
Bill Pmt -C...	12/08/2015	8789	Express Toll	DeLonga Travel Cost-Tollway Charge	-6.30
Bill Pmt -C...	12/08/2015	8790	Kentucky Belle Market	Nov Charges/Acct. #15 Tax Exempt	-111.22
Bill Pmt -C...	12/08/2015	8791	Merrick & Company	Engineering Charges	-504.78
Bill Pmt -C...	12/08/2015	8792	Mineral County Clerk and Recor...	Recording Fee/Gym Docs	-38.00
Bill Pmt -C...	12/08/2015	8793	Monte Vista Cooperative	Monthly Propane Charges	-1,383.64
Bill Pmt -C...	12/08/2015	8794	Muleys Disposal Service	December Trash Svcs/Accts 116, 1197, ...	-205.42
Bill Pmt -C...	12/08/2015	8795	Oceans & Rivers, LLC	Nov Fuel Charges	-589.52
Bill Pmt -C...	12/08/2015	8796	Quill Corporation	Office Supply	-102.45
Bill Pmt -C...	12/08/2015	8797	Rocky Mountain Home Health S...	722880/First Aid Kit Supplies Gym	-481.74
Bill Pmt -C...	12/08/2015	8798	Simply Broadband Solutions	34395/Broadband Installation & Service ...	-205.00
Bill Pmt -C...	12/08/2015	8799	Tomkins Hardware & Lumber	Account 580 Monthly Charges	-242.05
Bill Pmt -C...	12/08/2015	8800	Valley Imaging Products, LLC	Monthly Service Agreement	-60.00
Bill Pmt -C...	12/08/2015	8801	Warehouse-Lighting	Hockey Lighting Per Clyde/H. DeLonga	-2,904.04
Liability Ch...	12/14/2015	AFL...	AFLAC	BJB74	-179.42
Bill Pmt -C...	12/14/2015	8815	CenturyLink	300794472/Oct	-266.29
Bill Pmt -C...	12/14/2015	8816	Creede Community Center	Recreation Movie Night Use	-42.00
Bill Pmt -C...	12/14/2015	8817	Davis Engineering Service, Inc.	Printing Copies	-24.00
Bill Pmt -C...	12/14/2015	8818	Kelvin Walker	Contract Labor/5.5 hours @ \$15.00/hour	-82.50
Bill Pmt -C...	12/14/2015	8819	San Luis Valley Council of Gove...	2016 SLVCOG Dues	-723.00
Paycheck	12/15/2015	8802	Benjamin J Davis		-1,221.24
Paycheck	12/15/2015	8803	Catherine Kim		-153.92
Paycheck	12/15/2015	8805	Donald L Braley		-612.03
Paycheck	12/15/2015	8807	Eric R Grossman		-218.85
Paycheck	12/15/2015	8809	Lori G. Dooley		-153.92
Paycheck	12/15/2015	8810	Merolyn K Wyley		-153.92
Paycheck	12/15/2015	8813	Scott W Leggitt		-988.14
Paycheck	12/15/2015	8814	Teresa Wall		-153.92
Paycheck	12/15/2015	8804	Clyde E Dooley		-1,757.03
Paycheck	12/15/2015	8806	Eloise T Hooper		-527.79
Paycheck	12/15/2015	8808	Heather W DeLonga		-827.99
Paycheck	12/15/2015	8811	Randi L Snead		-1,349.08
Paycheck	12/15/2015	8812	Robert B Schlough		-1,114.25
Paycheck	12/15/2015	8820	Dana D Brink		-153.92
Paycheck	12/15/2015	8821	Frank Freer		-153.92
Liability Ch...	12/15/2015	941-...	United States Treasury	84-6000575	-3,181.22
Bill Pmt -C...	12/17/2015	8822	VISA		-565.71
Liability Ch...	12/21/2015	CC...	GWRS (CCOERA)	98721-01/1220	-517.00
Paycheck	12/31/2015	8823	Benjamin J Davis		-1,338.30
Paycheck	12/31/2015	8824	Clyde E Dooley		-2,740.59
Paycheck	12/31/2015	8825	Donald L Braley		-559.15
Paycheck	12/31/2015	8828	Randi L Snead		-1,759.44
Paycheck	12/31/2015	8829	Robert B Schlough		-1,510.21
Paycheck	12/31/2015	8830	Scott W Leggitt		-897.74
Paycheck	12/31/2015	8827	Heather W DeLonga		-811.50
Paycheck	12/31/2015	8826	Eloise T Hooper		-527.78
Bill Pmt -C...	12/31/2015	8831	CML	2016 Membership Dues/3% refund if pd ...	-515.00
Bill Pmt -C...	12/31/2015	8832	Creede Chamber of Commerce	Visitor's Guide Annual Advertisement 20...	-260.26
Bill Pmt -C...	12/31/2015	8833	Kelvin Walker	Contract Labor/22 hours @ \$15.00/hour	-330.00
Bill Pmt -C...	12/31/2015	8834	Mineral County Clerk and Recor...	Recording Fee/School Water Docs/Simo...	-468.00
Bill Pmt -C...	12/31/2015	8835	Trinidad State Junior College	DeL/Hooper First Aid	-50.00
Bill Pmt -C...	12/31/2015	8836	Valley Electric, Inc.	25740/Gym Labor & Parts	-434.16
Liability Ch...	12/31/2015	941-...	United States Treasury	84-6000575	-3,910.54
Liability Ch...	12/31/2015	8837	CEBT	City of Creede, 32705SG	-4,390.80
Liability Ch...	12/31/2015	941-...	AFLAC	BJB74	-96.50
Liability Ch...	12/31/2015	CC...	GWRS (CCOERA)	98721-01/1220	-570.40
Liability Ch...	12/31/2015	8838	Colorado Department of Revenue	Garnishment 07-01555	-72.95
Liability Ch...	12/31/2015	8839	Colorado Department of Revenue	CO WH 07-01555	-2,352.00
Liability Adj...	12/31/2015			Adjust to eliminate 11.5k rule	184.90
Liability Ch...	12/31/2015	8840	Colorado State Treasurer	133001-00-6-001	-215.40

**Dec 15**

**-47,181.04**

**8822**

**12/17/2015**

**VISA**

Postage	11/19/2015	General Office Postage	-98.00
Rec Postage	11/25/2015	Recreation Fudraising Postage	-49.00
Rec Supplies	11/25/2015	Rec Supplies	-4.54
Rec Supplies	12/01/2015	Rec Supplies	-50.98
Rec TV	12/07/2015	Rec Supplies	-177.99
Office Supply	12/17/2015	Printer & Cartridges Rec/PW	-185.20

**TOTAL**

**-565.71**

# Water and Sewer Fund Monthly Check Detail December 2015

Type	Date	Num	Name	Memo	Amount
<b>Dec 15</b>					
Bill Pmt -Check	12/31/2015	3164	Accutest Mountain ...	DZ-70241/Misc Metals	-148.50
Bill Pmt -Check	12/31/2015	3165	City of Creede	December 2015 Salary Reimbursement	-12,845.20
Bill Pmt -Check	12/31/2015	3166	DPC Industries, Inc.	DE73000941-15/Chlorine	-36.00
Bill Pmt -Check	12/31/2015	3167	Sangre De Cristo L...	Testing Costs	-540.00
Bill Pmt -Check	12/15/2015	3163	VISA		-593.34
Bill Pmt -Check	12/14/2015	3160	Accutest Mountain ...	DZ-70154/Biochem/TSS	-194.50
Bill Pmt -Check	12/14/2015	3161	CenturyLink	300794269/Nov	-106.95
Bill Pmt -Check	12/14/2015	3162	Sangre De Cristo L...	Testing Costs	-174.00
Bill Pmt -Check	12/08/2015	3153	Monte Vista Co-op	Nov Charges/Water Tank	-70.76
Bill Pmt -Check	12/08/2015	3154	Moses, Wittermyer, ...	11620/November Legal Services	-120.00
Bill Pmt -Check	12/08/2015	3155	Sangre De Cristo L...	Testing Costs	-320.00
Bill Pmt -Check	12/08/2015	3156	Southern Colorado ...	1174/Nov Water Contract	-100.00
Bill Pmt -Check	12/08/2015	3157	Tomkins Hardware ...	Tomkins Charges	-4.29
Bill Pmt -Check	12/08/2015	3158	UNCC	November RTL Transmissions (7) I#2...	-10.01
Bill Pmt -Check	12/08/2015	3159	USDA Forest Service	BF020904T0008/Water Tank Easem...	-1,642.24
<b>Dec 15</b>					<b>-16,905.79</b>

Type	Num	Date	Name	Memo	Amount
<b>Bill Pmt -Check</b>	<b>3163</b>	<b>12/15/2015</b>	<b>VISA</b>		
Bill	Water Cert Schlough	11/06/2015	Schlough Water Certification		-60.00
Bill	Sewer Cert Davis	11/06/2015	Wastewater Operator Certification Davis		-85.00
Bill	Shipping Adjust	11/06/2015	Wastewater Testing Shipping Adjustment		-24.63
Bill	Water Shipping	11/16/2015	Water Testing Shipping		-11.63
Bill	Stamps	11/19/2015	UBS/Gen Office Postage		-238.00
Bill	857621	11/19/2015	Wastewater Weekly		-11.63
Bill	906030	11/19/2015	Wastewater Shipping Costs		-57.68
Bill	WW Samples	11/19/2015	Wastewater Testing Shipping		-81.51
Bill	122050	11/30/2015	Water Testing Shipping		-11.63
Bill	250831	12/10/2015	Water Testing Shipping		-11.63
<b>TOTAL</b>					<b>-593.34</b>

Town Board of Trustees  
January 5, 2016  
Eloise Hooper

Right after Thanksgiving I took advantage of sales and purchased a 32" TV , a blue-ray player, and an HDMI to RCA converter. At Game Night I have 2 TVs so that many youth can play the X-Box games. The TV that was purchased is so my son, Matthew, doesn't have to keep loaning me his 10 year old TV. Many of the movies I borrow for Movie Night are blue-ray only, so I needed a blue-ray player and a converter that allows the player to be hooked up to the old TV at the Community Center.

Renaissance Kids had 16 youth making pine cone decorations and decorating popcorn balls to look like Christmas balls. One of the youth was only 4 years old, so the mother stayed to help. While I envisioned the kids making Christmas pine cone decorations to sit on a table or hang on a door, some imaginations ran in the direction of pine cone people and animals. No matter what they made the kids ended up happy and sticky from glue and popcorn ball decorations.

The School Holiday Program was held December 14 to a packed gym. Rec supplied some of the costumes and props for the program. The students also made ornaments that were handed out during the last song of the program. Rec also had an Elementary Art Show of some of the students art work. Parents, relatives and friends were especially impressed with the 4<sup>th</sup> & 5<sup>th</sup> grades paper sculptures that were put together without using any tape, glue or staples.

My fundraising letter was very successful this year. The donations paid for the new equipment for Movie/ Game Night. I am expanding both the Movie/ Game Night and Science Camp next year so the donations will be used to buy supplies for those programs as well as support the Arts in the School program and other programs.

---

Building Inspector's report for December:

Too Cold to do anything.....not really

Checked on all past permits and finalized those that were completed, did foundation inspections on one brave soul pouring concrete in December, inspected several projects that are in process, Looked at state barn project in which they said they did not need a permit. (I would not have passed their concrete work)

Thank you

Ramona

**CITY OF CREEDE, COLORADO  
ORDINANCE NO. \_\_\_\_**

**ORDINANCE AUTHORIZING THE SALE AND TRANSFER  
OF CITY OWNED PROPERTY**

**WHEREAS**, Colorado Revised Statute §31-15-713(1)(b) authorizes the City of Creede (“City”) to dispose of municipally owned property upon such terms and conditions as the Board of Trustees deems appropriate; and

**WHEREAS**, Muley’s Disposal Service (“Owner”), desires to purchase certain property owned by the City of Creede (as described in Exhibit A: Quit Claim Deed to Attachment A: Contract for Purchase and Sale of Real Property, hereinafter referred to as “Property”); and

**WHEREAS**, at a regularly scheduled Board of Trustees meeting on January 5, 2016, the Trustees discussed, considered and decided to negotiate the sale with MDS to be fair market value as determined in a manner mutually acceptable by both City and Owner, without benefit of an appraisal; and

**WHEREAS**, at the same meeting the Board of Trustees decided, that since the property was going to continue being used for the same public purpose [recycling activities] it was in the best interests of the City of Creede and its citizens not to put this sale out to bid; and

**WHEREAS**, at a regularly scheduled Board of Trustees meeting on February 2, 2016, in open session, the Trustees discussed and decided, by motion with a majority voting in favor, to sell the Property to Muley’s Disposal Service for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) subject to the Reservation of the Right of First Refusal to Repurchase the Property; and

**WHEREAS**, the Board of Trustees has determined that the sale of the Property is in the best interests of the City of Creede and its citizens because the sale of the Property will promote the ownership and investment in a private business that provides necessary and beneficial services and materials for the convenience of residents and property owners in and around the City of Creede, and will benefit the City of Creede’s economy, and that the sale of Property is on equitable and fair terms which will promote the health, safety and general welfare of the Creede community.

**NOW, THEREFORE, BE IT ORDAINED**, by the Board of Trustees of the City of Creede, a Colorado Town the following:

**Section 1.**     **Recitals Incorporated.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board of Trustees.

**Section 2.**     **Sale of Property Authorized.** The Town Board hereby approves the sale of the Property to Muley’s Disposal Service for the sum of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_) in accordance with the terms of the Contract for Purchase and Sale of Real Estate attached as **Attachment A: Contract for Purchase and Sale of Real Estate**, which sale shall be subject to

the Reservation of a Right of First Refusal to Repurchase the Property should it cease to be utilized for recycling activities. The Mayor and the City Clerk are hereby authorized to execute the Contract for Purchase and Sale of Real Estate and the Quit Claim Deed with a Reservation of a Right of First Refusal in substantially the form as set forth in **Attachment A: Contract for Purchase and Sale of Real Estate**, provided that such authorization shall be subject to the following conditions:

- A. The closing of the sale of the Property and execution of documents shall not occur prior to the closing of the sale of the structure between Recycle Creede Inc. and Muley's Disposal Service.

**Section 3. Posting and Publication.** The City Clerk is hereby ordered to post a copy of this Ordinance in full at the Creede Town Hall and to publish this Ordinance by title only as soon as practical.

**Section 4. Effective Date.** This Ordinance shall take effect thirty days after publication of this Ordinance by title only in accordance with C.R.S. §31-16-105.

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

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, ON February 2, 2016.**

By: \_\_\_\_\_  
Eric Grossman, Mayor

Attest: \_\_\_\_\_  
Randi Snead, City Clerk

## ATTACHMENT A: CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

### CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

1. **PARTIES.** This Contract for Purchase and Sale of Real Estate (“Contract”) is entered into between the City of Creede, a Colorado statutory town (“Seller” or “City”) and Muley’s Disposal Service, whose legal address is PO Box Creede, CO 81130 (“Buyer”).
2. **PROPERTY DESCRIPTION.** The Seller is selling and the Buyer is purchasing the property as described in **Exhibit A: Form of Quit Claim Deed** attached hereto (“Property”).
3. **PURCHASE PRICE.** The purchase price and consideration for the sale of the Property is \_\_\_\_\_ THOUSAND DOLLARS (\$\_\_\_\_,000.00). The purchase price shall be payable at the closing of the Property and at the time of transfer of the Property to the Buyer.
4. **DEFAULT AND REMEDIES.** In the event of default by Buyer or by Seller, the non-defaulting party may terminate this Contract and shall have the right to receive back all things of value tendered. Neither the Buyer nor the Seller shall have any right of specific performance against the other party.
5. **POSSESSION AND WARRANTIES.** The Seller makes no warranties or representations concerning any improvements on the Property. Buyer agrees that the Property is sold “as is.” Buyer agrees that it is the Buyer’s obligation to make a thorough inspection of the Property to determine the condition of Property. Furthermore, Buyer acknowledges that Buyer has occupied and continues to occupy the Property and thereby releases the Seller from any obligation to disclose conditions of the Property.
6. **CONVEYANCE BY QUIT CLAIM DEED.** Seller shall convey the Property at Closing by Quit Claim Deed to the Buyer in the form attached hereto as **Exhibit A: Form of Quit Claim Deed**.
7. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party. This Contract shall be binding upon the successors in interest or heirs of either party.
8. **CLOSING.** Closing shall be scheduled for a time and place mutually acceptable to Buyer and Seller on or before February 31, 2016. All Closing costs (including copies, mailings, delivery, and recording fees) shall be paid ½ by Buyer and ½ by Seller at Closing, provided that Closing costs shall not exceed \$1,000.00 total. Each party shall pay their own attorney’s fees. All taxes including but not limited to real property, personal property, sales and excise tax, shall be paid by Buyer.
9. **TITLE INSURANCE.** Seller is not providing any title insurance with the sale and purchase of the Property.
10. **LEGAL REPRESENTATION.** Buyer and Seller acknowledge and understand that this Contract has numerous legal provisions and that both Buyer and Seller are advised to obtain independent legal representation to review this Contract and advise them as to their

**ATTACHMENT A: CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE**

respective rights and obligations hereunder. Furthermore, Buyer and Seller acknowledge that this Contract is not in a form approved by the Colorado Real Estate Commission.

**11. ORDINANCE NO. \_\_\_\_.** Buyer acknowledges this Contract is subject to the terms and conditions set forth in Ordinance No. \_\_\_\_.

**12. SIGNATURES.** The Buyer and Seller represent that they are authorized to execute this Contract and hereby provide their signatures as follows:

**SELLER: City of Creede, a Colorado Town**

By: \_\_\_\_\_  
Eric Grossman, Mayor

Attest: \_\_\_\_\_  
Randi Snead, City Clerk

**BUYER: Muley's Disposal Service**

By: \_\_\_\_\_  
Jonathan Graham



## **Exhibit A: FORM OF QUIT CLAIM DEED**

### **Exhibit QC-1: Legal Description of Property**

A parcel of land located within the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 42 North Range 1 West of the N.M.P.M., City of Creede, Mineral County, Colorado being more particularly described by metes and bounds as follows:

All bearings contained herein are based upon the east line of Section 36 from the Southeast Corner of said Section 36 to the East  $\frac{1}{4}$  Corner of said Section 36 having a bearing of N00°57'50"E:

Beginning at the northeast corner of the parcel herein described from whence the East  $\frac{1}{4}$  Corner of Said Section 36 bears N21°27'55"E a distance of 1056.70 feet;

Thence S09°31'24"E a distance of 50.00 feet to the southeast corner of the parcel herein described;

Thence S80°28'36"W a distance of 85.00 feet to the southwest corner of the parcel herein described;

Thence N09°31'24"W a distance of 50.00 feet to the northwest corner of the parcel herein described;

Thence N80°28'36"E a distance of 85.00 feet to the point of beginning containing 4,250 square feet or 0.10 acres more or less.

SUBJECT TO any and all existing easements and/or rights-of-way of whatsoever nature.

## **EXHIBIT A: FORM OF QUIT CLAIM DEED**

### **Exhibit QC-2: Reservation of Right of First Refusal to Repurchase Property**

#### **RIGHT OF FIRST REFUSAL TO REPURCHASE PROPERTY**

This Right of First Refusal to Repurchase Property (“Right of First Refusal”) is reserved to the City of Creede, a Colorado town (“City”), as a reservation in the conveyance of the Property by Quit Claim Deed to Muley’s Disposal Service (“Owner”) and the Right of First Refusal shall be subject to the terms and obligations set forth as follows:

- 1. Grant of Right of First Refusal.** Owner hereby acknowledges the reservation of City’s Right of First Refusal and grants the same to the extent such Right of First Refusal is not reserved, the Right of First Refusal is the exclusive and irrevocable right of the City to repurchase the Property as defined in **Exhibit QC-1: Legal Description of Property**.
- 2. Exercise of Option.** City may exercise the Right of First Refusal at any time the use of the Property as an active recycle facility ceases for sixty (60) consecutive days. Evidence that the Property has ceased to be used as an active recycle facility shall include the failure of the business, or the successors or assigns (“Muley’s Disposal Service”) to be open for retail business to the general public, the failure of Muley’s Disposal Service to pay sales taxes and/or property taxes (if due) to the City of Creede for sixty (60) consecutive days. City shall provide written notice via certified U.S. mail to Owner of City’s election to Repurchase the Property.
- 3. Terms of Repurchase.** Owner shall execute a Quit Claim Deed to the City quit claiming the Owner’s interest in the Property to the City, as described in Exhibit QC-1 within thirty (30) days of the date of determine the Repurchase Price as set forth below. The repurchase price (“Repurchase Price”) shall be fair market value as determined in a manner mutually acceptable to both City and Owner. If City and Owner cannot agree to the manner of determining the fair market value at the time of exercising the Right of First Refusal, then the City and Owner shall each commission appraisals at the own expense and the City and Owner shall consider the average of the two appraisals as the fair market value. If City and Owner cannot agree that the average of the two opinions of appraised value constitutes fair market value, then the City and Owner shall select a mutually agreeable appraiser who shall render an opinion of fair market value that shall be binding on the City and the Owner. City and Owner shall close on the repurchase and conveyance of the Property to the City at a time and place mutually acceptable to the Owner and City, provided that both parties shall exercise reasonable, diligent and good faith efforts to cooperate in all respects related to the Closing. The City and Owner shall each pay one half of the Closing costs. If the City fails to pay the Repurchase Price to Owner upon Owner tendering the Quit Claim deed to the City then this Right of First Refusal shall automatically terminate and have no further force or effect.
- 4. Term:** The Right of First Refusal shall expire on December 31, 2025, and shall thereafter terminate and have no further force or effect.
- 5. Restriction on Encumbrances.** The Owner shall not encumber the Property with mortgages, deeds of trust, liens, easements or other encumbrances without the prior written

**EXHIBIT A: FORM OF QUIT CLAIM DEED**

consent of the City. Owner agrees that any mortgage, deed of trust or other encumbrance placed on the Property shall be subordinate to City’s Right of First Refusal. Owner shall agree to pay all taxes due on the Property. To the extent any mortgage, deed of trust, lien, tax liability or other encumbrance exists on the Property at the time of City exercising the Right of First Refusal, City shall have the absolute right to reduce the Repurchase Price by the amount of such encumbrance.

- 6. Possession.** City shall be entitled to possession of the Property at Closing, including all improvements and fixtures located on the Property and materials stored on the Property at the date and time of Closing.
- 7. Successors and Assigns.** This Right of First Refusal shall be binding on the successors, heirs and assigns of Owner and shall run with and burden the land.
- 8. Governing Law, Venue.** This Right of First Refusal shall be governed by the laws of Colorado. Venue for any dispute shall be in Mineral County, Colorado.
- 9. Default and Remedies.** In the event of a default or breach of this Right of First Refusal by either party, the non-defaulting party shall be entitled to direct damages or specific performance, but shall not be entitled to indirect or consequential damages.
- 10. Attorneys Fees and Costs.** In the event of any legal action between the parties (including successors, heirs or assigns) arising from this Right of First Refusal, the substantially prevailing party shall be entitled to collect and recover reasonable attorney fees and costs.
- 11. Signatures.** The City and Owner represent that they are authorized to execute this Right of First Refusal and hereby provide their signatures as follows:

**SELLER: City of Creede, a Colorado Town**

By: \_\_\_\_\_  
**Eric Grossman, Mayor**

Attest: \_\_\_\_\_  
**Randi Snead, City Clerk**

**BUYER: Muley’s Disposal Service**

By: \_\_\_\_\_  
**Jonathan Graham**



**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 \_\_\_ 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 include utility payments including water, sewer, electricity, heat and propane. O&M Costs also include routine facility maintenance costs including janitorial services, 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. 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. 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 O&M Costs will be mutually agreed to 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 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 Senior Lunch Program run by Tenant shall have priority in the use of this area and Tenant shall be consulted with and must agree to any other use of the leased portion of the premises. Similarly, it is contemplated by this agreement that Tenant may at times wish to use the non-leased portion of the premises if such use does not conflict with Landlord's use of that portion of the 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, fifty percent of such rental fee will be given to tenant as a donation to the Senior Lunch Program.
9. **Equipment Repairs.** Landlord understands that the kitchen equipment included in this lease is vital to the continued operation of the Senior Lunch Program. Landlord will be responsible for and make such repairs to such equipment as reasonably requested by Tenant. This shall include any damage to any equipment caused by third parties allowed to use the leased premises. Should Landlord be unable to make such repairs within a reasonable time (defined as within 48 hours), Tenant may cause such repairs to be made and Landlord agrees to reimburse Tenant for such repairs. If the necessity for any equipment repairs is caused by the negligence of Tenant, then Tenant shall be responsible for the cost of such repairs.
10. **Equipment Replacement.** Should any kitchen equipment become unrepairable, break down too often or become obsolete, Tenant may request that Landlord replace such equipment. The parties will work together to agree on the necessity for such replacement and agree on the type of replacement equipment needed. Should Landlord be unwilling to purchase replacement equipment, Tenant may make such purchase and the parties agree to

mediate the necessity of such replacement. Should Landlord not agree to reimburse the cost of such replacement equipment, then such equipment will remain the property of Tenant and may be removed at the end of the tenancy.

- 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 the equipment located in the leased portion of the premises and liability insurance covering its operation and maintenance of the building and any common areas.
- 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.
- 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. 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 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:

- 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

## Exhibit “A”

# **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

## ATV RESEARCH & INFO

### ATV STATE REGULATION

#### **33-14.5-108 - Off-highway vehicle operation prohibited on streets, roads, and highways.**

(1) No off-highway vehicle may be operated on the public streets, roads, or highways of this state except in the following cases:

(a) When a street, road, or highway is designated open by the state or any agency or political subdivision thereof;

(b) When crossing streets or when crossing roads, highways, or railroad tracks in the manner provided in section 33-14-112;

(c) When traversing a bridge or culvert;

(d) During special off-highway vehicle events lawfully conducted pursuant to the authority granted to local political subdivisions in this article;

(e) During emergency conditions declared by the proper state or local authority;

(f) When local political subdivisions have authorized by ordinance or resolution the establishment of off-highway vehicle routes to permit the operation of off-highway vehicles on city streets or county roads, but no street or road which is part of the state highway system may be so designated;

- During the 2012 legislative session, a bill was proposed that would have automatically allowed registered ATVs on municipal streets in towns under 5,000 unless they prohibited it by ordinance. Larger towns would still have the option of allowing by ordinance. CML opposed the legislation:

[http://www.cml.org/uploadedFiles/CML\\_Site\\_Map\\_Global/Legislative/hb\\_1066.pdf](http://www.cml.org/uploadedFiles/CML_Site_Map_Global/Legislative/hb_1066.pdf)

- State of Colorado (and therefore county clerk's office) does not have a mechanism by which ATVs can become street legal (as with dirt bikes), partially because ATVs are not sold with titles.
- The states of Arizona, Idaho, Indiana, Kansas, Minnesota, Montana, North Dakota and South Dakota allow ATV use on roadways with varied regulations, most via some kind of "street legal" process and many with safety certificate/helmet/age restrictions. Here's more detailed info: <http://wisdotresearch.wi.gov/wp-content/uploads/tsratvlaws1.pdf>

### ATV LOCAL REGULATION

The Forest Service requires that riders be at least 10 years old. Mineral County further requires that riders be at least 16 or under direct supervision.

### COLORADO

ATVs properly licensed as **Motor Vehicles** in & by their home state can legally drive on all town streets and state highways in the 7th Judicial District. (Hinsdale, Ouray, Gunnison, Montrose, San Miguel, and Delta Counties). States recognized are: Arizona, New Mexico, Utah, Wyoming, Montana, and Idaho. All operators must possess a valid drivers license & minimum liability insurance. Must obey all Traffic Laws.

## **BASIC ARGUMENT SYNOPSIS**

### **FOR:**

- Improved access to town and alpine loops for visitors without needing to trailer their ATVs. Enable access to “full loop” on Bachelor and/or Rat Creek.
- Huge draw for ATVers everywhere aside from locals and visitors who already use ATVs in the area... There are actually very few municipalities that allow ATVs on their streets, and most do not boast our scenery or ATV trail access.
- Most local business owners contend that ATV access in town would be great for their businesses.
- Possible reduction in car traffic.
- ATVs get better gas mileage than cars for running errands, etc.
- Local licensing would generate revenue.

### **AGAINST:**

- ATV tires are not manufactured for use on asphalt.
- ATV use on roadways is illegal in CO.
- Allowing ATVs in town could compromise historical, authentic and cultural integrity of downtown.
- Our insurance carrier maintains that they do not recommend skirting State Law.
- Other safety issues of municipal concern are visibility and consequences of excessive speed (by both cars and ATVs)
- Creede currently has no way to enforce additional requirements.
- Significantly noisier traffic for those residences and businesses along Loma.
- ATVs generally generate more air pollution than other vehicles.
- Creede’s narrow geography: there are some safety concerns from Wall Street to the Courthouse, both from a narrow roadway and traffic from Hardware deliveries and alley access.

### **Some Practical Considerations:**

The only available “registration” in Colorado is via Parks & Wildlife and all ATVs are required to acquire it. This process registers the vehicle itself and its owner but does not require insurance or identification (to verify DL). The closest facilities to get these registrations are in South Fork and Lake City.

The County Clerk’s office is unable to process registrations that are beyond state-regulated registrations. Logistically, all that registration would really require from a municipal standpoint is for them to bring in their Parks & Wildlife registrations, proof of insurance, and a driver’s license which could be filed and some sort of sticker or tag issued. This would amount to \$1,000-\$2,000 in setup fees (for some kind of machine or individualized stickers to prevent simple counterfeiting). Additionally, it would incur administrative costs that would vary greatly depending on how many ATVs could be expected annually, but one could reasonably expect that the department responsible would have a hard time carrying out any other tasks during this time. This would, however, leave any additional hardware requirements imposed by the ordinance (i.e., brake lights, turning signals, etc.) up to the honor system unless a person could be trained to inspect for such requirements (add’l cost.) These costs, however, could be at least partially recovered by a registration fee.

One simple way around this is to not require registration and simply stipulate that ATVs are allowed as long as they are at least 16 and carry insurance & Parks & Wildlife registrations. These requirements would then only be checked upon

Another challenge is one of enforcement. Our local law enforcement agency has repeatedly affirmed that it would support an effort to allow ATVs in town, but it is unclear if any regulations would be enforced at that level. Punishments for violating such an ordinance would be difficult to administer.

### **IDEAS/SOLUTIONS?**

If an ordinance allowing ATVs were adopted, many safety and traffic noise concerns could be partly alleviated by reducing the speed limit on all of Loma to 15 mph and/or a limit to daylight hours only.

High-level “Road Legal” licensing is available from other states. This could be required as a way to eliminate licensing concerns.

???

# Manager's Report

To: Mayor and Board of Trustees  
Date: January 5, 2016  
From: Clyde Dooley

## **Gym Lease with County – Direction**

We received a draft of a lease agreement with the County last Thursday and I believe Randi sent it to all of you. I recently learned about the “Older Americans Act” [OAA] and “Administration for Community Living” [ACL] and understand it is responsible for things like the “Senior Lunch Program” including other programs & activities AND funding opportunities. Learning more about these programs and digesting this is an agreement will take some time and imagine the Trustees needing to discuss things further. If we're still shooting for the January 15<sup>th</sup> opening, **I recommend we add this to a work session or special meeting on the 5<sup>th</sup> of this month.**

## **Front-end Loader – Direction**

As most of you've probably heard, our engine in our dump truck equipped with the “V-Plow” blew out the middle of last month. The guys have done a fantastic job of keeping the snow plowed without it, but we need to get the engine replaced as soon as possible. That will likely take longer than we'd like, so the thought of leasing a front-end loader was mentioned.

Attached is a quote we got from Wagner/Cat last week. I don't know if this is a reasonable price or not [I'd really like to pursue a better interest rate] and we need to decide if we want to purchase a front-end loader or look for a short term lease while we're getting the engine in the dump truck replaced.

I was informed the county just sold their used front-end loader to Hinsdale County which would have been a great opportunity, but I guess that's life. If I can find more information on a short term rental/lease before the meeting, I'll provide it at the meeting.

## **Creede Development Code – Direction**

I've attached the same memo I gave you last month for the final steps in getting this ready for your consideration and realized I forgot to ask for your preference. Randi has this listed separately on the agenda and: **I recommend we go with my last paragraph and try to get this approved before we have a new Board of Trustees.**

## **Creede Repertory Theatre Lease – Direction**

As mentioned in last month's report, the Lease agreement we have with CRT expires on the 30<sup>th</sup> day April 2016. How would the Trustees like to proceed with this? I anticipate a busy spring with the development of Rio Grande Ave. and flume discussions, **I recommend sooner rather than the last minute, so I'll add this to our work session on the 19<sup>th</sup>.**

## **Ball Park Restrooms Rehabilitation – Direction**

We got the attached quote from a local contractor we've had work on our restrooms in the past. The quote we got from the hardware for the material was back in September and I've asked Nick if that quote was still good. We didn't put this out for bid because it's a smaller project, but certainly can if the Trustees would like to. This is a long past due project we want to get done before spring.

**Recycle Creede & MDS – update**

We had a very productive discussion at our work session last month and agreed on the terms and conditions. We'll formally approve them tonight and schedule a Public Hearing to consider the ordinance and contract for our February meeting.

**Temporary Modification Sampling Plan – update**

We were successful, and Eric H., did a great job of getting us the Temporary Modification we wanted thru 2018. We're working with CDPHE on a more detailed plan for addressing some concerns they have and I'll keep you informed as we continue.

Eric H. has is continuing to clarify the things CDPHE is looking for and is looking into some grants that may help us with collecting more specific data they're looking for.

**Rio Grande Avenue Replat – update**

Still waiting to hear from Toby and Clay about a schedule for the surveying.

**Flume Rehabilitation – update**

I've not heard anything from Bohannan Huston or the Colorado Water Conservation Board [CWCB] about the hydro study. I'm hoping to hear something after the holidays. One of the realities we have to face is the critical need to patch the various holes along the sides of the flume. I asked Craig if he supported Ron's thoughts of "grout injection's", but haven't received a response yet.

I think once we can see the flume again we'll all agree that we have to start doing some repairs.

**November Finances – FYI**

<u>Budget</u>		<u>YTD</u>
General Fund	20,517	205,256
Capital Improvement Fund	16,665	73,438
Conservation Trust Fund	695	5,132
Virginia Christensen Fund	36	(149,517)
Water & Sewer Fund	<u>5,771</u>	<u>98,639</u>
Net	43,684	232,948

**City Sales Tax:** total \$202,600 through the end of November. That's up \$7,404 for the same period last year and up \$3,200 compared to last November.

**City Funds** total \$2,336,240 through the end of November. That's up \$207,525 for the same period last year and up \$33,061 from last month. [This is the tool I use to keep track of the funds we have in the bank. I use this spreadsheet to not only keep track of our short term financial stability, but also the long term fiscal sustainability. Fiscal sustainability strategies build the capability of a government to consistently meet its financial responsibilities, both in the short term by adjusting spending to revenues and revenues to spending, and in the long term by protecting future capital improvement plans and future generations of fiscal abilities.]

**Budget Fund Balances:** Budget fund balances are provided to us once a year after our audit. Please let me know if you'd like to see the spreadsheets &/or audits.



**Kyle L. Ellis**  
**Wagner Equipment Co.**  
 18000 Smith Road  
 Aurora CO 80011  
 719-588-2312 – Phone  
 303-841-0624 – Fax  
 kellis@wagnerequipment.com  
 http://wagnerequipment.cat.com

December 29 2015

City of Creede

**New 914K IT Loader**

- C3.8 Engine
- 98 Hp.
- Hydrostatic Transmission
- Engine Enclosures
- Ride Control
- Enclosed Cab with A/C
- AM/FM Radio
- Rear Vision Camera
- 3 valve Hydraulics
- 120 Volt Engine Heater
- Hydraulic Coupler
- 1.8 Cubic Yard Bucket
- Carriage and 48" Forks
- 12' Hydraulic Angle Snow Plow

Price FOB Creede.....\$120,000.00

60 Month Cat Finance Lease. 3.2% Interest. \$1,545.62 per month with \$40,720.00 Balloon

**Branches throughout Colorado, New Mexico and far west Texas:**

Albuquerque, Aurora, Burlington, Colorado Springs, Durango, El Paso, Farmington, Grand Junction, Hayden, Hobbs, Pueblo



## Administration on Aging (AoA)

### Older Americans Act

Congress passed the Older Americans Act (OAA) in 1965 in response to concern by policymakers about a lack of community social services for older persons. The original legislation established authority for grants to States for community planning and social services, research and development projects, and personnel training in the field of aging. The law also established the Administration on Aging (AoA) to administer the newly created grant programs and to serve as the Federal focal point on matters concerning older persons.

Although older individuals may receive services under many other Federal programs, today the OAA is considered to be the major vehicle for the organization and delivery of social and nutrition services to this group and their caregivers. It authorizes a wide array of service programs through a national network of 56 State agencies on aging, 629 area agencies on aging, nearly 20,000 service providers, 244 Tribal organizations, and 2 Native Hawaiian organizations representing 400 Tribes. The OAA also includes community service employment for low-income older Americans; training, research, and demonstration activities in the field of aging; and vulnerable elder rights protection activities. The links below offer an unofficial compilation of the OAA, an outline of changes made to the OAA at the most recent reauthorization (2006), a set of frequently asked questions (FAQs) about the OAA and other related sources of information/data.

Please select from the topics below to learn more:

- [Older Americans Act 50th Anniversary](#)
- [Unofficial Compilation of Older Americans Act, as amended in 2006](#)
- [Outline of 2006 Amendments to Older Americans Act](#)
- [Frequently Asked Questions \(FAQs\)](#)
- [Historical Evolution of Programs for Older Americans](#)
- [Older Americans Act Regulations \(1988\), 45 CFR Part 1321 \(Title III\)](#)  
Grants for State and Community Programs on Aging
- [Older Americans Act Regulations \(1988\), 45 CFR Part 1326 \(Title VI\)](#)  
Grants to Indian Tribes for Support and Nutrition Services
- [Older Americans Act Regulations \(1988\), 45 CFR Part 1328 \(Title VI\)](#)  
Grants for Supportive and Nutritional Services to Older Hawaiian Natives
- [Older Americans Act Regulations \(2015\), 45 CFR Part 1327 \(Title VII\)](#)  
Grants for State Long-Term Care Ombudsman Programs




---

**Programs**

---

**Program Results**

---

**Aging Statistics**

**SITE SUPPORT**

- [Home](#)
- [Contact Us](#)
- [Privacy Notice](#)
- [Accessibility](#)
- [Viewers & Players](#)
- [Disclaimers](#)

**POINTS OF INTEREST**

- [FOIA](#)
- [Plain Writing](#)
- [No Fear Act](#)

**PARTNER SITES**

- [The White House](#)
- [HHS](#)
- [Alzheimers.gov](#)
- [LongTermCare.gov](#)
- [Disability.gov](#)
- [USA.gov](#)
- [Grants.gov](#)

**STAY CONNECTED**

-  [Facebook](#)
-  [Twitter](#)
-  [YouTube](#)
-  [E-mail Updates](#)



---

## FINAL CDC NOTES

---

**TO:** Mayor & Board of Trustees  
**FROM:** Clyde  
**SUBJECT:** CREEDE DEVELOPMENT CODE  
**DATE:** November 20, 2015

At our work session last month we agreed to move our public hearing schedule back one month to accommodate for the holidays and here it is.

At P&Z's 1/12/16 meeting ask them to schedule public hearing for 2/9/16.  
Send notice to paper 1/14/16 for it to be published in next edition.  
Post notices locally 1/25/16.  
February 9, 2016 Planning & Zoning Public Hearing on CDC

Since our BOT meetings precede our P&Z meetings and to meet our 15 day notice requirement with the local paper, we'd then do this.

At BOT's 3/1/16 meeting ask them to schedule public hearing for 4/5/16.  
Send notice to paper 3/11/16 for it to be published in next edition.  
Post notices locally 3/21/16.  
April 5, 2016 Board of Trustees Public Hearing on CDC.

I'd really like to compress the processes as we've done before to have the current Board consider and take action on this.

To accommodate that, we can ask the BOT's at their 2/2/16 meeting to schedule a public hearing for their 3/1/16 meeting. And if for some reason the P&Z doesn't recommend it, we simply cancel the public hearing.

What's your preference?

# PROPOSAL

No. \_\_\_\_\_

Date 12-30-15

Sheet No. \_\_\_\_\_

**Proposal Submitted To:**

Name CITY OF CREEDE  
Street \_\_\_\_\_  
City Creede State Co.  
Phone \_\_\_\_\_

**Work To Be Performed At:**

BATHROOMS - BASEBALL FIELD  
Street \_\_\_\_\_  
City Creede State Co.  
Date of Plans \_\_\_\_\_ Architect \_\_\_\_\_

We hereby propose to ~~furnish the materials~~ and perform the labor necessary for the completion of

THIS PROPOSAL IS FOR LABOR ONLY  
TO REMOVE AND REPLACE ALL STALLS AND WALL COVERINGS,  
PAINT FLOORS, AND INSTALL 6 WINDOWS, INCLUDING  
TRIM. - \$8000

PERHAPS YOU SHOULD CONSIDER AN EXTRA  
\$2000 ALLOWANCE IN THE EVENT THAT A PLUMBER  
IS NECESSARY.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Eight Thousand Dollars (\$ 8000 ).  
with payments to be made as follows: HALF TO START, HALF UPON COMPLETION.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by \_\_\_\_\_

Respectfully submitted

Per

B.R. MEANS 719-480-2765PINE FOREST CONST.Box 243 Creede Co. 81130

Note—This proposal may be withdrawn by us if not accepted  
within \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_