

REGULAR WORK SESSION

- Retail Marijuana
- School Water Update
 - Flume Update
 - Recycle Creede

NO FORMAL ACTIONS CAN BE TAKEN IN WORK SESSION

SPECIAL MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW AGENDA
- IV. NEW BUSINESS (10 minute limit)
 - a. Executive Session to discuss Personnel Matters Specifically for the Purpose of Evaluating the Performance of Appointed Staff pursuant to Colorado Revised Statute §24-6-402 (4)(f)(I)
- V. ADJOURN

Posted 8/15/14

OPEN TO THE PUBLIC

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;

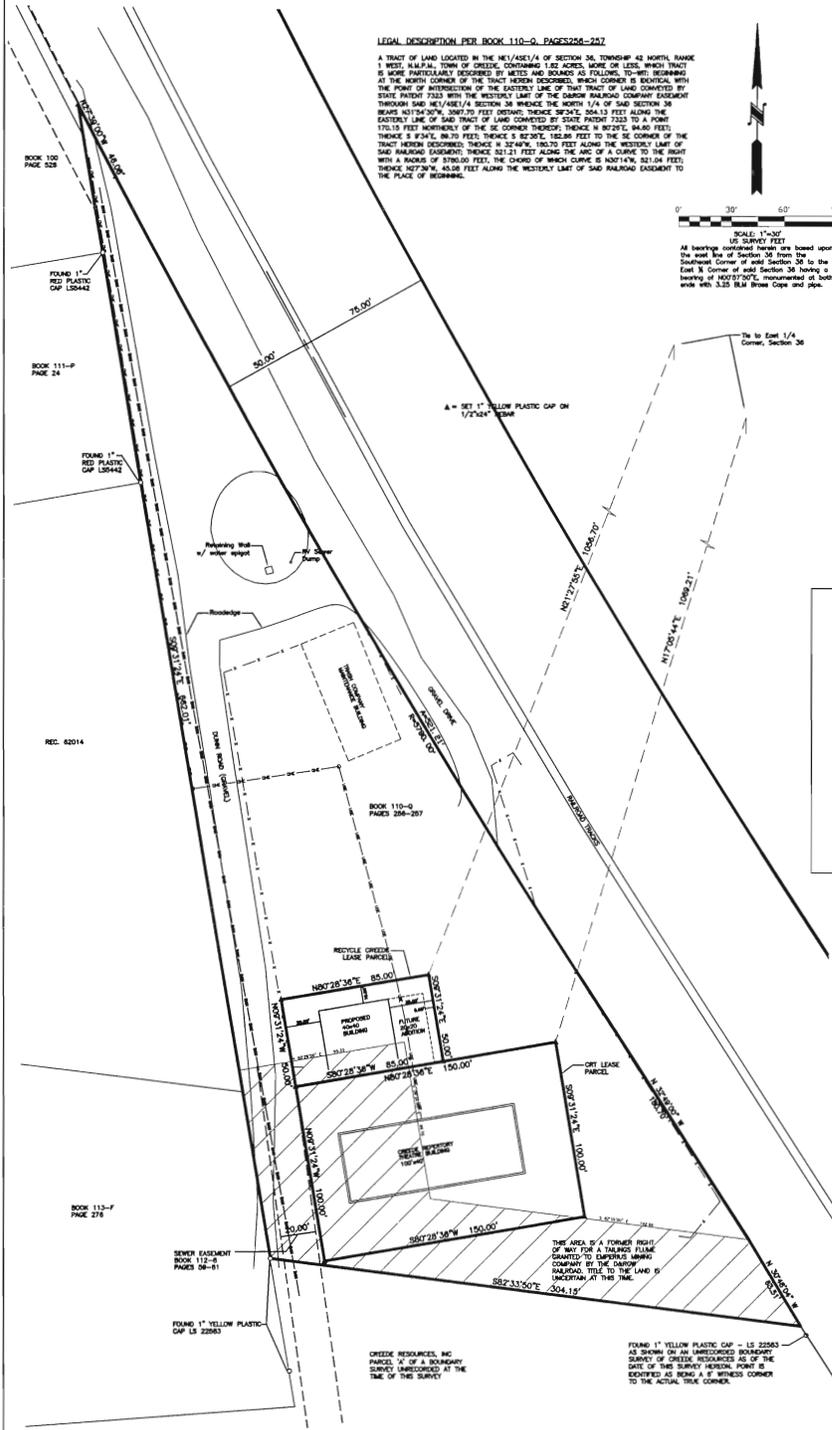
Thence S80°28'36"W a distance of 85.00 feet to the southwest corner of the parcel herein described;

Thence N09°31'0124"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 NE1/4SE1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 1 WEST, N.M.P.M., CITY OF CREEDE, MINERAL COUNTY, COLORADO, BEING MORE OR LESS WHOLE 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 7323 WITH THE WESTERN LINE OF THE GARDEN HAWKING COMPANY EASEMENT THROUGH SAID NE1/4SE1/4 SECTION 36 HENCE THE SOUTH 1/4 OF SAID SECTION 36 BEARS N07°28'36\"/>

RECYCLE CREEDE LEASE PARCEL

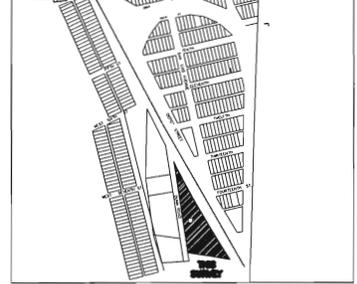
A Parcel of land located within the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 42 North Range 1 West of the N.M.P.M., City of Creede, Mineral County, Colorado being more particularly described by metes and bounds as follows:
All bearings contained herein are based upon the east line of 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 SUBDIVISION PROCESS IS REQUIRED TO COUNTY COMMISSIONERS OF 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. EASEMENTS OF PUBLIC UTILITIES IS APPARENT THOUGH NO DOCUMENTS WERE FOUND IN THE RECORDS OF THE PROPERTY.



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 A TITLE OPINION BY THE SURVEYOR OR DAVIS ENGINEERING, INC. EXCEPT AS INDICATED HEREIN. IT IS NOT INTENDED TO MAKE DAVIS ENGINEERING, INC. RESPONSIBLE AND SHALL BECOME BY APPROVE DOCUMENTS THAT MAY AFFECT THIS PROPERTY. THIS SURVEY REVIEWED THESE RECORD DOCUMENTS REFERENCED HEREON FOR THE DETERMINATION OF ALL BOUNDARIES DEPICTED.
2. CERTIFICATION DEFERRED. THE USE OF THE WORDS 'CERTIFY' OR 'CERTIFICATION' BY A LICENSED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN AFFIRMATION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FIGURES 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. 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
DAVIS ENGINEERING SERVICE, INC.

FOR REVIEW

"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. In no event may any action based upon any defect in this survey be commenced more than two years from the date of the certification shown herein."

REVISIONS		DATE	

Large map in Map Expanding File.

City of Creede City Manager Review Form

Reviewer: _____

<p>Please rate each performance category by either checking the appropriate box or placing a number 1 (low) through 10 (high) next to the category. Written comments are welcome.</p>	<p>Exceeds Expectations 10 or 9</p>	<p>Successful 8 or 7</p>	<p>Meets Expectations 6 or 5</p>	<p>Needs Improvement 4 or 3</p>	<p>Fails/Did Not Meet Expectations 2 or 1</p>
<p><u>Overall Management Performance</u> Comments:</p>					
<p><u>Personal Communication, Public Relations</u> Comments:</p>					
<p><u>Communications/Relationship with the City Council</u> Comments:</p>					
<p><u>Communications/Verbal and Written</u> Comments:</p>					
<p><u>Political Relationships with other Municipalities, County Officials, State Officials</u> Comments:</p>					

<p>Please rate each performance category by either checking the appropriate box or placing a number 1 (low) through 10 (high) next to the category. Written comments are welcome.</p>	<p>Exceeds Expectations 10 or 9</p>	<p>Successful 8 or 7</p>	<p>Meets Expectations 6 or 5</p>	<p>Needs Improvement 4 or 3</p>	<p>Fails/Did Not Meet Expectations 2 or 1</p>
<p><u>Achievement of Goals Set by City Council</u> Comments:</p>					
<p><u>Overall Leadership of the Organization</u> Comments:</p>					
<p><u>Staff Supervision/Overall Performance of City Staff</u> Comments:</p>					
<p><u>Financial Management (including budgeting) and Project Management</u> Comments:</p>					
<p><u>How would you rate the leadership and direction the Mayor and City Council have provided to the City Manager?</u> Comments:</p>					

Other comments:

City of Creede City Clerk Review Form

Reviewer: _____

<p>Please rate each performance category by either checking the appropriate box or placing a number 1 (low) through 10 (high) next to the category. Written comments are welcome.</p>	<p>Exceeds Expectations 10 or 9</p>	<p>Successful 8 or 7</p>	<p>Meets Expectations 6 or 5</p>	<p>Needs Improvement 4 or 3</p>	<p>Fails/Did Not Meet Expectations 2 or 1</p>
<p><u>Overall Performance</u> Comments:</p>					
<p><u>Personal Communication, Public Relations</u> Comments:</p>					
<p><u>Communications with the City Council</u> <u>(Agenda/ Packet Preparation/Scheduling, etc.)</u> Comments:</p>					
<p><u>Communications/Verbal and Written</u> Comments:</p>					
<p><u>Achievement of Goals Set by City Council</u> Comments:</p>					

Please rate each performance category by either checking the appropriate box or placing a number 1 (low) through 10 (high) next to the category. Written comments are welcome.	Exceeds Expectations 10 or 9	Successful 8 or 7	Meets Expectations 6 or 5	Needs Improvement 4 or 3	Fails/Did Not Meet Expectations 2 or 1
<u>Performance in Treasurer Capacity:</u> Comments:					
<u>Performance in Records Manager Capacity:</u> Comments:					
<u>Performance in Election Official Capacity:</u> Comments:					
<u>Performance in Liquor License Liaison Capacity:</u> Comments:					
<u>Performance in Other Capacities(Utility Billing, HR, PZ Secretary, Court Clerk, VC Grants, other as assigned) :</u> Comments:					

Other comments:
