

SPECIAL MEETING, 5:30 P.M.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. REVIEW AGENDA
- V. OLD BUSINESS
 - a. Consider Mays 90% Design Completion
 - b. Consider Mays Notice to Proceed
 - c. Consider Henderson Contract
- VI. NEW BUSINESS
 - a. Consider CMC Survey Questions
- VII. ADJOURN

REGULAR WORK SESSION (Following Mtg)

- Reports & Presentations – Public Works, LWCRCo, Recreation
 - Mayer Survey
 - Relocation Guide FYI (Check out here)
- Check-in: BOCC/BOT Work Sessions
 - PZC Update on Tiny Homes
- ATV Education/Enforcement Plan/Safety Officer Discussion
 - IGA Mineral Co Sherriff Discussion
 - Baptist Church Request
 - Any Other Business

Posted 3/16/18

OPEN TO THE PUBLIC

City of Creede, Colorado
Mays Construction Specialties, Inc.
Phase 2
Notice to Proceed

Mays Construction Specialties, Inc.
2399 Riverside Parkway
P.O. Box 4229
Grand Junction, CO 81502
kvanderberg@mays-mcsi.com

March 20, 2018

Dear Kyle Vanderberg,

The City of Creede exercises its option to pursue Phase 2 with Mays Construction Specialties, Inc. for the completion of the Willow Creek Flume Rehabilitation Project.

Pursuant to section 1.2 of the City of Creede, Colorado Design/Build Contract Guaranteed Maximum Price Agreement, the City of Creede Board of Trustees hereby accepts the 90% Design/Construction Documents under Phase 1 of the Willow Creek Flume Rehabilitation Project. Please consider this document as your Notice to Proceed to complete the services and activities described in the contract.

Thank you,

Jeffrey Larson
Mayor
City of Creede

**CITY OF CREEDE, COLORADO
INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is made this 20th day of March, 2018, by and between the City of Creede (hereinafter "City"), a Colorado municipal corporation, and Wade T. Henderson, PE (hereinafter "Contractor"), having its principal place of business at 5868 E. CR 1S, Monte Vista, CO 81144.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

I. Scope of Agreement

Contractor shall commence, perform and complete the following professional services on the Willow Creek Flume Project (hereinafter "Services"):

1. Field inspection services during Project construction including, but not limited to, quality verification;
2. Ensure compliance with Project Contract, e.g. concrete and materials testing;
3. Other tasks as directed by Project Manager including technical consulting.

II. Term

The term of this Agreement shall commence on March 20, 2018. This Agreement may be terminated earlier by completion of Services or based on the termination provisions described herein.

III. Intent of the Parties

It is the express intent of the parties that Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

A. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE AND FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY CITY.

B. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS THE INDEPENDENT CONTRACTOR PROVIDES SUCH COVERAGES.

C. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

- D. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder;
- E. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder;
- F. Neither Contractor nor its employees will receive benefits of any type from the City;
- G. Contractor represents that it is engaged in providing similar services to the general public and is therefore not required to work exclusively for the City;
- H. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof; and
- I. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

IV. Contactor Responsibilities

In addition to all other obligations contained herein, Contractor agrees to:

- A. Furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services;
- B. Proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City; and
- C. Comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer and obtaining and keeping in force all applicable permits and approvals.

V. Compensation

A. Payment

For the satisfactory performance of the Services hereunder, the City shall pay Contractor per the rate structure attached hereto as **Exhibit A**. All payments under this contract will be to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.

B. Invoices

Contractor shall submit invoices for all Services performed under this Agreement. Such invoices shall state a description of each specific Service performed.

VI. Insurance

No later than seven (7) days after execution of this Agreement, Contractor shall provide the City with certificates of insurance evidencing the types and amounts specified below:

A. Standard Workers' Compensation as required by law in state where service is performed.

B. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence of property damage and/or personal injury.

C. Automobile Liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services. Contractor shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles, with limits of not less than \$500,000 per individual and \$500,000 per occurrence of bodily injury and property damage.

Insurance coverage shall not be reduced below the limits described above or canceled without the City's written approval of such reduction or cancellation. Contractor shall require that any of its agents and subcontractors who enter upon the City's premises shall maintain like insurance. Certificates of such insurance shall be provided to the City upon request.

Such insurance shall be primary insurance to the full limits of liability herein before stated and, should the City have other valid insurance, City insurance shall be excess insurance only; and such insurance shall not be cancelled without thirty (30) days prior written notice to the City.

VII. HOLD HARMLESS/INDEMNIFICATION CLAUSE

The Contractor agrees to hold harmless and indemnify the City, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for, or defend against, claims or damages arising solely from errors or omissions of the City, its officers, agents, or employees.

VIII. Illegal Alien Certification

A. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

B. Contractor has verified, or attempted to verify through participation in the basic pilot program, that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, contractor shall apply to participate in the basic pilot program every three months until Contractor is accepted or the public contract for services has been completed, whichever is earlier. (The provision specified in this subparagraph (B) shall not be required or effective in a public contract for services if the basic pilot program is discontinued.)

C. Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

D. If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (1) of this subparagraph (A) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in this section.

F. If a contractor violates a provision of the public contract for services required pursuant to subsection (A) of this section, the state agency (as defined in CRS 8-17.5-108(8)) or City may terminate the contract for a breach of the contract. If the contract is so terminated, contractor shall be liable for actual and consequential damages to the state agency of Town.

IX. Notice

Any notice to be given hereunder by either party, to the other, shall be in writing and shall be deemed given when sent by certified mail.

A. Notices to the City shall be addressed to:
Clyde Dooley, City Manager
City of Creede
2223 N. Main St./P.O. Box 457
Creede, Co 81101

B. Notices to Contractor shall be addressed to:
Wade T. Henderson, PE
5868 E CR 1S
Monte Vista, CO 81144

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter required to be given shall be sent by certified mail to such new address.

X. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, to the extent caused by the negligent performance of the services hereunder. If such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible, the Contractor shall bear all other costs and expenses related thereto, including court costs and reasonable attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, and damage, which is caused by the act, omission, or other fault of the City.

XI. General Terms and Conditions

A. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damage caused thereby.

B. Termination

1. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies, which may be available to it.

2. In addition to the foregoing, this Agreement may be terminated by the City for its Convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, and upon such payment, all obligation of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

C. Inspection

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

D. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

E. Nonexclusive Nature

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the City. \The City makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

F. Assignment

Contractor shall not assign or delegate this agreement or any portion thereof, or any monies due to or become due without the City's prior written consent.

H. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with, and this performance governed by, the laws of the State of Colorado. Venue shall be in Mineral County, Colorado.

I. Entire Agreement, Amendments and Modification

This Agreement constitutes the entire Agreement between the City and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **INDEPENDENT CONTRACTOR AGREEMENT** as of the date first stated above.

CITY OF CREEDE, COLORADO

CONTRACTOR

(Signature)

Mayor Jeffrey Larson

(Signature)

Wade T. Henderson, PE

Attest: _____
Randi Snead, City Clerk/Treasurer

(Date)



COMMUNITY SURVEY

Your participation in this survey is critical for planning for the future of our community, and your participation is deeply appreciated.

The aim of this survey is to get public input from Creede & Mineral County on a wide range of topics affecting our area; therefore, it may take up to an hour. For those of you on a computer or mobile device, you can save your survey and continue later with your unique ID and email address.* Participation will require a unique ID. For adults, this ID will be your Creede or Mineral County voter ID. Please visit <https://www.sos.state.co.us/voter/pages/pub/olvr/findVoterReg.xhtml> to find this information. If you are a student, please use your individual student ID.**

A word on confidentiality and accuracy:

This survey may request information from you that you hesitate to provide due to its sensitive nature. Please consider that this information gives Creede & Mineral County leaders critical concrete data for good governance and your answers are completely anonymous. Your unique identification number is used to grant you access to the survey, but does not remain connected to your survey answers.

If you are submitting your survey by paper, this cover page with your unique ID will be separated from your answers immediately, used to deactivate use of the ID, and disposed of. Paper surveys will be accumulated and tabulated in bulk, similar to the election ballot procedure, in order to maintain anonymity.

If you are experiencing trouble filling out the survey or need clarification on a question, please contact (719-)849-0853 by text or voice.

VOTER IDENTIFICATION NUMBER: _____

(UNIQUE IDENTIFIER)

DEMOGRAPHY

What is your age? _____

What is your Creede/Mineral County residency? FULL TIME PART TIME

How long have you been in the Creede/Mineral County Area?

0-1 YR 1-5 YRS 6-10 YRS 10-20 YRS 20+YRS

How long do you intend to remain in the Creede/Mineral County Area?

0-1 YR 1-5 YRS 6-10 YRS 10-20 YRS PERMANANTLY

If you moved to Mineral County from another location, what were the main factors in choosing our area?

If your family has been here for multiple generations, please indicate when they first arrived:

After 2000 1975-2000 1950-1975 1925-1950 1900-1925 Before 1900

Which part of Mineral County do you reside in?

In City Limits Creede Haven Holiday Acres Bristol Head Acres Ranch in County Eagles Nest Kid Peak Estates County Residence Not in Subdivision Wolf Creek Pass Area/Closer to South Fork than Creede

COMMUNITY & VISION

Why do you choose to live in Creede/Mineral County?

Choose three words that best describe our community to you:

1. _____ 2. _____ 3. _____

What are the three biggest challenges facing our community?

1. _____
2. _____

3. _____

Please rank the following "quality of life" items listed below in order of importance, with 1 meaning most important.

Education	<input type="checkbox"/>	Proximity to public lands/outdoors	<input type="checkbox"/>
Equality/Social Justice	<input type="checkbox"/>	Reclamation of damaged environment	<input type="checkbox"/>
Family friendly	<input type="checkbox"/>	Safety & Security	<input type="checkbox"/>
High Quality Housing	<input type="checkbox"/>	Scenery	<input type="checkbox"/>
Livable wages	<input type="checkbox"/>	Small Town Atmosphere	<input type="checkbox"/>
Natural environment	<input type="checkbox"/>	Stable economy	<input type="checkbox"/>
Nightlife	<input type="checkbox"/>	Things to do	<input type="checkbox"/>
Open space/public lands	<input type="checkbox"/>	Wildlife	<input type="checkbox"/>
Parking availability	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>

Please rank what you think the following comprehensive plan priorities should be for our community in terms of importance, with 1 meaning most important.

Develop a business incubator for new small businesses	<input type="checkbox"/>	Improve community sidewalks, trails & walkability	<input type="checkbox"/>
Develop marketing strategy to attract industry	<input type="checkbox"/>	Promote/expand arts & culture	<input type="checkbox"/>
Develop marketing strategy to attract telecommuters	<input type="checkbox"/>	Provide adequate quality infrastructure	<input type="checkbox"/>
Develop strategy to increase diversity	<input type="checkbox"/>	Provide affordable/attainable housing	<input type="checkbox"/>
Develop strategy to increase tourism	<input type="checkbox"/>	Provide community safety services	<input type="checkbox"/>
Develop/expand adult learning opportunities	<input type="checkbox"/>	Provide increased services for aging populations	<input type="checkbox"/>
Expand aviation and airport services	<input type="checkbox"/>	Pursue moving utilities underground	<input type="checkbox"/>
Expand recreational offerings and opportunities	<input type="checkbox"/>	Sustainability (Renewable energy, green building, self-sufficiency, etc.)	<input type="checkbox"/>
Expanding zoning to accommodate more business zoning.	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>

Which words best express your vision of the Creede & Mineral County community in 2030?

1. _____

2. _____

3. _____

Do you think Creede /Mineral County is changing? YES NO

If so, is it changing for better or for worse? BETTER WORSE

Why? _____

ECONOMY

What is your work status? EMPLOYED FULL TIME EMPLOYED PART TIME
UNEMPLOYED RETIRED SELF-EMPLOYED OTHER: _____

Do you own your own business? YES NO

If you work, where do you work (or, where is your business located if owner)?

CITY LIMITS MINERAL COUNTY OUTSIDE MINERAL COUNTY

Do you telecommute and/or work from home? YES NO

If so, in what industry? _____

When you leave Mineral County for 24 hours or less, why do you leave?

What products and/or services, if any, do you wish were available in Mineral County?

How important are the following economic development initiatives for Creede & Mineral County?

	Very Important	Important	Mildly important	Not important	No Opinion
Continued development of tourism industry & expansion of tourist season	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Continued Investment/Improvement of Downtown Corridor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developing a skilled workforce through training programs, recruitment, continuing education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expand resources for existing businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increasing the number of living wage year-round jobs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promoting small conventions & increasing capacity for same	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recruiting property investment, particularly along commercial corridors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supporting local entrepreneurship, especially small business and home businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

What businesses/industries would you most like to see in Creede & Mineral County?

Additional comments on Creede & Mineral County's Economy:

SERVICES & AMENITIES

What services/amenities would you like to see in Creede & Mineral County?

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|--|--------------------------|
| Accessible Public Facilities,
Sidewalks & Parks | <input type="checkbox"/> | Hospice | <input type="checkbox"/> | Senior Economic
Assistance | <input type="checkbox"/> |
| Assisted Living Facility | <input type="checkbox"/> | Nursing Home | <input type="checkbox"/> | Senior Exercise/Recreation
Activities | <input type="checkbox"/> |
| Expanded Medical Services | <input type="checkbox"/> | Pharmacy/Medical
Supply Provider | <input type="checkbox"/> | Senior Social Activities | <input type="checkbox"/> |
| Expanded Mental Health Services | <input type="checkbox"/> | RV Park | <input type="checkbox"/> | Transportation Assistance
for Seniors | <input type="checkbox"/> |
| Health Spa | <input type="checkbox"/> | Senior Co-Housing | <input type="checkbox"/> | Other: _____ | <input type="checkbox"/> |

If applicable and desired, what kind of services or amenities could aid you in staying in Creede & Mineral County year-round and/or staying permanently in Creede & Mineral County as you age?

Additional comments on Creede & Mineral County's Services & Amenities:

ENVIRONMENT & COMMUNITY SUSTAINABILITY

Do you think the Creede & Mineral County Community is self-sufficient?

YES, VERY SELF-SUSTAINING PRETTY SELF-SUFFICIENT, BUT NEEDS SOME
IMPROVEMENTS NO, NEEDS SUBSTANTIAL IMPROVEMENT TO BE SELF-SUFFICIENT

Please rank the following strategies for creating a self-sufficient community in order of importance, starting with 1 as most important:

- | | | | |
|--|----------------------|-----------------------------|----------------------|
| Conservation Education | <input type="text"/> | Renewable Energy-Geothermic | <input type="text"/> |
| Greywater Infrastructure | <input type="text"/> | Renewable Energy-Hydro | <input type="text"/> |
| Increased New Construction Energy Efficiency Standards | <input type="text"/> | Renewable Energy-Solar | <input type="text"/> |
| Increased Walkability/Bikeability | <input type="text"/> | Renewable Energy-Wind | <input type="text"/> |

Local Agriculture/Food Production	<input type="checkbox"/>	Water Use Restrictions	<input type="checkbox"/>
Public Acquisition of Private Land for Open Space	<input type="checkbox"/>	Xeriscaping Education/Resources	<input type="checkbox"/>
Rainwater Harvesting	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>

How importantly do you value the following objectives?

	Very Important	Important	Mildly important	Not important	No Opinion
Developing Sustainability/Resilience Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enhancing efforts to reduce energy usage by public vehicles and buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growing the network of trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improving air quality in town	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improving the quality of existing parks and recreation amenities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increasing renewable energy use in Creede & Mineral County	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increasing the amount of park space in the city	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preserving or enhancing access to parks and natural environments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preserving or enhancing views	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promoting development that occurs in a pattern that is sensitive to air and water quality concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promoting development that occurs in a pattern that is sensitive to wildlife habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional comments on Community Sustainability:

HOUSING

Do you own or rent? OWN RENT

Please indicate what your monthly housing costs are, including rent, mortgage, insurance, tax, utilities, and any other housing expenses: _____

What percentage of your household income is spent on housing previously provided housing expenses?

0% 1%-30% 30%-40% 40%-50% 50%-60% 60%-70%
 More than 70%

Are you satisfied with your current housing? YES NO

If not, please indicate why: _____

Did you have difficulty in finding your current housing? YES NO

Are there a variety of housing types to choose from in Creede & Mineral County?
YES, SUFFICIENT VARIETY NO, MORE VARIETY NEEDED

If you chose more variety, is there a particular variety of housing that you would like to see more of in Mineral County?

Additional comments on Housing:

PLANNING & ZONING & LAND USE

What type of development do you think Creede needs more or less of?

More:

Less:

Which areas should be zoned to allow retail businesses (choose all that apply)?

All City Limits Main Street Corridor All Valley Floor in City Limits East/West Streets on Valley Floor Airport Area Along Highway 149 Along Highway 160

Other area in city limits: _____

Other area in county: _____

Which areas should be zoned to allow service industry businesses (restaurants, bars, breweries, distilleries, etc.) (choose all that apply)?

All City Limits Main Street Corridor All Valley Floor in City Limits East/West Streets on Valley Floor Airport Area Along Highway 149 Along Highway 160

Other area in city limits: _____

Other area in county: _____

Which areas should be zoned to allow commercial/industrial activity (industrial warehouses, manufacturing, public works, etc). (choose all that apply)?

All City Limits Main Street Corridor All Valley Floor in City Limits East/West Streets on Valley Floor Airport Area Along Highway 149 Along Highway 160

Other area in city limits: _____

Other area in county: _____

Which areas should be zoned to allow high density development (multifamily housing, multiuse walkable communities, etc.). (choose all that apply)?

All City Limits Main Street Corridor All Valley Floor in City Limits East/West Streets on Valley Floor Airport Area Along Highway 149 Along Highway 160

Other area in city limits: _____

Other area in county: _____

How important are the following objectives for our community?

	Very Important	Important	Mildly important	Not important	No Opinion
Expanding planning practices and activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expanding zoning to accommodate more business zoning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identifying areas for residential development for population growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improving the development, permitting, and inspection processes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increasing density within city limits/promoting "infill"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increasing mixed-use development. Mixed-use development is development in which multiple uses (ie., residential and retail) are co-located in specific areas so as to promote walkable access between them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limiting new growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preserving historic structures and sites.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promoting a wider range of land uses throughout the city.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protecting open space.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please rank the following neighborhoods according to where you would most like to see an increase in residential development in case of community growth, starting with 1 as most desirable:

Airport Corner/Creede Haven 2	<input type="text"/>	Miners/Rat Creek	<input type="text"/>
Along Deep Creek Road	<input type="text"/>	Moonshine Mesa Area	<input type="text"/>
Creede America Area/Amethyst Heights Vacant Area	<input type="text"/>	Other Hillside Adjacent to Creede	<input type="text"/>
Creede Haven 1/Holiday Acres Vacant Area	<input type="text"/>	Rio Grande River Valley Floor (All)	<input type="text"/>
Infill existing residential areas by increased density in/around business district	<input type="text"/>	Elsewhere: _____	<input type="text"/>

Additional comments on Land Use:

Do you agree with the following statements?

	Strongly agree	Agree	Disagree	Strongly disagree	No Opinion
Main Street has an appropriate number of housing units.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Street is a successful tourist destination.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Street is appropriately affordable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Street is easily accessible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Street offers a suitable environment for pedestrians.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Street successfully and appropriately serves Creede residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Street supports the right mix of uses, including residential, retail, commercial, hotel, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

How importantly do you value the following objectives?

	Very Important	Important	Mildly important	Not important	No Opinion
Expanding downtown hotel capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expanding the ability for people to live downtown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expanding the ability for people to live walkable distance from Main Street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implementing standards to maintain historic aesthetic in downtown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improving public spaces along Main Street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increasing development downtown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limiting development downtown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promoting culture and vibrancy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promoting public art	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reducing traffic downtown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional comments on Main Street/Business District:

RECREATION:

Which of the following outdoor recreational activities do you participate in (check all that apply)?

OHV/4WD Exploring	<input type="checkbox"/>	Geology	<input type="checkbox"/>	Running	<input type="checkbox"/>
Archery	<input type="checkbox"/>	Golfing	<input type="checkbox"/>	Shooting Sports	<input type="checkbox"/>
Biking	<input type="checkbox"/>	Hiking	<input type="checkbox"/>	Snowmobiling	<input type="checkbox"/>
Birdwatching	<input type="checkbox"/>	Hockey	<input type="checkbox"/>	Snowshoeing	<input type="checkbox"/>

- | | | | | | |
|------------------------------|--------------------------|---------------------|--------------------------|----------------------|--------------------------|
| Camping | <input type="checkbox"/> | Horeshoes | <input type="checkbox"/> | Volleyball | <input type="checkbox"/> |
| Cross Country Skiing | <input type="checkbox"/> | Horseback Riding | <input type="checkbox"/> | Wild Plant Gathering | <input type="checkbox"/> |
| Downhill Skiing/Snowboarding | <input type="checkbox"/> | Hunting | <input type="checkbox"/> | Wildlife Observation | <input type="checkbox"/> |
| Fishing | <input type="checkbox"/> | Rafting/River Sport | <input type="checkbox"/> | Other: _____ | <input type="checkbox"/> |

Which of the following indoor recreational activities do you participate in (check all that apply)?

- | | | | | | |
|-----------------------|--------------------------|-------------------|--------------------------|-----------------|--------------------------|
| Art | <input type="checkbox"/> | Movies | <input type="checkbox"/> | Volleyball | <input type="checkbox"/> |
| Basketball | <input type="checkbox"/> | Music | <input type="checkbox"/> | Watching Sports | <input type="checkbox"/> |
| Crafts | <input type="checkbox"/> | Pickleball | <input type="checkbox"/> | Weight Lifting | <input type="checkbox"/> |
| Dance | <input type="checkbox"/> | Softball/Baseball | <input type="checkbox"/> | Workout | <input type="checkbox"/> |
| Instructional Classes | <input type="checkbox"/> | Spin Class | <input type="checkbox"/> | Yoga | <input type="checkbox"/> |
| Lectures | <input type="checkbox"/> | Theatre | <input type="checkbox"/> | Other: _____ | <input type="checkbox"/> |

What existing indoor or outdoor recreational facilities need creation, expansion, or improvement?

What outdoor recreational facilities would add to the quality of life in Creede? Please select your top five.

- | | | | | | |
|--|--------------------------|---------------------------|--------------------------|----------------------|--------------------------|
| ADA Accessible Outdoor Facilities (new or retrofitted) | <input type="checkbox"/> | Disc Golf Course | <input type="checkbox"/> | Skate Park Expansion | <input type="checkbox"/> |
| Additional Benches Throughout Park System | <input type="checkbox"/> | Dog park | <input type="checkbox"/> | Soccer field | <input type="checkbox"/> |
| Additional Picnic Tables Throughout Park System | <input type="checkbox"/> | Mountain Bike Trails | <input type="checkbox"/> | Splash/spray pad | <input type="checkbox"/> |
| Archery Range | <input type="checkbox"/> | Open Air Picnic Shelter | <input type="checkbox"/> | Tennis courts | <input type="checkbox"/> |
| Basketball courts | <input type="checkbox"/> | Outdoor Fitness Equipment | <input type="checkbox"/> | Trails (additional) | <input type="checkbox"/> |
| BMX Track/Jumps | <input type="checkbox"/> | Playground (additional) | <input type="checkbox"/> | Volleyball court | <input type="checkbox"/> |
| Climbing Boulder | <input type="checkbox"/> | River Access (additional) | <input type="checkbox"/> | Other: | <input type="checkbox"/> |

Additional comments on Recreation:

Your input is critical in helping Creede & Mineral County leaders do their best work, and is deeply appreciated!

**Directors Report
Kathryn Short
March 20, 2018**

February Financials:

Membership Fees February	\$602
Recreation Fees February	\$23
Gym Rentals	\$60

Total: \$685

Average Gym User per day 9
18% Daily Use Fee
82% Membership

Current / Upcoming Programs:

Wrestling
Gymnastics
Soccer
Spin
Yoga
Aerobics
High Intensity Interval Training

Summer Camps:

I am currently working with Kristeen to come up with a summer camp schedule that includes both sport and art camps for all ages.

Gym Maintenance:

- Spin Bikes- developing a maintenance routine to prevent breakdowns
- Treadmill- obtained a "like" new treadmill and fixed the one we had.
- Painting projects- painted a desk and a bookcase miner blue so they fit in and look a lot nicer in the gym. I found and painted a shoe rack in an effort to reduce tracking dirt on gym floor.
- Clean-up / declutter- cleaned out closet in boys locker room, organized closet in gym, organized and decluttered boys and girls locker rooms.
- Fixing and rearranging speakers to better utilize the systems we have.

Purchases:

Soccer Goals
Gymnastics Mats
Treadmill part
Spin Bike Part
Paint, screws, hinges, corkboard.

Ladies Aid:

Ladies Aid has agreed to fund scholarships for 5 children's gymnastics. I do not anticipate that many to be requested so I would like to hold on to those funds for future scholarships to be given out.

TODD MAYER

TO: Board of Trustees
FROM: Clyde
SUBJECT: Todd Mayer, North Creede property
DATE: March 7, 2018

In 2013 Caleb and Rebecca Simon purchased property in North Creede and after having it surveyed, learned that Forest Service Road No. 502 ran thru their property and another person's house was on their property. After long negotiation, in 2015 we traded them that for property platted as "Creede Avenue" for the Forest Service Road, but couldn't do anything about the other person's house on their property. In 2017, Caleb & Rebecca asked us if we'd continue working with them to help clear their title and we told them we would.

As you can see in the attached 8/28/17 email and Improvement Location Certificate, they wanted to "convey the South section A to the City in exchange for the North & South Sections B" as indicated on the ILC.

Todd Mayer bought the Simon property in North Creede and would like to continue with the same plan. Todd had Davis Engineering do a replat survey of the same properties with more detail and descriptions. Todd would like to convey "Tract 31R-1B" to Bobby Dawson and "Tract 31R-2B" to the City. Todd would like the City to convey "688.80 square foot of Tract 31R-1A" and 550.00 square foot of Tract 31R-2A" to him. In exchange he is willing to get a metes and bounds survey of all the properties and pay the \$500.00 fee for the due process that includes notice and a public hearing.

When this was presented to the Planning Commission, they asked for consideration to be included because it wasn't an equal land for land exchange.

The net difference in the land exchange is 471.05 square feet. Values we've used in the past include:

- \$10.00 per square foot for 5,000+ build ready property with water & sewer.
- \$5.00 per square foot for 2,500 – 5,000 build ready property without water & sewer.
- \$3.00 per square foot for less than 2,500 not build ready w/o utilities.
- If the property is along an established road that is considered legal-noncompliance because of fencing or similar circumstances that also benefits the city with their boundary & plat goals, the process is most often for the cost of the survey and the application fee.

This scenario falls into the last category since it's less than 2,500 sf, but if the Trustees would like to attach some consideration, I'd recommend \$3.00 per square foot, especially since we told Caleb & Rebecca in 2015, we'd work with them. The Board of Trustees will make the final decision including any other considerations they'd like to see.

Complications include but are not limited to: Forest Service Road 502 runs thru platted lots, Creede Avenue as platted has never been established or used as an Avenue. We did vacate that portion of Creede Avenue, conveyed it to the Simons and replatted it as Tract 31R-2 and would need to do the same thing if we want to do the same thing with "C+". Other considerations to be addressed are the noted shared infrastructure line noted on the certificate. Does Todd deeding part of his property to a neighbor justify us deeding him property without consideration? Lots of things to discuss.

Keith Luttrell with Davis Engineering talked with the Trustees a number of years ago ??? saying it is another of our boundary messes and the only way to get started was to get started.

BAPTIST CHURCH IMPROVEMENTS

TO: Mayor & Board of Trustees

FROM: Clyde Dooley

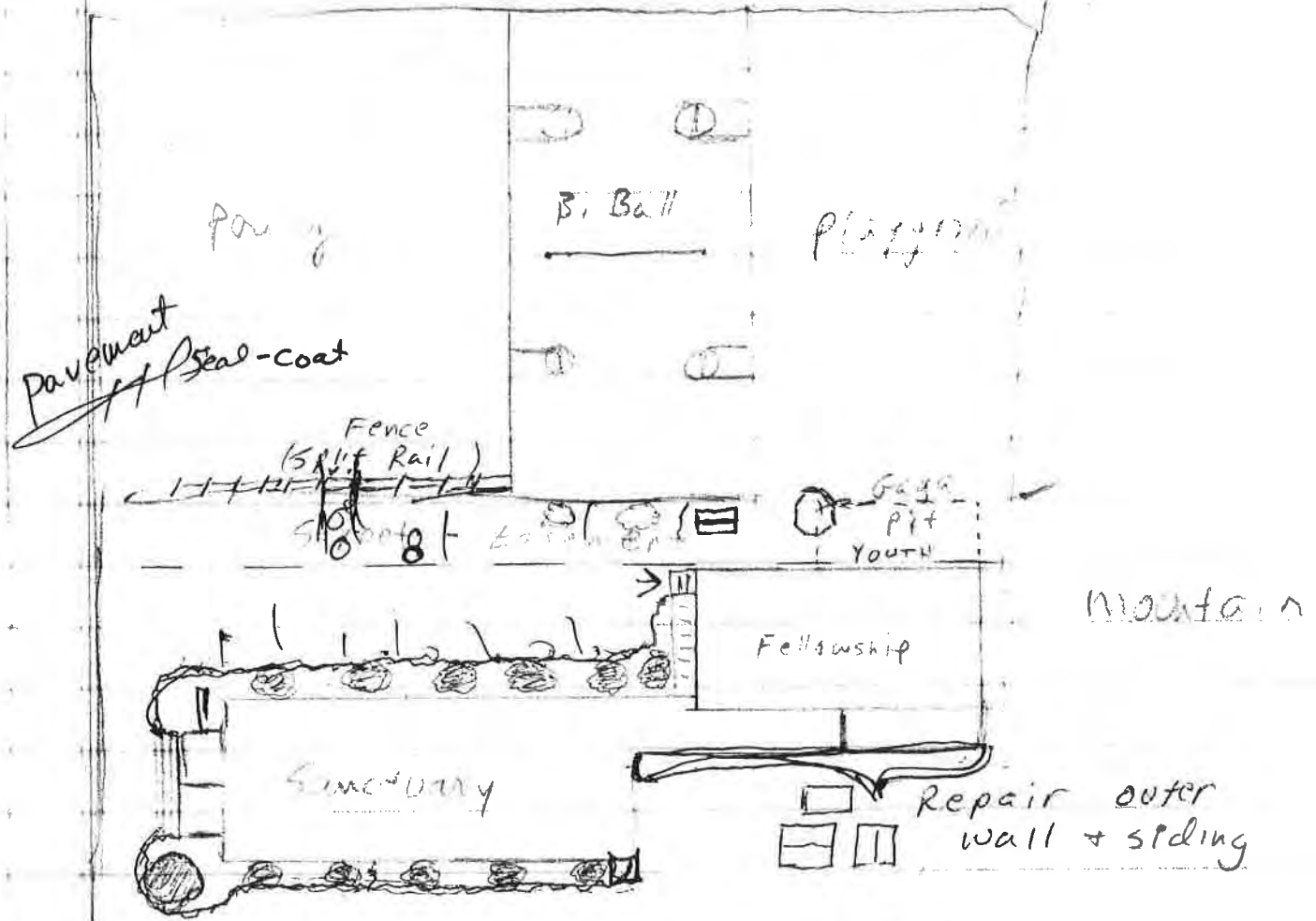
DATE: March 15, 2018

I met with Pastor Dave this afternoon to discuss some landscaping improvements the Church would like to do this spring to make their area more attractive and safe for members and visitors.

I've attached their preliminary plan and as you can see their intention and goals are exactly that. They want to work with the city as closely as possible because East 5th Street separates their parking and activity areas, which include Wyley Park and their Sanctuary and Fellowship buildings.

We do have a water line [ask Robert if it's ours or theirs] that extends to the southwest area of the tennis/basketball court. The improvements planned for the street area include a split rail fence extending westerly from the tennis/basketball court's southern fence line, a picnic table, a cobblestone path crossing the street between their properties and two trees. One of the two trees will be replacing the location of one they recently cut down because the roots were impacting their courts. Final touches to their spring project include repaving the asphalt that need it and repairing and rehabilitating the sides of the buildings as necessary.

The intended landscaping around their Sanctuary is all on their property and doesn't need the approval of the Trustees.



Spring Renovation + Beautification Project

- Building repair + reside
- Pavement - resurface?
- Landscaping
- Upgrade to downstairs int. 4 T.V.
- Covered stone structure - By B. Ball court
- Covered Benches
- River Rock
- Mulch
- TREES
- Sprinkler system

(1st of Dec - Spring)