

SPECIAL MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW AGENDA
- IV. OLD BUSINESS
 - a. Discuss Recycling & Waste Removal Procedures & Contracts
 - b. Mayor's Conduct
 - c. Presentation of Creede Development Code
 - d. Attorney Contract
- V. ADJOURN

AGREEMENT FOR WASTE DISPOSAL SERVICE

This Agreement amends, restates and supersedes that certain agreement entered into between the City of Creede, a Colorado Town, herein "City" and Jonathan Graham, dba Muley's Disposal Service herein "Contractor" on the 1st day of May, 2001.

WHEREAS, the City entered into a Waste Disposal Service Agreement with the Contractor on May 1st, 2001 wherein the City sought sealed bids to furnish waste disposal services within the City, the Contractor submitted the only bid and the City wished to enter into a contract for the waste disposal services; and

WHEREAS, the City billed and collected fees from property owners for the collection of waste, garbage and rubbish; and

WHEREAS, the Contractor has now determined to be entirely responsible for its own collection procedures; and

WHEREAS, the City passed and approved Resolution No. 08-13 to aid the Contractor's collection functions.

NOW THEREFORE, the parties hereto agree to the general provision of this contract and on this, January 13, 2009 agree as follows:

SERVICE TO BE PROVIDED.

1. Contractor agrees to remove all waste, garbage and rubbish from all public and private establishments and residences at least once a week, unless prevented by weather, within the City of Creede.
2. Contractor will set a pick-up schedule for each area of Town. Said schedule will indicate the day of the week the pick-up will occur, and the time period of the pick-up within an 8-hour time frame. This schedule will be published in the local newspaper at Contractor's expense and a copy supplied to the City Manager's office. A minimum of 2 weeks (14 calendar days) notice will be required for all scheduling changes. This schedule does not apply when service failure is caused by events beyond MDS's control, including but not limited to, the following: acts of God, acts of public authorities acting with actual or apparent authority, insufficient information provided by the customer, the application of security regulations imposed by the government or otherwise applicable to the service location, inaccessibility of service location, local weather conditions (as determined by MDS), natural disasters, conditions that present a danger to MDS personnel, private property or MDS equipment (as determined solely by MDS).
3. Contractor shall also be responsible for cleaning up any trash that is dropped during collection. However, Contractor shall **not** be responsible for the general maintenance of the places served.
4. Contractor is not responsible for collecting waste, garbage or rubbish not placed in containers or bagged.
5. Contractor will not be required to pick up trash from residential trash containers which are larger than 40 gallons in size or full, have a weight of more than 65 lbs.

6. Contractor shall furnish all labor, supervision, materials, permits, licenses, insurance and equipment necessary.
7. Nothing in this agreement shall prevent an individual from hauling their own trash, providing it is properly disposed of in conformity with all city and county regulations.

TERMS. The contract shall be for a 5 year period, beginning upon the execution of this contract and ending 5 years thereafter provided, however, upon each yearly anniversary date of this contract, the term shall automatically be extended for 1 additional year so that the then remaining term of this contract as of each anniversary date shall be 5 years, unless at least thirty (30) days prior to any anniversary date (the “Non-Extension Date”), either party gives written notice to the other party by certified return receipt requested registered mail, that such automatic extension shall not take effect. If such notice is properly given, the contract shall terminate 4 years from and after the “Non-Extension Date”.

CONSIDERATION. As consideration for this contract will be allowed to share space in and on the City’s old wastewater treatment plant, herein “Barn”. Conditions of such use include, but are not limited to keeping equipment, tools, containers and other items stored in and around the barn in an orderly condition and in such a manner as to not block access to any City equipment at any time. The Contractor will not store full dumpsters or other trash containers on the Barn property for more than 24 hours, with the exception of full Roll-off containers, which may be stored for up to one week. The Contractor will also keep and maintain at least one (1) fire extinguisher in operating order, inspected annually, on the premises as required by the City’s insurance carrier. An inventory of all items stored on the Barn property will be supplied to the City Manager as of January 15, of each year of this agreement. The storage of any and all equipment and material must be approved by the City Manager.

The Contractor will be responsible for all utility expenses associated with the Barn property on a monthly basis. The Contractor will be invoiced an amount equal to the property taxes on this property on October 15th of each year of this contract. The invoice will be due and payable within forty-five (45) days or by November 30th of each year.

Contractor agrees that so long as he is permitted to dump trash at the Mineral County Land Fill and/or not travel more than fifty miles round trip to dump trash, he will donate \$1,000 each year to the Creede Recreation Department, such donation to be due no later than October 15th of each year.

NON-RESIDENTIAL COLLECTIONS. Contractor shall provide waste disposal services at no charge to the City to specifically designated non-residential locations. These include and **are** limited to these specified locations.

1. **Main Street** – Ten (10) public trash containers. Collection Schedule: once per week from September 16th to May 14th and Twice per week during the dates from May 15th to September 15th.
2. **City Hall and Public Works shop** – Four (4) Trash containers. Collection Schedule: Once per week all year.
3. **Baseball and Skate Park** – Four (4) public trash containers. Collection schedule: Once per week from September 16th to May 14th and Twice per week during the dates from May 15th to September 15th.

4. **Basham Park** – Four (4) public trash containers. Collection schedule: Once per week from September 16th to May 14th and Twice per week during the dates from May 15th to September 15th.

RATES. Contractor has the right to “request” an increase annually. The Contractor will propose to the City through official notice through the City Manager its proposed rates for the forthcoming year. Such submittal shall be received no later than October 1st of each year. All rate adjustments need to be approved by the Board of Trustees. The Contractor has the option to submit requests for rate increases within the calendar year for rate increases beyond their control, such as landfill rates, fuel prices etc.. The City specifically approves the rates as listed on “Exhibit A” for 2009.

INVOICING AND ACCOUNTS RECEIVABLE. The Contractor shall be responsible for all functions of invoicing of customers and collection of appropriate accounts payable throughout the terms of this contract beginning **March 1, 2009**. The City will provide all current customers billing data information. Contractor shall use their desired collection agencies. Contractor shall be responsible for its consolation of all delinquent accounts.

INSURANCE. The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. All coverage’s shall be continuously maintained from the date of commencement of services hereunder. The Contractor shall not be relieved from any liability, claims, demands or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration or types.

1. Comprehensive General Liability insurance with a minimum combined single limits of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall include coverage for bodily injury, broad for property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, product and completed operations.
2. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Contractor’s owned, hired and/or non-owned vehicles assigned to or used in performance of the services.
3. Workers’ Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract and Employers’ Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) disease – policy limit – each employee.
4. The Contractor shall cause any Subcontractor of the Contractor to procure and maintain the minimum insurance coverage’s listed above. The Contractor shall list the City of Creede as additional insured and provide a copy of the policy to the City for their records.

NOTICE. Any information or notices required under this agreement shall be in writing and addressed as follows:

If to the City: City of Creede
Attn: City Manager
PO Box 457
Creede, CO 81130

If to the Contractor: Muley’s Disposal Service
Attn: Jon Graham
PO Box 368
Creede, CO 81130

NO WAIVER. Failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by the City of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision.

TERMINATION. The City reserves the right to revoke this contract and all rights and privileges of MDS hereunder in any of the following events or for any of the following reasons:

MDS becomes insolvent and is unable to pay its just debts, or is adjudged bankrupt. In the event MDS becomes insolvent and goes into receivership through bankruptcy or otherwise, the receivers shall be entitled to operate the service for a period of 60 days in order to obtain a replacement contractor. Any assignees shall have a 60 day right of first refusal to act on their own behalf to protect their position by either transference of this contract to an acceptable waste collections company or operation of MDS itself.

MDS is unable to collect trash for two (2) consecutive weeks.

SEVERABILITY. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provision of this Agreement shall be valid and binding.

APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

In Witness Hereof, the parties have caused this Agreement to be executed by their duly authorized representative on this 15th day of January 2009.

CITY OF CREEDE

By: [Signature] Jan 16, 09
Mayor: Rex M. Shepperd Date

ATTEST:

By: [Signature] 1/20/09
City Clerk: Pamela J. Wilson Date

MULEY'S DISPOSAL SERVICE

By: [Signature] JAN 13 '09
Proprietor: Jonathan Graham

EXHIBIT “A”

SCHEDULE OF RATES FOR FULL TIME (Reside in Creede 5 or more months per year)

- Residential (Single family dwelling) \$15.40
- Senior Citizen (65 plus) \$14.40
- Small Business \$15.40
- Large Business (dumpster required) \$ 6.25 (per cubic yard)

SCHEDULE OF RATES FOR PART TIME (Reside in Creede 5 or fewer months per year)

- Residential (Single family dwelling) \$ 9.00
- Senior Citizen (65 plus) \$ 9.00
- Large Business (dumpster required) \$ 6.25 (per cubic yard)

Rates based on a once per week collection schedule. The total monthly commercial rate will be negotiated between customer and MDS based on the cubic yards produced each month by the individual commercial customer.

RECYCLE CREEDE, INC. LEASE AGREEMENT

This Lease Agreement is entered into this 29th day of July 2009, by and between the City of Creede, a Colorado municipality, by and through the Board of Trustees' ("Landlord") and Recycle Creede, Inc. a Colorado non-profit corporation ("Tenant").

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

1. The Landlord, by entering this Lease, expresses its intention to lease the subject property to the Tenant for a period of twenty (20) years, at a minimal cost, as a "donation in kind". The Board recognizes the Tenant is providing a necessary public service with its recycling drop-off center. At the end of this Lease, there will be an option to renew for another twenty (20) years with the mutual consent of Landlord and Tenant.
2. Landlord hereby leases and lets to Tenant a Parcel of Land, lying and being situate within the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 42 North, Range 1 West, New Mexico Principal Meridian, City of Creede, County of Mineral, State of Colorado and further described in the attached: "EXHIBIT "A". Exhibit A shall be developed by a survey of the above parcel of property and upon receipt thereof will be incorporated as part of this Agreement.
3. Landlord does grant this Lease for a term of twenty (20) years beginning August 1, 2009 and ending July 31, 2029. This Lease will be reviewed every five-years by the Board of Trustees to consider the rental amount of the agreement. Any increase in the rental amount will be negotiated by the Tenant and the Landlord, with the understanding that the original intent of the Board of Trustees is stated in paragraph 1 above. Notice of non-renewal of the Lease, must be for reasonable cause by either party, and provided in writing, at least 270 days prior to the expiration of the Lease, to the other party. The Lease will terminate automatically in the event that the premises ceases to be used for recycling collection activity or the Tenant is no longer a non-profit organization.
4. As consideration for the granting of this lease, Tenant agrees to:
 - a. Pay the Landlord the sum of One Dollar (\$1.00) for each year of the lease due and payable on the first (1st) of August each year.
 - b. Pay all costs associated with building permits and connecting to the City's infrastructure.
5. Tenant shall, at its expense, provide liability insurance for the leased building and provide the City with a copy of the policy listing the City of Creede as "Additional Insured".
6. Tenant shall use said premises for the sole purpose of a recycling drop-off center and associated activities. The Tenant shall not permit the accumulation of trash or refuse outside the building and no storage of materials or equipment not

- directly associated with the recycling collection activities is permitted on the property.
7. Tenant shall be responsible for any real improvements on the leased property, including the installation of and payment for all utilities it elects to install at the premises. These utilities include, but are not limited to; electricity and heating costs, telephone service, trash removal service, water, sewer and drainage.
 8. Tenant further agrees to maintain the interior of the building and the associated property in a manner, to the extent reasonably possible, free from common hazards to occupants and visitors to the premises. Tenant shall be responsible for removal of snow and ice from accesses to the premises.
 9. Tenant further agrees and warrants that:
 - a. Upon breach of this Lease it shall return possession of the leased premises in good condition, wear and tear and fire casualty excepted to the Landlord.
 - b. Tenant shall not assign or sublet said premises or allow any other person or entity to occupy the leased premises without Landlord's prior written consent.
 - c. Tenant shall be responsible for the cost of any material alteration to the premises. Tenant shall further notify Landlord of any material alteration to the premises.
 - d. Tenant shall comply with all building, zoning and health codes and other applicable laws for use of said premises.
 - e. 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.
 - f. Tenant shall not conduct or permit to be conducted any operation or activity on the premises which may be deemed to be ultra-hazardous or which would require an increase in the casualty insurance premium for the premises. The Tenant further agrees that it shall not permit any form of hazardous waste to be unreasonably accumulated or disposed of on the premises.
 - g. Tenant will notify the City within 30 days of any change in its non-profit status.
 10. Tenant agrees and stipulates that in the event that it 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.

Exhibit "A"

RECYCLE CREEDE LEASE PARCEL

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 1056.72 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°31'01.24"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.

IMPROVEMENT SURVEY PLAT OF LEASE PARCEL TO RECYCLE CREEDE & LEASE PARCEL TO CREEDE REPERTORY THEATRE BUILDING LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 1 WEST OF THE N.M.P.M CITY OF CREEDE, MINERAL COUNTY, COLORADO

WRONG

RECYCLE CREEDE LEASE PARCEL

A Parcel of land located within the Northeast 1/4 of the Southeast 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 rear line of Section 36 from the Southeast Corner of said Section 36 to the East 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 1/4 Corner of said Section 36 bears N21°30'18"E a distance of 1506.72'. Thence S09°48'01"E a distance of 50.00' to the southeast corner of the parcel herein described. Thence S80°13'59"W a distance of 85.00' to the southwest corner of the parcel herein described. Thence N09°48'01"W a distance of 50.00' to the northwest corner of the parcel herein described. Thence N80°13'59"E a distance of 85.00' to the point of beginning.
Containing 7,150 square feet or 0.16 acres, more or less

CREEDE REPERTORY THEATRE LEASE PARCEL

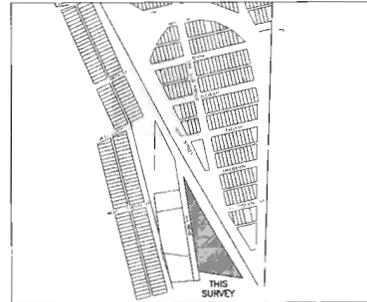
A Parcel of land located within the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 42 North Range 1 West of the N.M.P.M., City of Creede, Mineral County, Colorado being more particularly described by metes and bounds as follows:
All bearings contained herein are based upon the east line of Section 36 from the Southeast Corner of said Section 36 to the East 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 1/4 Corner of said Section 36 bears N17°37'53"E a distance of 3008.82'. Thence S09°48'01"E a distance of 100.00' to the southeast corner of the parcel herein described. Thence S80°13'59"W a distance of 150.00' to the southwest corner of the parcel herein described. Thence N09°48'01"W a distance of 100.00' to the northwest corner of the parcel herein described. Thence N80°13'59"E a distance of 150.00' to the point of beginning.
Containing 15,000 square feet or 0.34 acres, more or less



• SET 1" YELLOW PLASTIC CAP AND 1/2"x2" REBAR

GENERAL NOTES:

1. THIS SURVEY DOES NOT CREATE NEW PARCELS FOR FUTURE CONVEYANCES BUT IS INTENDED TO DEFINE THE LIMITS OF OCCUPATION FOR AN AREA OF LAND FOR LEASING PURPOSES ONLY. A SUBDIVISION PROCESS IS REQUIRED TO CONVEY DIMENSION OF THE AREAS OF LAND SHOWN HEREIN AS LEASE PARCELS.
2. SUGGESTED SCREEN SHOWN HEREIN IS APPROXIMATE.



VICINITY MAP
not to scale

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OF TITLE OPINION AND IN NO WAY SHALL IT BE CONSTRUED AS A TITLE OPINION BY THIS SURVEYOR OR DAVIS ENGINEERING, INC. EXCEPT AS SHOWN. CLIENT DID NOT WISH TO HAVE DAVIS ENGINEERING SERVICE, INC. RESEARCH AND CHECK RECORDS OR APPLICABLE ENGINEERING THAT MAY AFFECT THIS PROPERTY. THIS SURVEY REVERSED THOSE RECORD DOCUMENTS REFERENCED HEREIN FOR THE DETERMINATION OF ALL BOUNDARIES DEPICTED.

2. CERTIFICATION REVOKED: THE USE OF THE WORDS 'CERTIFY' OR 'CERTIFICATION' BY A LICENSED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED (PER COLORADO STATE BOARD RULE NO. 62.2)

SURVEYOR'S CERTIFICATE

I, KEITH E. LAITRELL, A duly licensed land surveyor in the State of Colorado, do hereby certify that this plat or map was prepared from notes of an actual field survey performed by me or under my direct supervision and is based upon my knowledge, information and belief, and it is in accordance with applicable standards of practice.

FOR AND ON BEHALF OF
DAVIS ENGINEERING SERVICE, INC.

FOR REVIEW

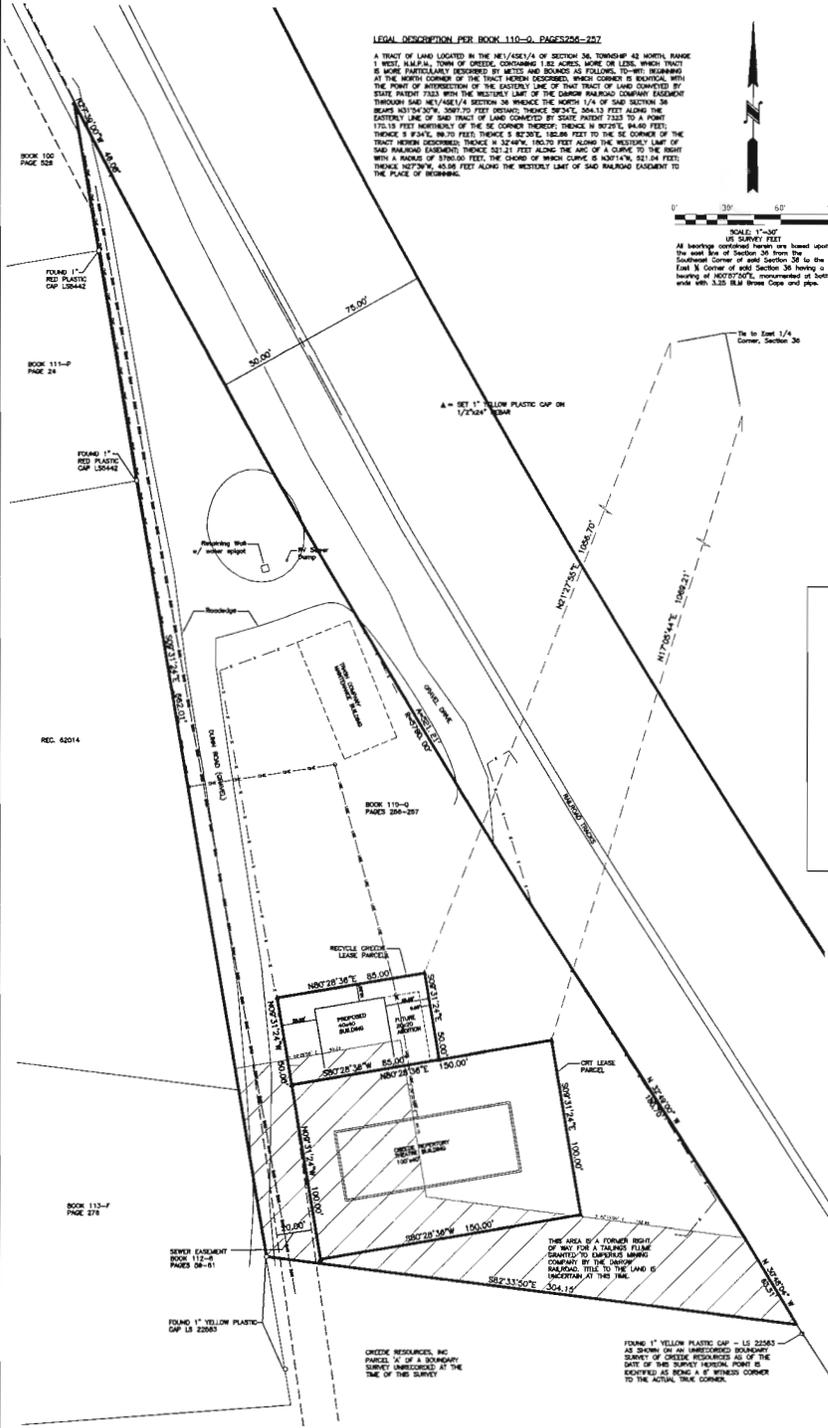
WILL SIGN, WITHOUT ORIGINAL SIGNATURE AND SEAL

REVISIONS		IMPROVEMENT SURVEY PLAT OF LEASE PARCEL TO RECYCLE CREEDE & LEASE PARCEL TO CREEDE REPERTORY THEATRE BUILDING LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 1 WEST OF THE N.M.P.M. CITY OF CREEDE, MINERAL COUNTY, COLORADO	
DATE	BY	DATE	BY
11/15/03	DAVIS ENGINEERING SERVICE, INC. ALAMOGA, COLORADO 81101 PHONE: 719-589-3000 FAX: 719-589-3722	11/15/03	DAVIS ENGINEERING SERVICE, INC. ALAMOGA, COLORADO 81101 PHONE: 719-589-3000 FAX: 719-589-3722
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11/15/03	DAVIS ENGINEERING SERVICE, INC. ALAMOGA, COLORADO 81101 PHONE: 719-589-3000 FAX: 719-589-3722	11/15/03	DAVIS ENGINEERING SERVICE, INC. ALAMOGA, COLORADO 81101 PHONE: 719-589-3000 FAX: 719-589-3722

NOTICE: According to Colorado law, you MUST commence any legal action to set aside any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than two years from the date of the certificate shown herein.

IMPROVEMENT SURVEY PLAT OF LEASE PARCEL TO RECYCLE CREEDE & LEASE PARCEL TO CREEDE REPERTORY THEATRE BUILDING

LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4 OF SECTION 36,
TOWNSHIP 42 NORTH, RANGE 1 WEST OF THE N.M.P.M.
CITY OF CREEDE, MINERAL COUNTY, COLORADO



LEGAL DESCRIPTION PER BOOK 110-0, PAGES 224-227

A TRACT OF LAND LOCATED IN THE NE 1/4 SE 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 1 WEST, N.M.P.M., TOWN OF CREEDE, CONTAINING 1.82 ACRES, MORE OR LESS, WHICH TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTH CORNER OF THE TRACT HEREIN DESCRIBED, WHICH CORNER IS IDENTICAL WITH THE POINT OF INTERSECTION OF THE EASTERN LINE OF THAT TRACT OF LAND CONVEYED BY STATE PATENT FILED WITH THE WESTERN LAMP OF THE GARON PAPERING COMPANY EGRESS THROUGH SAID NE 1/4 SE 1/4 SECTION 36 FROM THE SOUTH 1/4 OF SAID SECTION 36 BEARS N07°04'30\"/>

RECYCLE CREEDE LEASE PARCEL

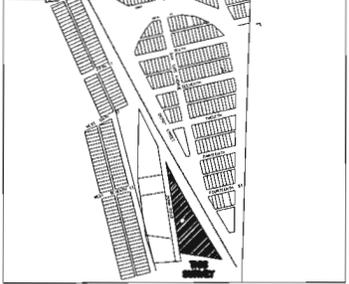
A Parcel of land located within the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 42 North Range 1 West of the N.M.P.M., City of Creede, Mineral County, Colorado being more particularly described by metes and bounds as follows:
All bearings contained herein are based upon the east line of Section 36 from the Southeast Corner of said Section 36 to the East 1/4 Corner of said Section 36 having a bearing of N00°57'50\"/>

CREEDE REPERTORY THEATRE LEASE PARCEL

A Parcel of land located within the Northeast 1/4 of the Southeast 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 1/4 Corner of said Section 36 having a bearing of N00°57'50\"/>

GENERAL NOTES:

1. THIS SURVEY DOES NOT CREATE NEW PARCELS FOR FUTURE CONVEYANCES BUT IS INTENDED TO DEFINE THE LIMITS OF OCCUPATION FOR AN AREA OF LAND FOR LEASING PURPOSES ONLY. A SUGGESTION PROCEDURE IS REQUIRED TO COMPLY WITH THE AREA OF LAND SHOWN HEREON AS LEASE PARCELS.
2. SURVEY SEWER SHOWN HEREON IS APPROXIMATE. LOCATION IS SHOWN BY RED PIN FLAGS FOUND DURING A FIELD SURVEY OF THE PROPERTY.
3. ENCUMBRANCES AND EGRESS RIGHTS ARE APPROXIMATE. LOCATION IS SHOWN BY RED PIN FLAGS FOUND DURING A FIELD SURVEY OF THE PROPERTY.
4. ENCUMBRANCES OF PUBLIC UTILITIES IS APPARENT THROUGH NO DOCUMENTS WERE FOUND IN THE RESEARCH OF THE PROPERTY.



VICINITY MAP
not to scale

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE OPINION AND IN NO WAY SHALL BE CONSIDERED AS A TITLE OPINION BY THE SURVEYOR OR DAVID ENGINEERING, INC. EXCEPT AS INDICATED HEREIN AND NOT WITH RESPECT TO THE SURVEYOR'S SERVICE.
2. ENCUMBRANCES AND EGRESS RIGHTS ARE APPROXIMATE. LOCATION IS SHOWN BY RED PIN FLAGS FOUND DURING A FIELD SURVEY OF THE PROPERTY.
3. ENCUMBRANCES OF PUBLIC UTILITIES IS APPARENT THROUGH NO DOCUMENTS WERE FOUND IN THE RESEARCH OF THE PROPERTY.

SURVEYOR'S CERTIFICATE:

I, KEVIN E. LUTHELL, A DAILY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OR MAP WAS PREPARED FROM NOTES OF AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE.

FOR AND ON BEHALF OF
DAVID ENGINEERING SERVICE, INC.

FOR REVIEW

<p>NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years from the date of this survey. If no action is commenced more than ten years from the date of the certification shown herein.</p>	
<p>DATE: 11/15/09</p>	<p>DAVID ENGINEERING SERVICE, INC. 1710 25th Street Julesburg, Colorado 81601 Phone: (970) 868-2000 Fax: (970) 868-3717</p>
<p>BY: KEVIN E. LUTHELL</p>	<p>BY: [Signature]</p>
<p>FOR: CARY BUSH/CITY OF CREEDE</p>	<p>APPROX: APO504</p>

Large map in Map Expanding File

TO: Honorable Mayor Grossman, Board of Trustees and Planning Commission members
FROM: Eric Heil, Esq., A.I.C.P.
RE: Draft Creede Development Code
DATE: April 7, 2015

Summary: Attached is a draft Creede Development Code ("CDC") which would replace the current Creede Land Use Code and other regulations concerning land use regulations and Planning Commission authority and procedures. The CDC is prepared to be incorporated into the Creede Municipal Code as Chapter 9. The primary goal of the proposed CDC is to locate all regulations regarding land use, zoning, subdivision and development into one chapter. This memorandum provides a brief overview of the major changes from the previous Creede Land Use Code and Creede Municipal Code. There are footnotes throughout the document which state where language is the same as the existing Creede Land Use Code, has been changed, or raises issues for consideration.

In the footnotes, the following acronyms are used:

- CLUC stands for the Creede Land Use Code.
- CMLC stands for Colorado Model Land Use Code.
- CMC stands for Creede Municipal Code.

The Creede Development Code is based on a comprehensive development code used by other communities and follows the format used by Clarion Associates, a nationally recognized code drafting consulting firm. Many provisions of the Colorado Model Land Use Code currently adopted by the in Creede's land use code were carried through to this Development Code. The City of Westcliffe's land use code was also used as an example.

Adoption Process: The minimum process required for adoption of the Creede Development Code will require the Planning and Zoning Commission to conduct a public hearing with 15 days prior notice of the hearing to be published in the newspaper. The Planning and Zoning Commission may continue the public hearing and conduct as many public hearings as desired. The Planning and Zoning Commission then makes a recommendation for adoption of the Creede Development Code to the Board of Trustees. The Board of Trustees is required to hold a public hearing and also publish notice of the hearing in the newspaper at least 15 days prior to the public hearing.

Notable differences between CLUC and The CDC: Below is a list of the major revisions found in the CDC:

- The purpose and authority of the Planning and Zoning Commission and the Board of Adjustment are relocated to this Chapter 9 from Chapter 2.
- The proposed CDC provides a comprehensive development application review process, Article 16, outlining in one section what the general requirements are for all development applications including zoning and subdivision applications. Specific types of application have additional procedures.

Consistent and common procedures for processing development applications should vastly improve the usability of the CDC for the City as well as applicants.

- The current planned unit development regulations have also be relocated to this Chapter 9 in Section 9-16-060.
- In the CLUC the term "conditional use" is used for uses that require "special review". This term is not used and is replaced by the term "special review use". Both have identical meanings. This is found in Section 9-16-090.
- Article 36 regarding Annexation was completely revised in comparison to Article 9 Annexation in the CLUC. Major differences include the addition of a section regarding a three-mile plan, revisions to the fees section, and the addition of a section outlining a disconnection process.

Similarities to the CLUC:

- Article 20 in the CDC retained the same zoning districts and uses within those districts as are in the CLUC Article with some language changes made for clarification. The revisions are noted in footnotes.
- Article 24 Development Standards uses the same language and sections as found in CLUC Article 6. There have been some modifications which have noted in the footnotes.
- Article 28 addresses regulations for RV Parks and the language is also the same as in Article 7 of the CLUC.
- Article 32 regulating floodplain areas contains the same language as that found in CLUC Article 8.

Thanks, Eric

AGREEMENT FOR LEGAL SERVICES OF TOWN ATTORNEY

1. **Parties.** This is a contract for legal services between the law firm of **Heil Law and Planning, LLC**, a limited liability company, (the "Law Firm") and the **City of Creede, Colorado** ("City").
2. **Scope of Legal Services.** As directed by the City, the Law Firm shall provide legal services as the Town Attorney and planning consultant to the City of Creede, Colorado, as such duties and services are directed by the Town Board and the City Manager. The Town Board shall be the client of the Law Firm.
3. **License and Malpractice Insurance.** The Law Firm agrees to maintain at all times its license to practice law in the State of Colorado. Law Firm shall promptly inform City if there is any change in the good standing status of the license to practice law in the State of Colorado. Law Firm shall maintain professional malpractice insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence in a form and with such terms as are acceptable to the City.
4. **Compensation.** The City shall pay the Law Firm compensation for services rendered. Unless otherwise provided below, compensation for Eric Heil's time one hundred and fifty dollars (\$150.00) per hour and compensation for Meredith Van Horn's time will be one hundred and twenty-five dollars (\$125.00) per hour. The Law Firm agrees to charge for one half actual time for travel. The hourly rate for review of development applications which are paid by application fees, pass through accounts, or cost recovery agreements shall be two hundred and forty dollars (\$240.00) per hour. The Law Firm agrees that it shall not increase its standard hourly rate prior to January 1, 2013.
 - A. **Costs.** The City shall compensate the Law Firm for out-of-pocket fees and costs incurred on the City's behalf, including but not limited to filing fees, service of process, expert witness fees, court reporter fees, transcript fees, messenger fees, computer research, recording fees, title company fees. Such fees will be billed to the City at the Law Firm's cost without mark-up. The City shall compensate the Law Firm for mileage expenses for personal use of private vehicles used by the Law Firm's attorneys incurred in the direct and exclusive performance of services for the City. Mileage shall be charged at the reimbursement rate set by the Internal Revenue Service.
 - B. **Estimated Charges.** The Law Firm may give the City an estimate of the anticipated total cost of a particular matter. The actual charges may vary from the estimate due to unforeseen complexities or difficulties. The estimate is not firm and is not binding on either the City or the Law Firm.
 - C. **Billing; Payment; Late Payment Charge.** The Law Firm shall provide to the City a detailed invoice for all legal services on a monthly basis. Such billings shall separate work and fees associated with specific projects for which the City accounts separately. The City shall pay all billings from the Law Firm within thirty (30) days of receipt of invoice. Any amounts not paid within thirty (30) days of the date of the bill shall be subject to

interest at the rate of 1-1/2% per month (18% per year, compounded monthly). If the City fails to pay any charges within 30 days of the date of the bill the Law Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all charges does not depend upon achievement of any specific result.

5. City. It is understood that the City, for purposes of this representation, is the City of Creede, Colorado and not any of its individual officers, directors, employees, agents, or partners unless expressly stated in this Agreement. Although the Law Firm will take direction from the City Manager of the City, the Law Firm and City recognize that the Town Board of the City is the authorizing entity for purposes of compensation increases or other amendments to this Agreement. The City grants to the Law Firm the power to execute documents connected with the representation of the City, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, dismissals, orders and all other documents and to represent the City in matters associated with providing legal services to the City.
6. Term and Termination. This Agreement shall be effective upon approval by the City and Law Firm and shall terminate upon written notice by either party. Termination by either party may occur at any time without cause or reason. If the City discharges the Law Firm, the City shall pay all fees and costs incurred to the date of termination, and the Law Firm shall promptly deliver all files and documents of the City to the City.
7. Arbitration. Although the parties do not expect that any dispute between them will arise, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Law Firm or the quality of the Law Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The City and Law Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. (This clause does not prevent the City and the Law Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.)

Any dispute concerning fees or costs shall be submitted to the Legal Fee Arbitration Committee of the Denver Bar Association and the decision of the Committee shall be final and binding on both parties. Any dispute concerning the quality of the Law Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial Arbiter Group, Denver, Colorado unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The

arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorney fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the City and the Law Firm. Arbitration of all disputes, and the outcome of the arbitration, shall remain confidential between the parties.

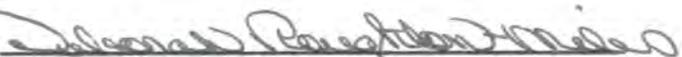
8. Document Retention. Files maintained by the Law Firm as the result of performance of services for the City pursuant to this Agreement shall be the property of the City, and upon termination of this Agreement, shall be delivered to the City.

THE LAW FIRM AND THE CITY HAVE READ THIS DOCUMENT, UNDERSTAND IT, AND AGREE TO IT.

HEIL LAW AND PLANNING, LLC.

CITY OF CREEDE, COLORADO

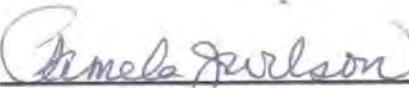
By: 
Eric James Heil

By: 
Deborah Roughton-Miles, Mayor
P. O. Box 457
2223 North Main Street
Creede, CO 81130
Tel: (719) 658-2276

Date: 7-5-11

Date: 7/5/11

ATTEST:

By: 
Pamela J. Wilson, City Clerk

ATTACHMENT A

PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, please understand that your privacy is important to us and we have always protected your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the new law by explaining our longstanding privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with financial advisory activities, including estate planning, tax planning and tax preparation services (including income tax, estate tax, and gift tax advice), collecting overdue accounts receivable, and providing real estate settlement services, we collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a current or former client of Heil Law and Planning, LLC, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.