

REGULAR MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW AGENDA
- IV. APPROVE AUGUST 4, 2015 MINUTES
- V. CONSIDER LETTER(S) OF INTEREST TO FILL TRUSTEE VACANCY
- VI. SWEARING IN CEREMONIES FOR THE NEWLY APPOINTED TRUSTEE
 - a. Oath of Office/Presentation of Newly Appointed Trustee
 - b. Incoming Trustee Seating/Resume Meeting
- VII. CONSENT AGENDA
 - a. Review/Consent of August 2015 Check Detail Report
 - b. Approve/Disapprove September 1, 2015 Unpaid Bills Report [Available 9/1/15]
 - c. Approve/Disapprove Special Event Permit - Elks 9/19/15
 - d. Approve/Disapprove Parade Permit - RPD 9/24/15
 - e. Approve/Disapprove Special Event Permit - RPD 9/24/15
 - f. Approve/Disapprove Special Event Permit - Elks 9/12/15
- VIII. REPORTS & PRESENTATIONS
 - a. Public Works Report - Ben Davis (verbal)
 - b. LWCRCo Report - Eric Grossman (verbal)
 - c. Mayor's Report - Eric Grossman (verbal)
 1. Good Sam Letter of Support
 - d. Written Reports (Recreation, BI) - **Read ONLY**
- IX. OLD BUSINESS
 - a. Approve/Disapprove CRT Easement Agreement
 - b. Revisit Recycle Creede Lease
 - c. Approve/Disapprove Simon Boundary Agreement
 - d. Schedule Public Hearing Simon Replat November 3, 2015
 - e. Action/Discussion Newton Gym Purchase
- X. MANAGERS REPORT
- XI. EXECUTIVE SESSION
 - a. Executive session for meeting with Town Attorney to receive legal advice pursuant to Colorado Revised Statute §24-6-402(4)(b) related to City of Creede Wastewater Discharge Permit #CO 0040533
- XII. ADJOURN

POSTED 8/28/15

OPEN TO THE PUBLIC

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
August 4, 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 5:34 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Kay Wyley, Catherine Kim, Eric Grossman, Teresa Wall, Molly McDonald, Heather DeLonga [arr. 5:38 p.m.]
TRUSTEES ABSENT: Elizabeth Zurn

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

Trustee McDonald moved and Trustee Wall seconded to approve the agenda as presented. The vote was unanimous. Mayor Grossman declared the motion carried. A presentation was added to the agenda by audience request. Trustee Wyley moved and Trustee McDonald seconded to approve the agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

REPORTS AND PRESENTATIONS

COUNTY SCHOOL GYM PRESENTATION

Representatives from Mineral County proposed that, due to insurance obstacles and in order to avoid forming a special district with its own accounting and auditing, the gym have a single owner and the other partner be offered a lease agreement for their facility needs. The proposal was discussed at length, and a City-County Work Session on the topic was scheduled for August 19, 2015.

CONSENT AGENDA

The consent agenda contained the following items:

- a. Approve/Disapprove July 7th & July 27th, 2015 Minutes
- b. Review/Consent of July 2015 Check Detail Report
- c. Approve/Disapprove August 4, 2015 Unpaid Bills Report [Available 8/4/15]
- d. Approve/Disapprove Chamber Parade Permit - Gravity Derby 9/6/15
- e. Approve/Disapprove Chamber Parade Permit - Creede Mountain Run 9/5/15
- f. Approve/Disapprove Chamber Parade Permit - Cruisin The Canyon 9/19/15

Trustee Wyley moved and Trustee Zurn 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 was unavailable. The Board thanked the Public Works department for getting rid of vehicle sales at the Baseball Field.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the LWCRCo did not have a quorum for a meeting and that there were no updates since the last report.

MAYOR GROSSMAN'S REPORT

Mayor Grossman did not have any specific items to report and there were no questions for him.

WRITTEN REPORTS

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

PUBLIC HEARINGS AND RELATED BUSINESS

APPROVE/DISAPPROVE SECOND READING: ORDINANCE 385 AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH SAN LUIS RURAL ELECTRIC COOPERATIVE, INC. AND REPEALING ARTICLE 2 ELECTRIC FRANCHISE OF CHAPTER 5 OF THE CREEDE MUNICIPAL CODE

Mayor Grossman opened the public hearing to consider the ordinance. No one voiced support or opposition, and no correspondence regarding the franchise agreement had been received. Mayor Grossman closed the public hearing. Trustee Wall moved and Trustee McDonald seconded to approve Ordinance 385 An Ordinance Approving A Franchise Agreement With San Luis Rural Electric Cooperative, Inc. And Repealing Article 2 Electric Franchise Of Chapter 5 Of The Creede Municipal Code. The vote was unanimous. Mayor Grossman declared the motion carried.

NEW BUSINESS

ACCEPT ELIZABETH ZURN LETTER OF RESIGNATION

Trustee DeLonga moved and Trustee McDonald seconded to accept Elizabeth Zurn's Letter of Resignation from the Board of Trustees. The vote was unanimous. Mayor Grossman declared the motion carried.

ACTION/DIRECTION ON FILLING BOARD VACANCY

Trustee McDonald moved and Trustee DeLonga seconded to declare a vacancy on the Board of Trustees and to fill the vacancy by appointment. The vote was unanimous. Mayor Grossman declared the motion carried. Clerk Snead was directed to publish the vacancy requesting letters of interest for consideration on September 1, 2015.

DECLARE LOWER WILLOW CREEK RESTORATION COMPANY BOARD OF DIRECTOR VACANCY

Trustee McDonald moved and Trustee DeLonga seconded to declare a vacancy on the Lower Willow Creek Restoration Company Board of Directors. The vote was unanimous. Mayor Grossman declared the motion carried.

APPOINT TRUSTEE TO LWCRCO BOARD OF DIRECTORS

Trustee Wall moved and Trustee McDonald seconded to appoint Trustee Kim to the Lower Willow Creek Restoration Company Board of Directors. The vote was unanimous. Mayor Grossman declared the motion carried.

MANAGER'S REPORT

Schedule a Public Hearing: Trustee Wall moved and Trustee McDonald seconded to schedule a public hearing to consider Ordinance 388 annexing the lagoon property for October 6, 2015. The vote was unanimous. Mayor Grossman declared the motion carried.

Schedule a Public Hearing: Trustee Wyley moved and Trustee McDonald seconded to schedule a Planning & Zoning Public Hearing to consider the Simon replat for September 8, 2015. The vote was unanimous. Mayor Grossman declared the motion carried.

CDPHE: The Trustees requested that staff invite Attorney Heil for an executive session to answer questions about the Wastewater Discharge Permit.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee McDonald moved and Trustee Wall seconded that the meeting be adjourned at 6:41 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

received
8/20/15 RS

August 20, 2015

Lori G. Dooley
P.O. Box 5
Creede, CO 81130

Town Board of Trustees, City of Creede
P.O. Box 457
Creede, CO 81130

Board of Trustees,

Please accept this letter of interest regarding the vacant position on the Town Board of Trustees. I understand that it is an appointment for 8 months until the municipal election in April, 2016. I meet all of the criteria required as I have been a resident of the city since October 2013 and am registered to vote.

I have 32 years in business management and I believe that experience would be an asset to the City. My experience includes owning and operating a successful retail business and working in small and large corporate environments in operations management. I am committed to our community and love living here. It is a responsibility I would look forward to, and it would be an honor to have the opportunity to serve my community.

Respectfully,



Lori G. Dooley

From: [Ed Vita](#)
To: clerk@creedetownhall.com
Subject: Letter expressing interest in City Council seat vacancy
Date: Friday, August 21, 2015 10:54:27 AM

To whom it may concern,

I would like to express my interest in being considered for one of the seat vacancies on the City Council.

The open vacancy on the planning and zoning commission interests me as well. Although, at this time, I'm not fully aware if it is legal or appropriate for one person to hold both of these positions simultaneously.

Many regards,
ED

--

Ed Vita
edward.a.vita@gmail.com
303-641-8284: mobile/text

CITY OF CREEDE; A COLORADO TOWN

Monthly Check Detail

August 2015

08/28/15

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Aug 15					
Check	08/01/2015	WS...	City of Creede	Correct 7/31 Online PR from Wrong Account	-4,843.79
Liability Ch...	08/03/2015	8591	CEBT	City of Creede, 32705SG	-3,659.00
Liability Ch...	08/03/2015	CC...	GWRS (CCOERA)	98721-01/1220	-505.96
Bill Pmt -C...	08/10/2015	8592	Blair and Associates PC	2014 Audit	-7,650.00
Bill Pmt -C...	08/10/2015	8593	Brown's Septic Service, Inc.	VOID: 71061/4th of July Porta Pottys (Brown...	0.00
Bill Pmt -C...	08/10/2015	8594	Kentucky Belle Market	June Charges/Acct. #15 Tax Exempt	-86.81
Bill Pmt -C...	08/10/2015	8595	Muleys Disposal Service	August Trash Svcs/Accts 116, 1197, 1198	-1,234.00
Bill Pmt -C...	08/10/2015	8596	Oceans & Rivers, LLC	July Fuel Charges	-293.67
Bill Pmt -C...	08/10/2015	8597	Tomkins Hardware & Lumber	July Charges/Acct#580	-286.05
Bill Pmt -C...	08/10/2015	8599	Brown's Septic Service, Inc.	71061/4th of July Porta Pottys (Browns to Do...	-800.00
Liability Ch...	08/13/2015	941-...	United States Treasury	84-6000575	-2,804.98
Bill Pmt -C...	08/13/2015	8601	CenturyLink	300794472/July	-263.36
Bill Pmt -C...	08/13/2015	8602	Monte Vista Cooperative	Propane Charges/Rent/Parts	-169.84
Bill Pmt -C...	08/13/2015	8603	Valley Publishing	Advertising	-108.00
Bill Pmt -C...	08/13/2015	8604	VISA		-478.67
Paycheck	08/14/2015	8608	Benjamin J Davis		-1,065.78
Paycheck	08/14/2015	8609	Catherine Kim		-153.92
Paycheck	08/14/2015	8611	Donald L Braley		-681.30
Paycheck	08/14/2015	8612	Elizabeth R Zurn		-153.92
Paycheck	08/14/2015	8614	Eric R Grossman		-218.84
Paycheck	08/14/2015	8615	Heather DeLonga		-153.92
Paycheck	08/14/2015	8606	Mary E. McDonald		-153.92
Paycheck	08/14/2015	8617	Merolyn K Wyley		-153.92
Paycheck	08/14/2015	8620	Scott W Leggitt		-695.07
Paycheck	08/14/2015	8621	Teresa Wall		-153.92
Paycheck	08/14/2015	8610	Clyde E Dooley		-1,757.03
Paycheck	08/14/2015	8613	Eloise T Hooper		-527.79
Paycheck	08/14/2015	8618	Randi L Snead		-1,349.09
Paycheck	08/14/2015	8619	Robert B Schlough	VOID:	0.00
Liability Ch...	08/14/2015	8605	Colorado Department of Revenue	Garnishment	-72.95
Paycheck	08/14/2015	86598	Robert B Schlough		-1,020.59
Liability Ch...	08/17/2015	AFL...	AFLAC	BJB74	-179.42
Paycheck	08/31/2015	8600	Benjamin J Davis		-1,164.13
Paycheck	08/31/2015	8602	Donald L Braley		-612.02
Paycheck	08/31/2015	8624	Robert B Schlough		-1,114.24
Paycheck	08/31/2015	8625	Scott W Leggitt		-850.07
Paycheck	08/31/2015	8601	Clyde E Dooley		-1,757.02
Paycheck	08/31/2015	8622	Eloise T Hooper		-527.78
Paycheck	08/31/2015	8623	Randi L Snead		-1,349.09
Bill Pmt -C...	08/31/2015	8626	SLVREC	Monthly Electric Charges	-1,143.00
Bill Pmt -C...	08/31/2015	8627	Valley Publishing	Legal 6255/PH	-38.75
					-40,231.61

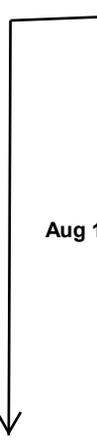
Aug 15

8604	08/13/2015	VISA			
25575	07/15/2015		Rec Program		-23.52
07212	07/15/2015		Rec Program		-51.13
1459	07/17/2015		Rec Program		-44.90
9990	08/03/2015		Misc Office Postage		-49.00
246522	08/04/2015		Restroom Latch Replacement		-177.42
74187	08/06/2015		Recreation Supplies		-89.80
Sign Order	08/13/2015		Baseball Feild Sign		-42.90
TOTAL					-478.67

Water and Sewer Fund Monthly Check Detail August 2015

Type	Date	Num	Name	Memo	Amount
Aug 15					
Bill Pmt -Check	08/28/2015	3087	Accutest Mountain Stat...	Misc Testing Costs	-412.00
Bill Pmt -Check	08/28/2015	3088	American Business Sof...	126925/Monthly Fee	-39.00
Bill Pmt -Check	08/28/2015	3089	City of Creede	August 2015 Salary Reimbursement	-10,703.74
Bill Pmt -Check	08/28/2015	3090	DPC Industries, Inc.	DE73000589-15/Chlorine	-36.00
Bill Pmt -Check	08/28/2015	3091	SLVREC	July Electricity Charges	-3,344.00
Bill Pmt -Check	08/28/2015	3092	Southern Colorado Wat...	Renew Contract per Clyde	-400.00
Bill Pmt -Check	08/15/2015	3083	CenturyLink	300794269/July	-106.88
Bill Pmt -Check	08/15/2015	3086	VISA		-255.52
Bill Pmt -Check	08/01/2015	3076	Brown's Septic Service...	17859/North Creede Septic Tank Pump	-245.00
Bill Pmt -Check	08/01/2015	3077	CDPH&E	Annual Drinking Water/Etc. Fees	-2,505.00
Bill Pmt -Check	08/01/2015	3078	Kentucky Belle Market	July Charges/#15 Tax Exempt	-9.06
Bill Pmt -Check	08/01/2015	3079	Scotty Leggit	Reimburse for Connector Purchase SF Lumber	-5.37
Bill Pmt -Check	08/01/2015	3080	Tomkins Hardware & L...	Tomkins Charges	-14.97
Bill Pmt -Check	08/01/2015	3081	UNCC	July RTL Transmissions (1) I#21507219	-1.43
Bill Pmt -Check	08/01/2015	3082	USA Blue Book	697915/Ammonia	-75.63
					-18,153.60

Aug 15



Bill Pmt -Check	3086	08/15/2015	VISA		
Bill	92741	07/17/2015	Sewer Testing		-58.10
Bill	996757	07/17/2015	Sewer Testing		-84.15
Bill	48117	07/31/2015	Water Testing		-12.50
Bill	Postage	07/31/2015	UBS & Gen Off Postage		-52.24
Bill	53907	07/31/2015	Sewer Testing		-13.45
Bill	Testing	07/31/2015	Sewer Testing		-18.00
Bill	8563	08/03/2015	Sewer Testing		-17.08
TOTAL					-255.52

City of Creede, a Statutory Town
Liquor License Summary

Note: Liquor License forms contain a mixture of confidential and public information. In an effort to protect the confidentiality of items such as Social Security Numbers, Drivers License numbers, and dates of birth, liquor application forms will no longer be available to the public. This summary is intended to give the Board of Trustees and citizens the public content of the issue at hand.

=====

Type of Action Requested: Approve Special Events Permit to sell malt, vinous and spirituous liquor at a special event.

Applicant: Creede Elks Lodge #506

Current Licensee: Same.

Factual Findings:

- Time, date and type of events to be permitted:
September 19, 2015
- The premise for the event is the Elks Lodge #506 building at 112 N Main Street.
- Applicant is a non-profit in good standing with the State of Colorado
- Applicant is eligible to apply for a Special Events Permit.
- The location is eligible to be licensed.
- The Event Manager is Jim VanRy.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- This special event is 7 of 15 total possible 2015 events.

Recommended Action

Consider approval of a multiple date Special Events Permit for Creede Elks Lodge #506.



**PRIVATE EVENT PERMIT
APPLICATION**

City of Creede
2223 N Main Street
Creede, CO 81130
(719-)658-2276

Name: SLV Rural Philanthropy Days; Taste of the SLV Reception

Address: [Redacted] Alamosa, CO 81101

Business/Organization (if applicable): Valley Community Fund

Phone: [Redacted] Email: [Redacted]

Description of Event: This event will be a reception for RPD attendees with food and beer along Main Street in front of the Elks/Post Office area.

Date and Times of Set-Up: Thursday, September 24th, 2015 2-5 PM

Dates and Times of Event: Thursday, September 24, 2015 5-8 PM

Dates and Times of Tear-Down: Thursday September 24, 2015 8-10PM

Location of Event: Main Street, between 1st St and 2nd St Creede, CO
(attach map if applicable)

Estimated Number of People Expected to Attend this Event: 220

I have read, fully understand, and agree to the terms of this Private Event Permit, any attached pages, and the City of Creede's Public Property Event Policy and Procedures:

Applicant
[Signature] 7/27/15
Date

City Clerk
[Signature] 7/27/15
Date

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 8-28-15
Date

Pre-Event Site inspection by: City _____ Applicant _____ Date and Time: _____

Post-Event Site inspection by: City _____ Applicant _____ Date and Time: _____

FOR ADMINISTRATIVE USE ONLY

Application Received 7/27/15 Fee 20+100 Date Paid _____

License Agreement Attached? Y N Proof of Insurance Attached? Y N

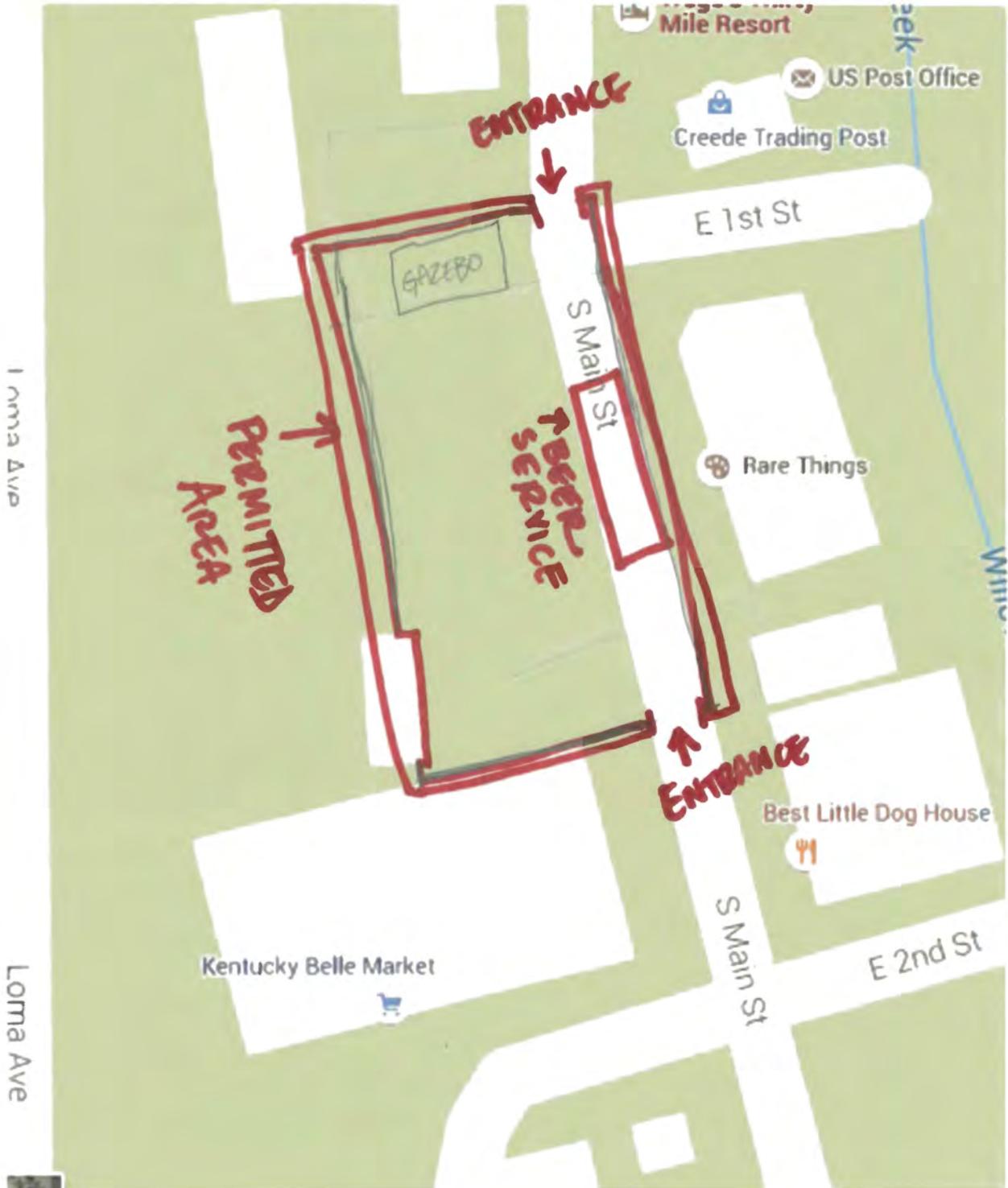
Board of Trustees Meeting Date 9/1/15

Approved by Board of Trustees this 9 day of September, 20 15

Attest: _____ City Clerk

SLV RPD

- 2 ENTRANCES/EXITS
- SNOW FENCE TO DELINEATE AREA
- ID CHECKS AT ALL (2) ENTRANCES/EXITS



City of Creede, a Statutory Town
Liquor License Summary

Note: Liquor License forms contain a mixture of confidential and public information. In an effort to protect the confidentiality of items such as Social Security Numbers, Drivers License numbers, and dates of birth, liquor application forms will no longer be available to the public. This summary is intended to give the Board of Trustees and citizens the public content of the issue at hand.

=====

Type of Action Requested: Approve Special Events Permit to sell malt, vinous and spirituous liquor at a special event.

Applicant: Valley Community Fund d/b/a Rural Philanthropy Days

Factual Findings:

- Time, date and type of events to be permitted:
4PM-10PM, 9/24/15
Taste of SLV Reception
- The premise for the event is town property as shown on attached premise map. The applicant is seeking permission to use the premises with a concurrent Private Event Application.
- Applicant is a non-profit in good standing with the State of Colorado
- Applicant is eligible to apply for a Special Events Permit.
- The location is eligible to be licensed.
- The Event Manager is Guinevere Nelson.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.

Recommended Action

Consider approval of a Special Events Permit for Valley Community Fund d/b/a Rural Philanthropy Days

City of Creede, a Statutory Town
Liquor License Summary

Note: Liquor License forms contain a mixture of confidential and public information. In an effort to protect the confidentiality of items such as Social Security Numbers, Drivers License numbers, and dates of birth, liquor application forms will no longer be available to the public. This summary is intended to give the Board of Trustees and citizens the public content of the issue at hand.

=====

Type of Action Requested: Approve Special Events Permit to sell malt, vinous and spirituous liquor at a special event.

Applicant: Creede Elks Lodge #506

Current Licensee: Same.

Factual Findings:

- Time, date and type of events to be permitted:
September 12, 2015
- The premise for the event is the Elks Lodge #506 building at 112 N Main Street.
- Applicant is a non-profit in good standing with the State of Colorado
- Applicant is eligible to apply for a Special Events Permit.
- The location is eligible to be licensed.
- The Event Manager is Jim VanRy.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid. A \$25.00 rush processing fee was assessed.
- This special event is 8 of 15 total possible 2015 events.

Recommended Action

Consider approval of a multiple date Special Events Permit for Creede Elks Lodge #506.

Town Board of Trustees
September 1, 2015
Eloise Hooper

Tumbling went very well this year. Each day a couple more youth would come. What started out with one child being pre-registered ended up with a total of thirteen youth by the end of the week. On Friday, each child choreographed a short routine connecting four to eight moves they had learned during the week. They performed their routines for parents and relatives.

The End of the Summer Carnival that will be held Saturday, September 5 during the Salsa Fest. I think this will be the last year to hold it during Salsa Fest. It is a good day to have it, as far as number of youth and adults coming to the Carnival, but getting volunteers to help with the games is very difficult. This year was even more difficult because there are girls volley ball games scheduled for the same time. Many youth who would have helped are involved with volleyball.

I have got the Movie Night, Game Night, and Renaissance Kids schedules tentatively done for September to the end of December. Movie Night can only be confirmed to the end of October. The Kid's Halloween Party is also tentatively scheduled for October 29 in the Community Center cave.

I will be out of town from September 9 – 22, visiting relatives in New York and North Carolina.

BUILDING INSPECTOR
2 certificate of occupancy
4 progress inspections
1 consult

EASEMENT AGREEMENT

This AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of September, 2015, (**Effective Date**”), by and between the **CITY OF CREEDE**, a Colorado town, by and through its Board of Trustees (the “**Grantor**”) and **CREEDE REPERTORY THEATRE** (the “**Grantee**”). Hereinafter, the Grantor and Grantee are sometimes referred to individually as a “**Party**” or collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Grantor owns East Second Street as platted in the South Creede, City of Creede, Colorado (“**Property**”); and

WHEREAS, Grantee placed a 8’x 20’ shipping container approximately five feet south of the property they own in Block 5, South Creede onto East Second Street and desires to obtain an Easement allowing the encroachment of approximately 260 square feet; and

WHEREAS, Grantor desires to grant an Easement to Grantee on the terms, covenants, and conditions more fully set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Easement Granted.** Grantor for good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby sell, convey, and quitclaim unto Grantee, and Grantees’ heirs, successors, assigns, and personal representative, an easement (“**the Easement**”) on:

A tract of land being approximately 13 ft. x 20 ft. south of Lots 16 thru 19, Block 5, South Creede. The shipping container consumes approximately 260 square foot, more or less of East Second Street. More particularly described on **Exhibit A**, consisting of one page, attached hereto and by this reference incorporated herein and made a part hereof.

2. **Term.** This Agreement shall commence on the Effective Date and be extinguished when the aforementioned existing encroaching structure is removed. From and after the Termination, this Agreement shall be deemed terminated and neither Party shall have any further rights or obligations hereunder. The Grantee will notify the Grantor any year the encroachment is not needed to avoid annual billing.

3. **Use of Site.** The site will be used for the occupancy of storage space. Grantee, at Grantee’s expense, shall have the right to access, operate, use, and maintain the shipping container within the Easement over Grantor’s adjoining real property.

4. **Consideration.** The consideration for use of the Easement by the Grantee shall be **FIFTY-FOUR DOLLARS AND TWENTY-SEVEN CENTS (\$55.07)**. This amount shall be calculated as follows: based on the assessed value in Mineral County of \$4.92 per square foot times the assessment percentage of twenty-nine percent (29.00%) times the City's mill levy of 13.680 (260 sq ft. x \$4.92 x 29.00% x 13.680 /1,000 = \$5.07 plus a \$50.00 administrative fee. This formula will be calculated annually based on the current values and mill levy. The Grantor will invoice the Grantee on June 1st of each year and if payment is not received within 30 calendar days, a penalty of \$10.00 per month will be added.

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

6. **Indemnification.** Grantee agrees to protect, defend, indemnify and hold Grantor (inclusive of its parent companies, subsidiaries and affiliates) harmless from and against any and all liabilities, claims, expenses, demands, actions losses and damages (including reasonable attorney fees and costs), that may at any time be asserted against Grantor by reason of: (i) the use of the Easement by Grantee, or its agents, servants, employees, customers, guests, visitors, contractor, invitees or licensees; or (ii) any reason relating to or arising from this Agreement, except in the event that any of the aforementioned claims arise directly out of the gross negligence or willful misconduct of Grantor.

7. **No Warranty of Title.** This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations, and rights of way affecting Grantor's property.

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

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

Grantee:
Creede Repertory Theatre
Attn: Ryan Prince
P.O. Box 269
Creede, Colorado 81130

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

9. **General Provisions.**

(a) *Severability.* If any provision of this Agreement or the application of any provision

- of this Agreement to any person or circumstance is, to an extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to persons or circumstance other than those as to which it is held invalid or enforceable, will not be affected, and each provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- (b) *Captions.* Headings and captions to the paragraphs in this Agreement are included for convenience only and do not modify and of the terms of this Agreement.
 - (c) *Further Assurances.* Each Party to this Agreement will, at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriated to evidence or carry out the intent and purposes of this Agreement.
 - (d) *No Waiver.* No term, covenant, representation, warranty or condition of this Agreement may be waived without the execution of a written instrument signed by the Grantor. The failure of Grantor at any time to require performance of any provision under this Agreement, or to exercise any remedy available to it hereunder or at law, shall in no manner affect the right of Grantor to enforce or exercise the same at any later date. Further, no waiver by Grantor of any condition, term, covenant, representation, remedy or warranty contained in this Agreement or available at law, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same.
 - (e) *Construction.* This Agreement is a fully negotiated agreement, and both Parties participated in its drafting and negotiation. As such, the Parties hereby agree that the rule of construction that an agreement be construed harshly against the drafting party does not apply and should not be applied in the event that this Agreement should be construed by a third party, including but not limited to a Trier of fact.
 - (f) *Authority.* Each Party hereby represents and warrants to the other that it has full right, power and authority to enter into and perform its duties under this Agreement in accordance with the provisions hereof and that the execution and delivery of this Agreement has been duly authorized.
 - (g) *Governing Law and Venue.* This Agreement will be governed by, and in all respects construed in accordance with, the laws of the State of Colorado, without regard to principles of conflict of laws. The proper jurisdiction and venue for any action pertaining to this Agreement shall be in the county of district court of Mineral County.
 - (h) *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall, for all purposes of this Agreement, when taken together be deemed one and the same agreement and shall become effective when all counterparts have been signed and delivered to each Party hereto.

(i) *Entire Agreement.* This Agreement constitutes the final, complete and exclusive statement between the Parties to this Agreement pertaining to the Vacant Lot, and it supersedes any and all prior and contemporaneous understandings or agreements between the Parties, whether written or oral. This Agreement is binding on and inures to the benefit of the Parties, their respective heirs, representatives, successor and permitted assigns. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth in this Agreement. Any agreement made after the date of this Agreement is ineffective to amend, modify, waive, release, or terminate this Agreement, in whole or in part, unless that agreement is in writing, is signed by both Parties to this Agreement, and specifically states that the agreement modifies this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first stated above.

Grantee:
CREEDE REPERTORY THEATRE

Grantor:
CITY OF CREEDE

By: _____
Name:

By: _____
Eric Grossman, Mayor

ATTEST:

By: _____
Randi Snead, City Clerk

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.

11. In the event that this Lease is terminated by either party, the City has the right of first refusal to purchase any structure located on the premises at fair market value in the event that the Tenant desires to sell the same and the City desires to purchase the same. In the event that the City does not desire to purchase any structures, Tenant and the City will enter into good faith negotiations to determine the disposition of any structure on the premises.
12. 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.
13. The City shall not be liable for damages, of any kind or character, arising from this Lease or the subject matter of this Agreement, to any entity or person whomsoever.
14. 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. Notice should be addressed as follows:

City of Creede
 PO Box 457
 Creede, CO 81130

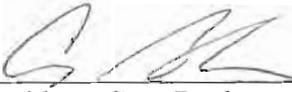
Recycle Creede, Inc.
 152 Crockett Trail
 Ward, CO 80481

15. 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

RECYCLE CREEDE, INC.


 _____ 7/29/09
 Mayor, Rex Shepperd Date


 _____ 7/29/09
 By: President, Cary Bush Date

ATTEST:

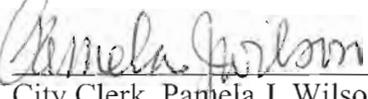

 _____ 7/29/09
 City Clerk, Pamela J. Wilson Date

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;

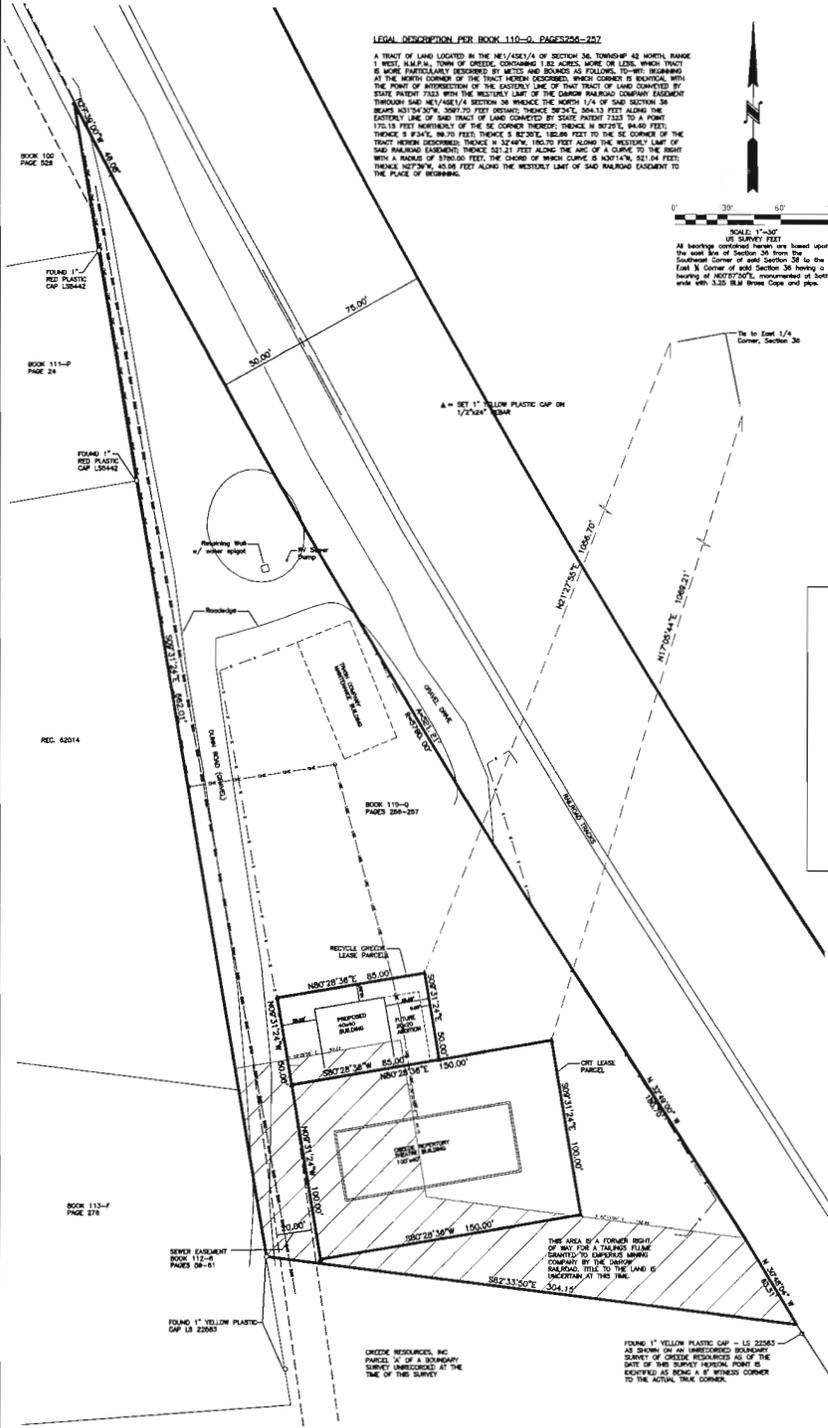
Thence S80°28'36"W a distance of 85.00 feet to the southwest corner of the parcel herein described;

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



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 IN 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 1/2 Corner of said Section 36 having a bearing of N00°57'50\"/>

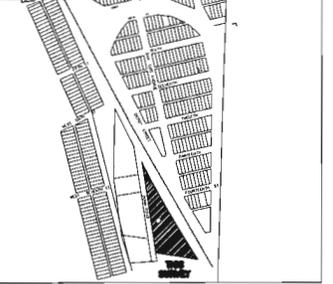
CREEDE REPERTORY THEATRE LEASE PARCEL

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 1/2 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.
3. UNDEGROUND ELECTRIC SHOWN HEREON IS APPROXIMATE. LOCATION IS SHOWN BY RED PIN FLAGS FOUND DURING A FIELD SURVEY OF THE PROPERTY.
4. ENCUMBRANCES OF PUBLIC UTILITIES IS APPARENT THOUGH NO DOCUMENTS WERE FOUND IN THE POSSESSION 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 TO HAVE DAVID ENGINEERING, INC. INTENTIONS AND BEING RECORD OR PRIVATE DOCUMENTS THAT MAY AFFECT THIS PROPERTY, THIS SURVEY REVIEWED THESE RECORD DOCUMENTS REFERENCED HEREON FOR THE DETERMINATION OF ALL BOUNDARIES DEPICTED.
2. CERTIFICATION DEFINED: THE USE OF THE WORDS CERTIFY OR CERTIFICATION BY A LICENSED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN AFFIRMATION 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 REG. NO. 8-2-2).

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

DATE OF SURVEY		DATE OF PLAT	
11/15/09	11/15/09	11/15/09	11/15/09
SURVEYOR		DRAWN BY	
KEVIN E. LUTHELL		T.C. MILL	
DAVID ENGINEERING SERVICE, INC.		DAVID ENGINEERING SERVICE, INC.	
1715 S. 10TH ST. SUITE 100		1715 S. 10TH ST. SUITE 100	
CREEDE, CO 81601		CREEDE, CO 81601	
PHONE: (719) 889-3717		PHONE: (719) 889-3717	
FAX: (719) 889-3717		FAX: (719) 889-3717	
CITY OF CREEDE		CITY OF CREEDE	

Large map in Map Expanding File

Boundary Line Agreement

This Boundary Line Agreement is made by and between Caleb and Rebecca Simon hereafter (“**Applicants**”) and the City of Creede, a Colorado Town hereafter (“**City**”). The Applicants and City are sometimes referred to individually as (“**Party**”) and collectively as (“**Parties**”).

RECITALS:

- A.** Caleb and Rebecca Simon are the owners of record & have a warranty deed for Lots 31, 32, & 33 in Block 44, North Creede in Mineral County, Colorado they purchased June 14, 2013. The Southeast portion of these lots are encumbered by approximately thirty (30) feet of U.S. Forest Service Road No. 502.
- B.** The City is desirous of clarifying Forest Service Road No. 502 as a public right-of-way while working with all property owners in the North Creede subdivision in clarifying titles and replatting developable property.
- C.** The Parties have been discussing their desire to clarify their titles through a boundary line adjustment and replat of the parcels of property’s they’ve occupied and used over the years.
- D.** Caleb and Rebecca Simon received a building permit from the City of Creede to build a new home on lot 33 and portions of lot 32 and lot 34, Block 44, North Creede because their neighbor’s house encroached onto lot 31 and a portion of lot 32.
- E.** The intent of this Agreement is to facilitate the “Parties” abilities to evaluate and execute the steps necessary to adjust their property boundaries according to provisions provided in Colorado State Statute (C.R.S. 38-44-112).

The Parties agree to the following steps.

- 1.** The Applicants had their property surveyed to help identify the property they own and have used and will provide a survey replatting the property no less than 25 days prior to the August 5th, 2014 meeting with the Board of Trustees.
- 2.** The Planning Commission and Board of Trustees began reviewing, and discussing adjusting these property boundary lines, the Boundary Line Agreement and the replatting of the properties in April, 2014
- 3.** Once this agreement is signed by all Parties, the City will prepare and send certified return receipt requested letters to adjacent property owners and put a notice in the local paper announcing a public hearing, no less than 15 days

prior to the next regularly scheduled Board of Trustees meeting for the ordinance authorizing the vacation of a portion of a platted [but never established] street, property transfers, and replat documents.

4. Caleb and Rebecca Simon will convey by quit-claim deed the southeast portions lots 31, 32, and 33 in Block 44, North Creede to the City as described in (Exhibit "A").
5. The City will prepare an ordinance and Quit-Claim deeds authorizing the Board of Trustees to vacate and convey by quit-claim deed a portion of the platted, but never established Creede Avenue and a 12.16 x 70 foot of lot 34, Block 44 North Creede (Exhibits "B" and "C") to Caleb and Rebeca Simon.
6. The City will prepare a resolution for replatting the properties for the Board of Trustees approval following the approval of the ordinance establishing proper ownership.
7. Once the Ordinance & Resolution are approved, the ordinance and deeds will be signed and recorded and then the resolution and maps (one Mylar and three 24" x 36" paper maps plus one 11" x 17" paper map) will be signed and recorded by the Mineral County Recorder.
8. All the steps of this agreement are contingent on prior steps being approved by the Board of Trustees.
9. This agreement supersedes all prior negotiations between the Parties concerning matters addressed herein and shall not be modified except in writing executed by each of the Parties.

THIS AGREEMENT is approved by the Board of Trustees this 1st day of September, 2015.

Caleb Simon

Rebecca Simon

Caleb Simon Date

Rebecca Simon Date

CITY OF CREEDE:

ATTEST:

Eric Grossman, Mayor Date

Randi Snead, City Clerk Date

EXHIBIT A

Tract 1 of Block 44 - Simon to City of Creede

A portion of land designated as "Tract 1, Block 44, North Creede", located in the South thirty feet of Lots 31, 32 and 33, Block 44, NW1/4 Section 30, Township 42 North, Range 1 East (Suspended), N.M.P.M., within the limits of North Creede (aka Townsite of Creede), Mineral County, Colorado, which Tract is more particularly described by metes and bounds as follows, to-wit:

The following bearings are based upon the South line of Section 25 from the Southeast Corner of Section 25 to the South 1/4 Corner of Section 25 having a bearing of S 89°14'00" W, monumented on both ends with 3.25 inch BLM brass caps;

Beginning at the southwesterly corner of the Tract herein described, a set 1.5 inch aluminum cap affixed to a No. 5 rebar, which corner is identical to the southwest corner of Lot 33, said Block 44, from whence the Southeast corner of said Section 25 bears S 00°18'45" W a distance of 4780.63 feet; Thence N 29°28'07" W along the west line of said Lot 33 a distance of 30.00 feet; Thence N 60°31'53" E a distance of 83.00 feet to a point on the east line of Lot 31, said Block 44; Thence S 29°28'07" E along said east line a distance of 30.00 feet to the southeast corner of said Lot 31; Thence S 60°31'53" W along the south line of said Block 44 a distance of 83.00 feet to the point of beginning.

SUBJECT TO any and all easements and rights-of-way of whatsoever nature, including Forest Road 502.

EXHIBIT B

Tract 2 of Block 44 - City of Creede to Simon

A portion of land designated as "Tract 2, Block 44, North Creede", located within a portion of Creede Avenue, NW1/4 Section 30, Township 42 North, Range 1 East (Suspended), N.M.P.M., within the limits of North Creede (aka Townsite of Creede), Mineral County, Colorado, which Tract is more particularly described by metes and bounds as follows, to-wit:

The following bearings are based upon the South line of Section 25 from the Southeast Corner of Section 25 to the South 1/4 Corner of Section 25 having a bearing of S 89°14'00" W, monumented on both ends with 3.25 inch BLM brass caps;

Beginning at the southwesterly corner of the Tract herein described, a set 1.5 inch aluminum cap affixed to a No. 5 rebar, which corner is a point on the north line of Block 43, from whence the Southeast corner of said Section 25 bears S 00°27'43" W a distance of 4758.95 feet; Thence N 29°28'07" W a distance of 25.00 feet to the southwest corner of Lot 33, Block 44; Thence N 60°31'53" E along the south line of said Block 44, a distance of 83.00 feet to the southeast corner of Lot 31, said Block 44; Thence S 29°28'07" E a distance of 25.00 feet to the said north line of Block 43; Thence S 60°31'53" W along said north line a distance of 83.00 feet to the point of beginning;

SUBJECT TO any and all easements of whatsoever nature.

EXHIBIT C

Tract 3 of Block 44 - City of Creede to Simon

A portion of land designated as "Tract 3, Block 44, North Creede", located within a portion of Lot 34, Block 44, NW1/4 Section 30, Township 42 North, Range 1 East (Suspended), N.M.P.M., within the limits of North Creede (aka Townsite of Creede), Mineral County, Colorado, which Tract is more particularly described by metes and bounds as follows, to-wit:

The following bearings are based upon the South line of Section 25 from the Southeast Corner of Section 25 to the South 1/4 Corner of Section 25 having a bearing of S 89°14'00" W, monumented on both ends with 3.25 inch BLM brass caps;

Beginning at the southwesterly corner of the Tract herein described, a set 1.5 inch aluminum cap affixed to a No. 5 rebar, from whence the Southeast corner of said Section 25 bears S 00°00'32" W a distance of 4800.70 feet; Thence N 29°28'07" W a distance of 70.00 feet to a point on the north line of said Lot 34; Thence S 60°31'53" W along said north line a distance of 12.16 feet to the northeast corner of said Lot 34; Thence S 29°28'07" E along the east line of said Lot 34 a distance of 70.00 feet; Thence N 60°31'53" E a distance of 12.16 feet to the point of beginning;

SUBJECT TO any and all easements of whatsoever nature.

Manager's Report

To: Mayor and Board of Trustees
Date: September 8, 2015
From: Clyde Dooley

CRT Encroachment Letter – Administrative Direction

Attached is the Encroachment Letter for the CRT shipping container. I inserted verbiage allowing them to notify us if they weren't going to need it in any given year. Ryan has agreed to the terms and **with your approval I'll prepare the encroachment agreement and get it signed & executed.**

Restroom note to Don – FYI

A lady and gentleman came into the office last month and asked me to give Don a envelope that contained the attached letter and some money.

Public Hearing for zoning lagoon property – Request

I need to ask the Trustees to schedule a public hearing for October 6, 2015 to consider ordinance No. 388 to rezone the newly annexed lagoon property.

Hydro Study – update

I've asked six other engineering firms for a bid on a hydro study for the flume. Two have requested a copy of the 2012 Army Corps Periodic Inspection report to help prepare quote. One has told me they don't have the time and I'm waiting to hear from the remaining three.

I'm thinking by the time we get these quotes we're not going to be able to make a decision on the design in time to do any construction this year, however we will be able to start seeking the funds we'll need - - for hopefully next fall.

Ball Park Restrooms Rehabilitation – FYI

We're getting quotes from Tomkins to purchase new stalls, wall panels, mirrors, and paint and have a local contractor remodel the ball park restrooms. We'll also get a quote on installing some small, elevated windows for some natural light.

I'll be prepared to discuss the quotes with you at our work session on the 15th.

Simon Property in North Creede – update & Request

As you may remember, Caleb Simon asked us to replat and help him clear up his boundary issues back in December of 2013. We've been trying to come up with a remedy that makes sense to both of us and it's on the agenda as a separate item. **I'd like to ask the Trustees to schedule a public hearing for November 3, 2015 to consider an ordinance and resolution to help clarify and replat his property.**

County/City Gym – thoughts

Man, have I flip-flopped on my thought of moving forward with this. I apologize for missing the last meeting with the Commissioners on this and have had lots of questions and comments about some of the things discussed.

I understand the options to be: one entity buys it out right and the other leases the space they need or enter an agreement to a portion of the annual O & M expenses.

I thought the inspection report I received last Thursday looked pretty good for something that's 43 years old. I'm sure we won't understand all the expenses involved with purchasing and running this recreation facility, but with a new Parks and Recreation Director to help us through all the unknowns, I now have to take the position of the City purchasing the gym and leasing to the County and/or Public Health Department.

I'm still gathering some information to put in a memo for you before your meeting. I don't expect to have it ready until next Monday and will get it to you as soon as I can.

Block 14, South Creede Alley vacation – FYI

Anne Pizel contacted me last Friday to let me know that in addition to the quiet title action, one of the requirements of the title commitment was for the school to arrange for the alley in Block 14, South Creede to be vacated.

I've talked with Buck and I'll start the paper work for that as soon as I can so we can hopefully get that done by the time they get the quiet title action done.

July Finances – FYI

<u>Budget</u>		YTD
General Fund	(3,207)	91, 622
Capital Improvement Fund	10,102	39,098
Conservation Trust Fund		4,435
Virginia Christensen Fund	(7,969)	(147,786)
Water & Sewer Fund	<u>(450)</u>	<u>103,511</u>
Net	(1,524)	90,880

City Sales Tax: total \$67,416 through the end of July. That's up \$2,290 for the same period last year and down \$368 compared to last July.

City Funds total \$2,221,932 through the end of July. That's up \$242,987 for the same period last year and down \$7,668 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.

I HAVE ONLY SEEN YOU ONCE.
THIS IS MY WAY OF SAYING THANK
YOU FOR THE CLEAN RESTROOMS.
HAVE FUN WITH THE TEXOS

8/3/15 50 - Two dollar bills.

KAY & I did our bathroom checks.

1 latch at Ball Park still needs done in Men + Women's rooms
3 latches at Ball Park still needs door handle added.

City Funds by account

8/28/2015

2015		Acct. No.	1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15	7/31/15	8/31/15	9/31/15	10/31/15	11/30/15	12/31/15
1	ColoTrust	548001	204,004	204,023	204,047	204,069	204,094	204,119	204,148					
2	Conservation Trust	204498	9,459	9,460	10,137	10,138	10,139	10,940	10,940					
3	Capital Improvement	200263	536,471	544,510	549,287	550,969	543,924	532,683	538,625					
4	WS Checking	204501	359,576	351,371	356,383	345,458	349,283	425,177	424,329					
5	WS Savings	360422	23,818	23,818	23,826	23,826	23,826	23,833	23,833					
6	Deep Creek (Res)	360430	51,948	51,948	51,967	51,967	51,967	54,731	54,731					
7	Virginia Christensen	254010	236,717	236,747	236,774	226,940	186,834	186,865	178,896					
8	WS 2% Savings	360449	42,047	42,047	44,228	44,228	44,228	45,608	45,608					
10	CD 4/5/04	651232	69,727	69,736	69,744	69,753	69,761	69,770	69,779					
11	Gen. Fund Checking	204188	647,402	681,049	639,679	621,416	656,578	675,874	671,043					
Total Funds			2,181,169	2,214,709	2,186,072	2,148,764	2,140,634	2,229,600	2,221,932	-	-	-	-	-

**City funds are up \$246,439 (2,221,932 - 1,975,493) for the same period last year
and down \$7,668 (2,221,932 - 2,229,600) from last month**

	Beginning	Ending	
2004	446,511	558,464	111,953
2005	558,464	656,467	98,003
2006	656,467	892,639	236,172
2007	892,639	1,008,282	115,643
2008	1,008,282	1,023,796	15,514
2009	1,023,796	1,277,112	253,316
2010	1,277,112	1,497,354	220,242
2011	1,497,354	1,680,710	183,356
2012	1,680,710	1,368,684	(312,026)
2013	1,368,684	1,717,812	349,128
2014	1,717,812	2,181,149	463,337
2015	2,181,149	2,221,932	40,783
		<u>1,775,421</u>	

Paving

	446,511	2,221,932	1,775,421
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In Bank	<u>Up</u>	<u>498%</u>
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Profit	<u>Up</u>	<u>398%</u>
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City Sales Tax

	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002
Jan	10,214	6,754	7,330	8,814	5,450	6,784	6,726	6,822	11,116	7,728	6,598	5,966	5,012	6,699
Feb	9,266	10,564	9,102	7,926	8,740	7,028	9,018	9,034	7,682	6,476	7,562	7,598	6,172	4,175
Mar	6,674	8,114	6,480	6,868	4,832	4,498	7,700	7,454	4,482	4,836	6,100	5,392	4,086	4,904
Apr	9,430	7,696	6,730	6,838	4,314	5,888	7,804	5,158	4,714	6,624	4,748	4,264	4,172	6,688
May	6,672	7,814	7,954	6,056	6,314	4,722	4,932	5,886	5,476	4,384	5,826	5,596	4,336	4,898
Jun	9,284	7,940	6,314	10,718	4,018	4,516	5,108	5,812	4,544	5,648	4,220	4,014	5,562	6,797
Jul	15,876	16,244	13,944	14,456	10,445	9,422	9,608	12,866	9,922	11,178	8,981	8,764	8,658	16,658
Aug		26,416	25,228	35,718	23,934	22,658	21,708	21,214	19,274	15,146	19,688	18,269	16,868	24,660
Sep		34,026	32,472	47,628	33,657	37,060	35,686	31,794	32,296	29,228	27,946	30,978	25,758	17,669
Oct		45,006	30,964	32,142	31,996	24,106	23,400	24,112	23,688	20,936	20,536	19,900	22,072	16,125
Nov		24,622	28,614	33,402	25,118	21,926	23,158	19,268	19,916	20,006	17,232	19,340	21,008	6,982
Dec		11,184	11,214	10,186	10,028	7,934	6,876	10,360	9,536	6,920	7,928	6,618	6,794	5,013
	67,416	206,380	186,346	220,752	168,846	156,542	161,724	159,780	152,646	139,110	137,365	136,699	130,498	121,268

**City sales tax is up \$2,290 (67,416 - 65,126) for the same period last year
and down \$368 (15,876 - 16,244) compared to last June**

2015						2014						2013		
Jan.	10,214	15.15%		Jan.	6,754	3.27%		Jan.	7,330	3.93%				
Feb	9,266	13.74%		Feb	10,564	5.12%		Feb	9,102	4.88%				
Mar	6,674	9.90%		Mar	8,114	3.93%		Mar	6,480	3.48%				
Apr	9,430	13.99%		Apr	7,696	3.73%		Apr	6,730	3.61%				
May	6,672	9.90%		May	7,814	3.79%		May	7,954	4.27%				
Jun	9,284	13.77%	76.45%	Jun	7,940	3.85%	23.69%	Jun	6,314	3.39%	23.56%			
Jul	15,876	23.55%		Jul	16,244	7.87%		Jul	13,944	7.48%				
Aug	-	0.00%		Aug	26,416	12.80%		Aug	25,228	13.54%				
Sep	-	0.00%		Sep	34,026	16.49%		Sep	32,472	17.43%				
Oct	-	0.00%		Oct	45,006	21.81%		Oct	30,964	16.62%				
Nov	-	0.00%		Nov	24,622	11.93%		Nov	28,614	15.36%				
Dec	-	0.00%	23.55%	Dec	11,184	5.42%	76.31%	Dec	11,214	6.02%	76.44%			
	67,416	100.00%			206,380	100.00%			186,346	100.00%				