
SPECIAL MEETING

- I. CALL TO ORDER

- II. ROLL CALL

- III. REVIEW AGENDA

- IV. OLD BUSINESS
 - a. Approve/Disapprove Resolution 2013-10 Supporting New School Bond 3A [Attorney suggested official agenda item, document still forthcoming]
 - b. Approve/Disapprove Letter to Endorse Nomination of Mayor Grossman to CML Executive Board [Retreat]

- V. NEW BUSINESS (10 minute limit)
 - a. Approve/Disapprove Development Agreement-Club at the Cliffs [See 10/8 PZ Recommendation]
 - b. Approve/Disapprove Amended Easement Agreement-Kip's Grill [See 10/8 PZ Recommendation]
 - c. Approve/Disapprove Easement Agreement-Phil & Teresa Lack [See 10/8 PZ Recommendation]

- VI. ADJOURN

REGULAR WORK SESSION

- Revisit Tomkins/Historical Society Parking Agreement [tabled Oct 2012]

- Budget Work Session Schedule [Please see "budget time again" memo from 10-1-13 packet]
 - Review Website/Social Media Policy [tabled 10/1]
 - Update on Birdsey Replat
 - Update North Creede
 - Discuss Draft Mission & Vision Statement/
Other Working Docs from Retreat [Retreat]

NO FORMAL ACTIONS CAN BE TAKEN

Posted 10/11/13

OPEN TO THE PUBLIC

October 15, 2013

CML Nominating Committee
1144 Sherman Street
Denver, Colorado 80203

Dear Committee Members:

The Board of Trustees for the City of Creede, A Colorado Town, endorses the application of Eric Grossman, for nomination to the Colorado Municipal League's Executive Board for the slate of nominees who are to be voted on by the membership at the 2012 CML Annual Business Meeting.

Sincerely,

Edward Skroch, Mayor Pro-Tem

Attest: _____
Randi Snead, Town Clerk/Treasurer

This endorsement and the application for nomination MUST be received at the League office by 5:00 pm on October 31, 2013.

Recommendation

To: Board of Trustees
From: Planning Commission
Date: 10/8/13
Re: Club at the Cliffs Building Permit

The Planning Commission held their regular monthly meeting on October 8 at 5:30 PM.

The Planning Commission was asked to consider the direction for a Commercial Building Permit for the Club at the Cliffs bed & breakfast. After discussion, Commissioner Grossman moved and Commissioner Wyley seconded to direct Manager Dooley to process the building permit by Creede Building Inspector Review contingent upon BOT approval of a Development Agreement to clarify the property title within one year and submittal of a second scale drawing. The vote was unanimous. Commission Chair Jordan declared the motion carried.

Recommendation

To: Board of Trustees
From: Planning Commission
Date: 10/8/13
Re: Kip's Grill Building Permit

The Planning Commission held their regular monthly meeting on October 8 at 5:30 PM.

The Planning Commission was asked to consider the direction for a Commercial Building Permit for Kip's Grill. After discussion, Commissioner Grossman moved and Commissioner Freer seconded to direct Manager Dooley to process the building permit by Creede Building Inspector Review contingent upon BOT approval of a Development Agreement to clarify the easement agreement. The vote was unanimous. Commission Chair Jordan declared the motion carried.

DEVELOPMENT AGREEMENT

This AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of October, 2013, (**Effective Date**”), by and between the **CITY OF CREEDE**, a Colorado statutory town, by and through its Board of Trustees (the “**Grantor**”) and **KIPS GRILL** (the “**Grantee**”). Hereinafter, the Grantor and Grantee are sometimes referred to individually as a “**Party**” or collectively as “**Parties**”.

WITNESSETH

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

WHEREAS, Grantee owns a restaurant on Lots 16, 17, 18, 19, and 20, Block 16, South Creede, Creede, Colorado and obtained an Easement Agreement with the Grantor allowing the encroachment of approximately 630 square feet of a commercial building onto the Property on July 16th 2013; and

WHEREAS, the Grantee applied for a building permit to construct an additional roof structure to protect their walkway on portions of the property addressed in the July 16, 2013 easement 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:

Construction Granted. The Grantee may construct the additional roof structure as described on Building Permit Application No. 13-15 with the following conditions.

1. The Grantee will strictly adhere to the site plan as shown on the building permit application.
2. The Grantee will install “snow brakes” to prevent rain, snow, and ice from falling on the public sidewalk.
3. The Grantee understands that any new or additional construction on the property covered in the July 16, 2013 easement agreement will require the approval of the Board of Trustees.

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

Grantee:
KIPS GRILL

Grantor:
CITY OF CREEDE

By: _____
Kip Nagy, Owner Date

By: _____
Eric Grossman, Mayor Date

ATTEST:

By: _____
Randi Snead, City Clerk Date

DRAFT

Recommendation

To: Board of Trustees
From: Planning Commission
Date: 10/8/13
Re: Lack Easement Agreement

The Planning Commission held their regular monthly meeting on October 8 at 5:30 PM.

The Planning Commission was asked to consider an Easement Agreement on an alley at 308 Rio Grande Avenue for Phil & Theresa Lack. After discussion, Commissioner Grossman moved and Commissioner Freer seconded to recommend the approval of the easement agreement to be drafted administratively by Manager Dooley. The vote was unanimous. Commission Chair Jordan declared the motion carried.

ENCROACHMENT LICENSE AGREEMENT

This AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of October, 2013, (**Effective Date**”), by and between the **CITY OF CREEDE**, a Colorado statutory town, (the “**City**”) and **Philip and Teresa Lack** (the “**Licensee**”). Hereinafter, the City and Licensee are sometimes referred to individually as a “**Party**” or collectively as “**Parties**”.

1. Recitals.

The City owns Rio Grande Street and the alley in Block 12 as platted in the South Creede, subdivision, City of Creede, Colorado (“**Property**”).

The Licensee owns a house on Lots 8, 9, 10, and 11, Block 12, South Creede and desires to obtain a License allowing the encroachment of approximately 48.8 square feet for a strip of the house (45.4 sq. ft.) encroaching into the alley in Block 12 and a fraction of the house (3.4 sq. ft.) encroaching in Rio Grande Street.

2. Encroachment License.

Now, therefore, in consideration of the mutual covenants and conditions contained herein the City hereby grants an Encroachment License for the existing structure mentioned above only.

A strip of land occupied by a fraction of an existing residence, located within the alley way transecting Block 12, South Creede, City of Creede, adjacent to Lots 8 and 9 in said Block 12, situated in the NE¼ Section 36, T. 42., R.1W., N.M.P.M., Mineral County, Colorado, which strip is more particularly described by metes and bounds as follows: Beginning at the SE corner of the strip herein described, whence NE corner of said Section 36, bears N54°02'E a distance of 1450.5 feet and whence the NE corner of Lot 11 in said Block 12, bears N76°14'E a distance of 51.7 feet; thence N13°54½"W, along the edge of the said existing residence, a distance of 1.44 feet to the NE corner of the strip herein described; thence S76°05½"W, along the edge of the said existing residence, a distance of 32.4 feet; thence S13°54½'E, along the edge of the said existing residence, a distance of 1.36 feet; thence N76°14'E, along the North line of Lots 8 and 9, a distance of 32.4 feet to the place of beginning, containing 45.4 sq. ft., more or less, and SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

Plus

A triangular shaped parcel occupied by a fraction of an existing residence, located within the right of way for Rio Grande Street, adjacent to Lot 8, Block 12, South Creede, City of Creede, situated in the NE¼ Section 36, T42N., R,1W., N.M.P.M., Mineral County, Colorado, which parcel is more particularly described by metes and bounds as follows: Beginning at the SW corner of the parcel herein described, whence N¼ corner for said Section 36 bears N59°02'W a distance of 1573.5 feet, and whence the SW corner of said

Block 12 bears S05°06'49"W a distance of 99.3 feet; thence N05°06'49"E, along the East line of said Block 12, a distance of 4.68 feet to the NE corner of the parcel herein described; thence S76°05½W, along the edge of the said existing residence, a distance of 1.52 feet to the NW corner of the parcel herein described; thence S13°54½E, along the edge of the said existing residence, a distance of 4.42 feet to the place of beginning, containing 3.4 sq. ft., more or less, and SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

3. Terms.

This agreement shall commence on the Effective Date and be extinguished when the aforementioned existing encroaching structure is removed, destroyed or damaged to the extent of 50% of its present size or value. From and after the Termination, this Agreement shall be deemed terminated and neither Party shall have any further rights or obligations hereunder.

4. Use of Site.

This site will be used for the occupancy of a private residence. During the term of this Agreement, Licensee shall keep the premises in good condition and free from any other encroachment(s). Nothing in this agreement shall waive or modify any obligation to seek building permits, variances, or other approval necessary to meet applicable laws and regulations.

5. Consideration.

The consideration for this Encroachment License shall be **FIFTY DOLLARS AND EIGHTY-FIVE CENTS (\$50.85) per year.** 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 12.271 (48.8 sq ft. x \$4.92 x 29.00% x .012271 = \$0.85) plus a \$50.00 administrative fee. This formula will be calculated annually based on the current values and mill levy. The City will invoice the Licensee on October 15th of each year. If payment is not received within 30 calendar days, a penalty of \$10.00 per month will be added.

6. Indemnification.

Licensee agrees to protect, defend, indemnify and hold the City (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 City by reason of: (i) the use of the Easement by Licensee, 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 City.

7. **Assignment.**

This License Agreement may not be assigned by the Licensee without the prior written consent of the City. The City encourages the Licensee to inform any purchaser of the Licensee's property or interests of the existence of this Agreement and the City will promptly consider any request by the Licensee for assignment to such subsequent purchaser.

8. **No Warranty of Title.**

This Easement License is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations, and rights of way affecting the City'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:

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

Licensee:
Philip Lack
6420 Shady Oaks Lane
Plano, TX 75093

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.**

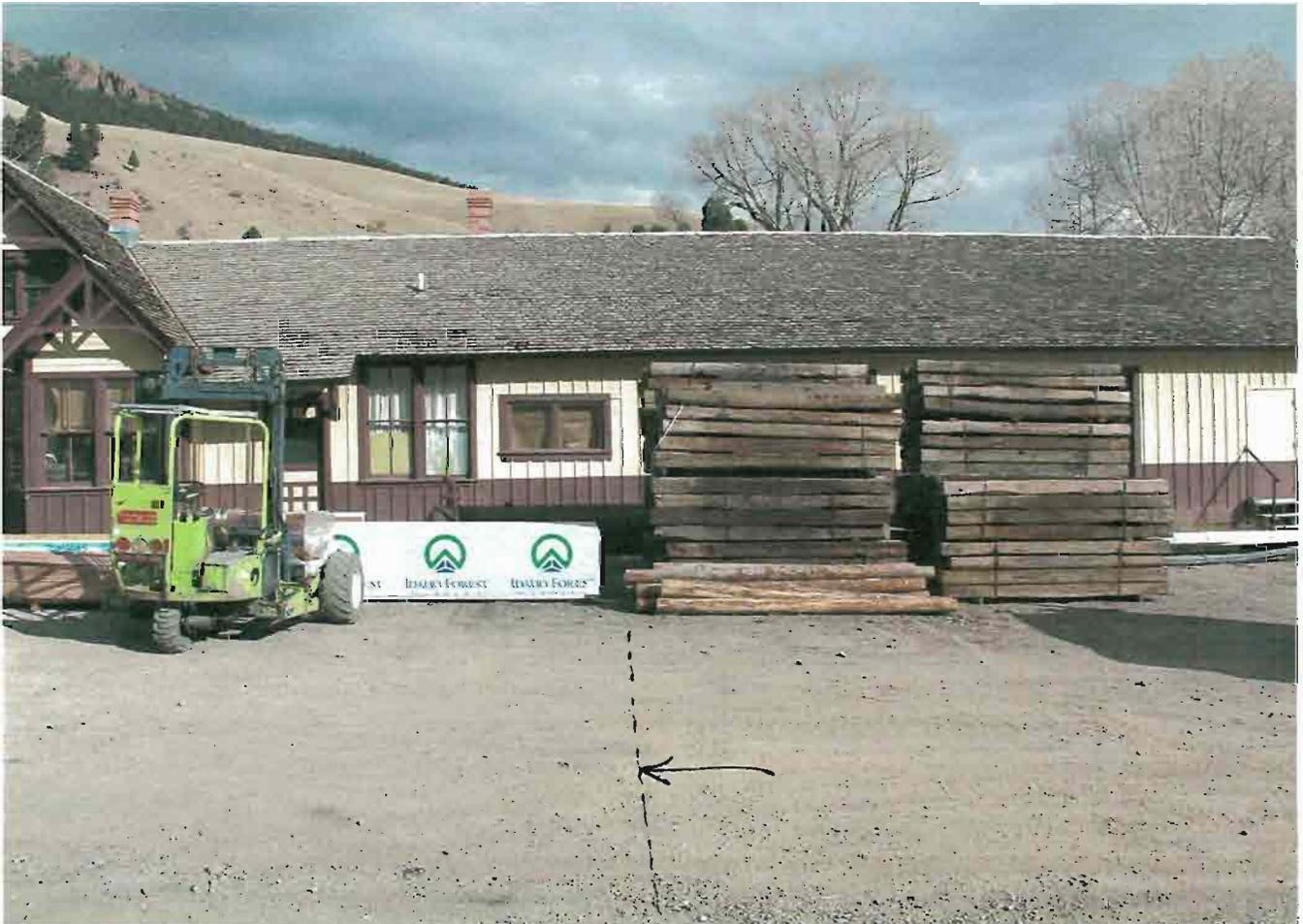
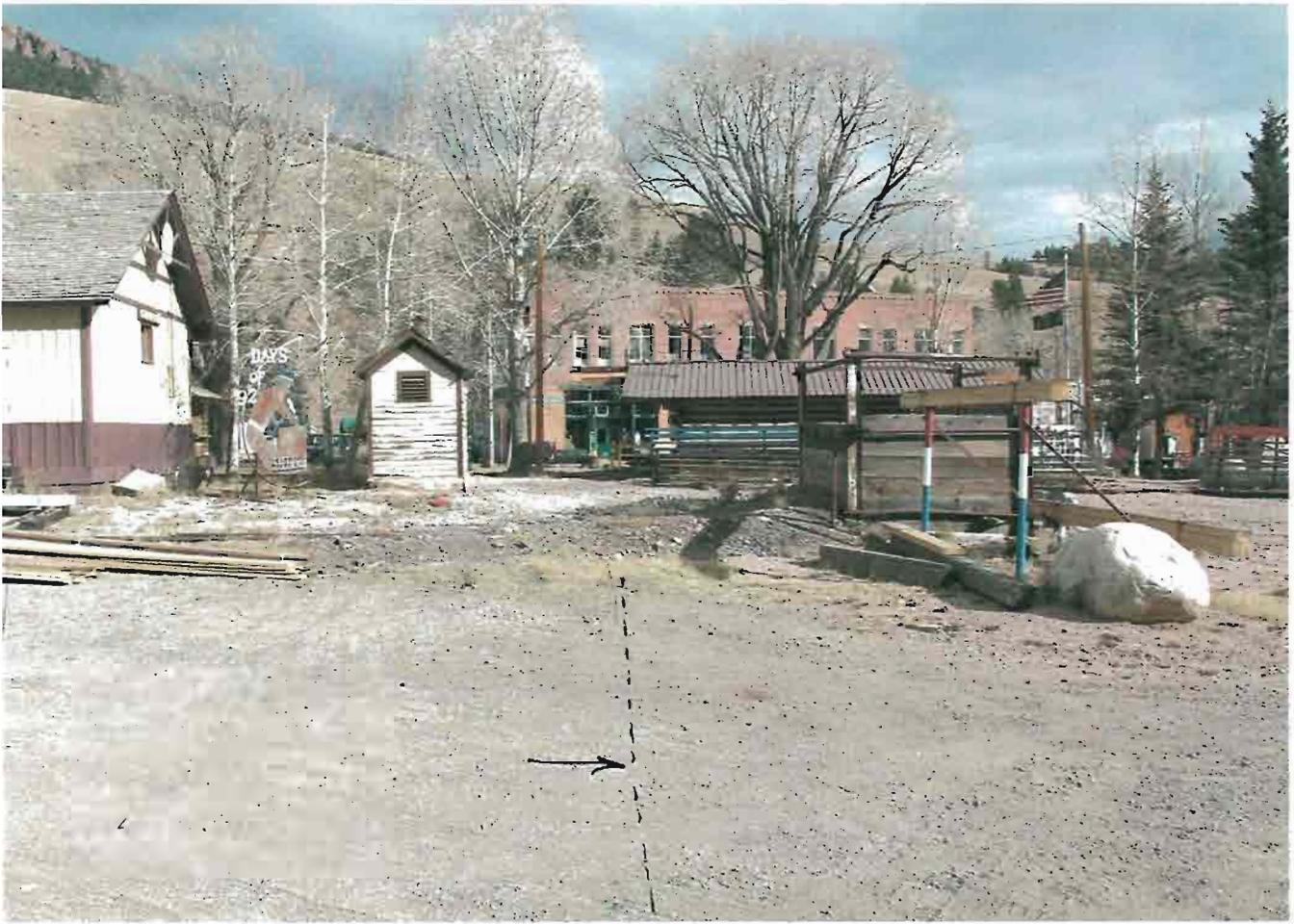
(a) *Severability.* If any provision of this Agreement or the application of any provision of this Agreement to any person or circumstance is, to an extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to persons or circumstance other than 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 City. The failure of the City 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 the City to enforce or exercise the same at any later date. Further, no waiver by the City 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 Property, 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.

PAGE 2 OF 3



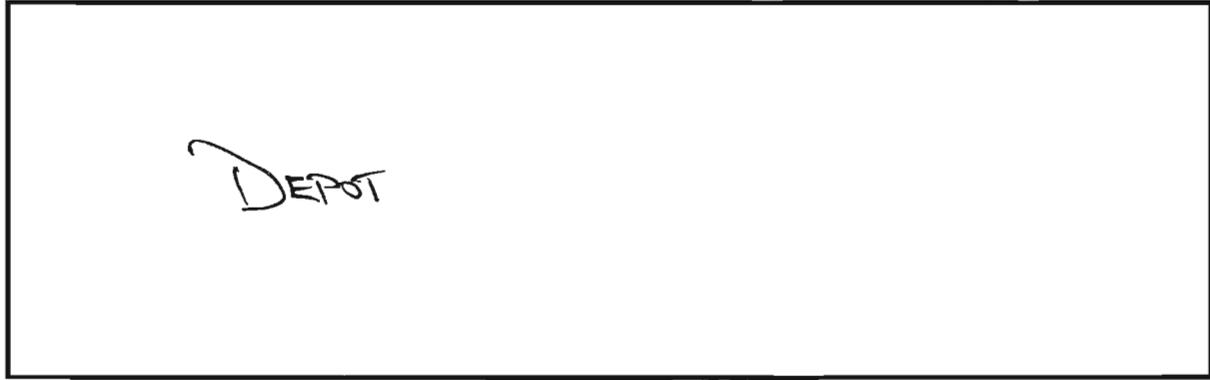
10' buffer 6-8 height

Historical Society Library

N

WALL STREET

Driveway



10' buffer

6' height limit

Proposed Area for Tomkins

LOMA STREET

A very crude map
Not to Scale

City of Creede

Website & Social Media Policy

POLICY

The City recognizes the benefit of using an official website and web-based social media as a tool for disseminating information to residents and the wider community. In order to ensure that the users of the City's website & social media/networking sites have a clear understanding of the procedures to be followed, this policy has been established.

DEFINITION

This policy applies to the City of Creede's website, www.colorado.com/creede, and the City of Creede's Facebook page. Use of any additional online presence must be approved by the Board of Trustees. This policy does not apply to any City employee or elected official social media accounts.

ADMINISTRATIVE POLICY

The City website & Facebook page shall not be used by the City or any City employee or representative to disclose sensitive and/or confidential information. City social media/networking sites shall not be used by any City employee or representative for private or personal use or for the purpose of expressing personal political views. Employees who use social media/networking sites for official City business are responsible for complying with applicable laws, regulations and policies as well as proper business etiquette. The City's social media/networking sites are considered a City asset and logins to these accounts must be securely administered in accordance with City security policies. The City reserves the right to shut down any City website or social media account due to violations of the City's policies.

City Website

The City Clerk and City Manager have administration privileges to the City website. The City Clerk is primarily responsible for maintaining the page, including posting (distributing information), updating, and removing information from the page; and managing record retention of the page per the City's records retention schedule.

Appropriate types of website information include:

- Meeting Calendar
- Online Services
- Staff Contact Information
- City Records
- Public Works Announcements

- Notices of position openings for city staff positions or Board & Commission positions
- Emergency notifications
- Other types of information at the discretion of the City Clerk and City Manager

Facebook Page

The City Clerk and City Manager have administration privileges to the City Facebook page. The City Clerk is primarily responsible for maintaining the page, including monitoring the page for outside posts and comments; posting (distribution original information), commenting (responding to something already posted), updating, and removing information from the page; and managing record retention of the page per the City's records retention schedule.

Facebook Page Set-Up

The Info tab should include the following information:

- Address, Website, Office Hours, Parking Lot, Phone Number, and About
- The About section should read: "If you are looking for more information about the City of Creede, A Colorado Town, please visit www.colorado.gov/creede. To contact city staff or Council please call (719)658-2276.

Posting and Commenting on Facebook by City

Posts should focus on significant City interest areas and be organized in a manner that avoids conflicting information across the City's various communication media.

Links to more information should be used to direct users back to the City's official website for more information, forms, documents or online services, when possible. Any comments by the City to a post should relate to the original post and provide either for clarification or a response to a comment from the public on that post.

Appropriate types of information for posts include:

- Notices and reminders of City meetings
- Notices and reminders of City services
- Notices and reminders of City events
- Notices of changes or updates to the official website such as the addition of agendas
- Notices of Town Hall closure due to holiday or weather
- Notices of position openings for city staff positions, Trustee positions, or Board & Commission positions
- Emergency notifications
- Other types of information at the discretion of the City Clerk and City Manager

Posting and Commenting on Facebook by Public

It is the City's policy that the City will not allow any posts on the Facebook page Wall by a user other than the City. However, the City does allow comments to a posted item pursuant to this policy. The purpose of the City's Facebook page is to present matters of public interest in the City of Creede. We welcome citizen comments and expect that any conversation will follow the general rules of respectful civil discourse.

The City posts information, moderates comments, and responds to comments generally during regular business hours on Monday through Friday. If a comment is made after business hours or during the weekend that requires a response by the City, the City will do so during the next regular business day.

The City of Creede does not discriminate against any views, but we reserve the right to delete submissions that fall outside our comment guidelines, including but not limited to the following:

- A. Comments not topically related to the particular content being commented upon;
- B. Profane language or content;
- C. Discourteous communications including personal attacks on an individual's character or appearance;
- D. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, physical or mental disability, sexual identification or orientation, or national origin;
- E. Sexual content or links to sexual content;
- F. Solicitations of commerce;
- G. Conduct or encouragement of illegal activity;
- H. Information that may tend to compromise the safety or security of the public or public systems; or
- I. Content that violates a legal ownership interest of any other party

The above section of the Social Media policy will be posted on the City's Facebook page.

Disclaimer

The following disclaimer should be added to the City Facebook site:

The City of Creede's use of external social media sites is provided as a public service. The City of Creede disclaims liability for ads, videos, promoted content, or comments accessible from any external web page. The responsibility for external content of comments rests with the organization or individuals providing them. Any inclusion of external content or comments on external social media sites does not imply endorsement by the Creede.

City of Creede, a Colorado Town...

Mission Statement:

To Provide and maintain infrastructure, facilities, community environment, and services that ensure the health, safety, welfare, and quality of life for both residents, and visitors by balancing planning and freedom in order to maintain, and continue the raw, old west style community that Creede is known for.

Vision Statement:

To make Creede a sustainable place for year round families by emphasizing key areas of our community:

- Operating, repairing, upgrading, and maintaining quality infrastructure.
- Supporting staff in customer service, and daily operations.
- Having an informed electorate, and general public with both modern, and old-fashioned correspondence.
- Highlighting and supporting key community, and economic drivers.
- Fostering both a business, and community friendly environment, while still applying our "Mission statement."
- Having open and cooperative relations with both local, and area governments.

City of Creede, a Colorado Town...

Key Community / Economic Drivers:

(in no particular order)

School.
Downtown Business District.
Local History.
Art Community.
Geography and the surrounding Outdoors.
All Places of Worship.
Tompkins Hardware.
Kentucky Belle Grocery.
Creede Repertory Theatre.
Health Clinic.
Museums.
City, County Relations.
Parks and Recreation.
Housing for the Working Class.
Overall Quality of Life.

Board of Trustees Protocol:

Running a quality, professional meeting.
Consistent movement of Agenda items.
Work Session to Regular Meeting efficiency of operation.
Mayor calling on non-speaking trustees before concluding any discussion.
Positive remarks to Community, and better dissemination of facts.
Better Overall Communication not only internally with Staff, but with the
general Public as a whole.
Establish and maintain a business friendly environment.
Highlight Economic and Community Drivers, and talk about positively.
Maintain Healthy City / County Relations and overall Inter-Governmental
Love.
Board Support of Staff.
Develop In House Email.