

SPECIAL MEETING

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. EXECUTIVE SESSION
- VI. PUBLIC COMMENT

Public comment is intended for members of the public wishing to address the Board of Trustees about matters that are not listed for discussion on the agenda. Comments will be taken under advisement by the Board but no decisions will be made. At its discretion, the Board may elect to place a matter raised under public comment on a future agenda for further discussion and possible action.

- VII. PRESENTATIONS
- VIII. CONSENT AGENDA
- IX. BOARD INFORMATION ITEMS
- X. NEW BUSINESS

- a. Consideration and possible approval of a commercial lease agreement with the Mineral County / Creede Chamber of Commerce for the 2024 calendar year;
- b. Consideration and possible approval of proposals by Smith Environmental and Engineering for environmental assessments of three sites in Creede totaling \$10,200;

- XI. OLD BUSINESS
- XII. BOARD REPORTS
- XIII. ADJOURN

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement made on January 16th, 2024 by and between the City of Creede, a Colorado Town, the "Landlord" and the Creede / Mineral County Chamber of Commerce "Tenant". The Landlord and Tenant are collectively referred to in this Lease Agreement as the "Parties".

Landlord is the owner of land and improvements commonly known as the Creede / Mineral County Welcome Center located at 904 S. Main Street., Creede, CO 81130, attached as "Exhibit A" and hereafter referred to as the "Leased Premises".

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. LEASE TERM.

a. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1st, 2024 and ending on November 30th, 2024. The lease may be renewed annually in conjunction with the City's annual budget process. The lease may be terminated by either party at any time with ninety (90) days written notice.

b. Should the tenant hold over and remain in possession of the leased property after the expiration of this lease without the landlord's consent, it shall not be deemed or construed to be a renewal or an extension of this lease but shall only operate to create a month to month tenancy which may be terminated by the landlord at the end of any month upon thirty days prior written notice to the tenant.

2. RENT. In exchange for the consideration granted by the Landlord to the Tenant in this Lease Agreement, the Tenant agrees to provide the City of Creede with annual Chamber of Commerce membership.

3. USE. The Tenant shall utilize the Leased Premises solely as a the Creede / Mineral County Visitor's Center and Chamber of Commerce. If the property is used for any other purpose the Lease shall terminate and control of the property shall revert to the Landlord. The Tenant will also keep and maintain at least one (1) fire extinguisher in operating order, inspected annually, on the premises as required by the City's insurance carrier.

4. INSURANCE. Property / Casualty insurance for the Leased Premises shall be provided by the Landlord at its sole expense. The Tenant shall at its expense provide premises liability insurance and insurance for the contents of the building. Proof of said insurance shall be provide to the Landlord and must include the Landlord as an additional insured entity.

5. UTILITIES. Tenant shall be responsible for payment of all utilities for the premises. These utilities shall include, but are not limited to, electricity and heating costs, telephone service, internet, trash removal service, water and sewer.

6. MAINTENANCE AND REPAIRS.

a. The landlord shall be responsible for maintenance and repairs required to maintain the structural portions and the roof of the building on the leased property, the exterior finish of such building, and the parking lot on the subject property; all to be maintained in present condition at the sole cost and expense of the landlord. All other maintenance and repairs shall be performed by tenant, at its own expense, including all necessary repairs and replacements to pipes, heating systems, plumbing systems, electrical systems, window glass, doors, fixtures, interior decorations, and all other appliances and appurtenances belonging thereto.

b. Tenant shall not allow or permit any waste of the leased premises, and shall keep the leased grounds free from accumulations of trash or debris. Tenant shall not store any items outside of any building on the leased premises without prior written consent from landlord, and shall use only such storage areas as may be designated by landlord.

c. Landlord agrees to provide parking area snow removal services for the Leased Premises.

7. NOTICE. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord Notice Address: City of Creede, PO Box 457, 2223 N. Main St.. Creede, CO 81130.

Tenant Notice Address: Chamber of Commerce, PO Box 580, Creede, CO 81130.

8. DAMAGE AND DESTRUCTION. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within 14 days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage.

9. DEFAULT. If default of any required performance under this Lease Agreement shall at any time be made by Tenant, and if said default shall continue for fourteen (14) days after written notice thereof shall have been given to Tenant by Landlord, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

10. SUBLEASE AND ASSIGNMENT. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease Agreement in whole or in part.

11. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall

have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

12. SIGNS. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances.

13. ENTRY. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

14. QUIET POSSESSION. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. CONDEMNATION. If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. WAIVER. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17. SUCCESSORS. The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

18. COMPLIANCE WITH LAW. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

19. FINAL AGREEMENT. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Colorado as well as all the City of Creede Municipal Code.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of January 2024.

CITY OF CREEDE By _____	CREEDE / MINERAL COUNTY CHAMBER OF COMMERCE By _____
--------------------------------	---

SMITH ENVIRONMENTAL & ENGINEERING
Comprehensive Environmental Consulting & Design-Build Services



January 3, 2024

Louis Fineberg, Town Manager
City of Creede
2223 North Main Street
Creede, Colorado 81130

RE: Initial Site Assessment –Existing Center for the Arts Site

Dear Mr. Fineberg:

Pursuant to your request for proposal, this letter details a scope of work that Smith Environmental and Engineering (SMITH) will complete to perform an Initial Site Assessment (ISA) for the existing Center for the Arts location in Creede, Colorado 81130. SMITH appreciates the opportunity to submit this proposal and to complete this work for you on this project.

INITIAL SITE ASSESSMENT

SMITH will conduct an Initial Site Assessment in accordance with CDOT's ISA Checklist methodology to evaluate a site for potential hazardous materials. We will complete a site inspection, environmental database search, and interviews with appropriate landowners, if needed. SMITH will complete an ISA Checklist report according to CDOT requirements. This does not include a Phase II site investigation (sampling) should any Recognized Environmental Conditions be identified in the ISA Checklist. A SMITH Environmental Scientist II, under my supervision, will complete a Site Inspection, Records Review, and Final ISA Report. SMITH assumes that it will be given permission to enter and access to investigate the property. It also assumes that it will be given the name and phone number of the tenets that are knowledgeable about the recent land use history of the property, when given notice to proceed.

The site investigation will include a visual site inspection of the property and an adjoining land use survey of the subject property. SMITH will review design and as-built drawings (if available) of the buildings looking for underground storage tanks, storm drains, and any potential waste product repository to identify regulated equipment and structures that may contain polychlorinated biphenyls (PCBs) or other hazardous wastes; and to identify neighboring businesses and current land uses on adjoining properties to assess potential environmental impacts to the subject property. A site location map will be included in the final report.

The records review process will identify past ownership and land use that may be relevant in establishing potential environmental risks associated with the subject property. The records review will include the search of the following (when available): historic aerial photos, Tax Assessor files, land title records, street directories, and USGS topographic quadrangles.

A detailed report will be prepared and include report purpose, investigation methodology, site location, description of all activities completed, a summary of information gathered from the records review, a summary of all recognized environmental conditions (REC) discovered during the assessment, a qualitative evaluation of the REC associated with the subject property, and recommendations for additional research (Phase II investigation), if needed, to quantify RECs identified during the assessment.

TOTAL COST

The total cost (including all associated travel) for this project will be charged on a fixed fee basis and is \$ 3,400.00.

Thank you for allowing SMITH to submit this proposal. SMITH is looking forward to assisting you on this project and can finish this work within two weeks of Notice to Proceed. If this proposal is acceptable, your signature below will execute a contract between The City of Creede and SMITH to perform these services. SMITH will invoice once the report is submitted. Invoices are payable upon receipt. A monthly late fee of 10% will be assessed if payment is not received within 30 days. SMITH will proceed with work when we receive the signed proposal. Please don't hesitate to call if you have any questions or concerns regarding this proposal.

Sincerely,

Smith Environmental & Engineering

City of Creede, Colorado



Peter L. Smith, CPSS
Vice President

Louis Fineberg

Date

SMITH ENVIRONMENTAL & ENGINEERING
Comprehensive Environmental Consulting & Design-Build Services



January 3, 2024

Louis Fineberg, Town Manager
City of Creede
2223 North Main Street
Creede, Colorado 81130

RE: Initial Site Assessment –Existing Town Hall & Public Works Site

Dear Mr. Fineberg:

Pursuant to your request for proposal, this letter details a scope of work that Smith Environmental and Engineering (SMITH) will complete to perform an Initial Site Assessment (ISA) for the existing Town Hall and Public Works location in Creede, Colorado 81130. SMITH appreciates the opportunity to submit this proposal and to complete this work for you on this project.

INITIAL SITE ASSESSMENT

SMITH will conduct an Initial Site Assessment in accordance with CDOT's ISA Checklist methodology to evaluate a site for potential hazardous materials. We will complete a site inspection, environmental database search, and interviews with appropriate landowners, if needed. SMITH will complete an ISA Checklist report according to CDOT requirements. This does not include a Phase II site investigation (sampling) should any Recognized Environmental Conditions be identified in the ISA Checklist. A SMITH Environmental Scientist II, under my supervision, will complete a Site Inspection, Records Review, and Final ISA Report. SMITH assumes that it will be given permission to enter and access to investigate the property. It also assumes that it will be given the name and phone number of the tenets that are knowledgeable about the recent land use history of the property, when given notice to proceed.

The site investigation will include a visual site inspection of the property and an adjoining land use survey of the subject property. SMITH will review design and as-built drawings (if available) of the buildings looking for underground storage tanks, storm drains, and any potential waste product repository to identify regulated equipment and structures that may contain polychlorinated biphenyls (PCBs) or other hazardous wastes; and to identify neighboring businesses and current land uses on adjoining properties to assess potential environmental impacts to the subject property. A site location map will be included in the final report.

The records review process will identify past ownership and land use that may be relevant in establishing potential environmental risks associated with the subject property. The records review will include the search of the following (when available): historic aerial photos, Tax Assessor files, land title records, street directories, and USGS topographic quadrangles.

A detailed report will be prepared and include report purpose, investigation methodology, site location, description of all activities completed, a summary of information gathered from the records review, a summary of all recognized environmental conditions (REC) discovered during the assessment, a qualitative evaluation of the REC associated with the subject property, and recommendations for additional research (Phase II investigation), if needed, to quantify RECs identified during the assessment.

TOTAL COST

The total cost (including all associated travel) for this project will be charged on a fixed fee basis and is \$ 3,400.00.

Thank you for allowing SMITH to submit this proposal. SMITH is looking forward to assisting you on this project and can finish this work within two weeks of Notice to Proceed. If this proposal is acceptable, your signature below will execute a contract between The City of Creede and SMITH to perform these services. SMITH will invoice once the report is submitted. Invoices are payable upon receipt. A monthly late fee of 10% will be assessed if payment is not received within 30 days. SMITH will proceed with work when we receive the signed proposal. Please don't hesitate to call if you have any questions or concerns regarding this proposal.

Sincerely,

Smith Environmental & Engineering

City of Creede, Colorado



Peter L. Smith, CPSS
Vice President

Louis Fineberg

Date

SMITH ENVIRONMENTAL & ENGINEERING
Comprehensive Environmental Consulting & Design-Build Services



January 3, 2024

Louis Fineberg, Town Manager
City of Creede
2223 North Main Street
Creede, Colorado 81130

RE: Initial Site Assessment –Future Public Works Site

Dear Mr. Fineberg:

Pursuant to your request for proposal, this letter details a scope of work that Smith Environmental and Engineering (SMITH) will complete to perform an Initial Site Assessment (ISA) for the future Public Works location in Creede, Colorado 81130. SMITH appreciates the opportunity to submit this proposal and to complete this work for you on this project.

INITIAL SITE ASSESSMENT

SMITH will conduct an Initial Site Assessment in accordance with CDOT's ISA Checklist methodology to evaluate a site for potential hazardous materials. We will complete a site inspection, environmental database search, and interviews with appropriate landowners, if needed. SMITH will complete an ISA Checklist report according to CDOT requirements. This does not include a Phase II site investigation (sampling) should any Recognized Environmental Conditions be identified in the ISA Checklist. A SMITH Environmental Scientist II, under my supervision, will complete a Site Inspection, Records Review, and Final ISA Report. SMITH assumes that it will be given permission to enter and access to investigate the property. It also assumes that it will be given the name and phone number of the tenets that are knowledgeable about the recent land use history of the property, when given notice to proceed.

The site investigation will include a visual site inspection of the property and an adjoining land use survey of the subject property. SMITH will review design and as-built drawings (if available) of the buildings looking for underground storage tanks, storm drains, and any potential waste product repository to identify regulated equipment and structures that may contain polychlorinated biphenyls (PCBs) or other hazardous wastes; and to identify neighboring businesses and current land uses on adjoining properties to assess potential environmental impacts to the subject property. A site location map will be included in the final report.

The records review process will identify past ownership and land use that may be relevant in establishing potential environmental risks associated with the subject property. The records review will include the search of the following (when available): historic aerial photos, Tax Assessor files, land title records, street directories, and USGS topographic quadrangles.

A detailed report will be prepared and include report purpose, investigation methodology, site location, description of all activities completed, a summary of information gathered from the records review, a summary of all recognized environmental conditions (REC) discovered during the assessment, a qualitative evaluation of the REC associated with the subject property, and recommendations for additional research (Phase II investigation), if needed, to quantify RECs identified during the assessment.

TOTAL COST

The total cost (including all associated travel) for this project will be charged on a fixed fee basis and is \$ 3,400.00.

Thank you for allowing SMITH to submit this proposal. SMITH is looking forward to assisting you on this project and can finish this work within two weeks of Notice to Proceed. If this proposal is acceptable, your signature below will execute a contract between The City of Creede and SMITH to perform these services. SMITH will invoice once the report is submitted. Invoices are payable upon receipt. A monthly late fee of 10% will be assessed if payment is not received within 30 days. SMITH will proceed with work when we receive the signed proposal. Please don't hesitate to call if you have any questions or concerns regarding this proposal.

Sincerely,

Smith Environmental & Engineering

City of Creede, Colorado



Peter L. Smith, CPSS
Vice President

Louis Fineberg

Date