

WORK SESSION

I. ITEMS FOR DISCUSSION ONLY:

- a. Discussion with the Creede / Mineral County Historical Society regarding the City's land lease agreement with Tomkins Hardware and the ownership status of Basham Park;
- b. Discussion regarding City policy for memorial benches;
- c. Discussion regarding the City's participation in the Lower Willow Creek Restoration Company;
- d. Discussion regarding Chamber of Commerce membership for FY 2024;
- e. Discussion regarding the first draft of the FY 2024 annual budget for the City of Creede;

ORDINANCE 382

APPROVING LEASE AGREEMENT WITH TOMKINS HARDWARE AND LUMBER

WHEREAS, the Board of Trustees of the City of Creede (“Creede”) are granted the authority by C.R.S. § 31-15-713 to execute a lease of municipal property which is longer than one year; and

WHEREAS, the Board of Trustees finds this Ordinance will thereby promote the health, safety and general welfare of the Creede community.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COUNTY OF MINERAL, STATE OF COLORADO, the following:

Section 1: Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board of Trustees.

Section 2. Lease Approved. The Board of Trustees hereby authorizes the Mayor to execute the Lease Agreement with Tomkins Hardware and Lumber, attached as **Exhibit A**.

Section 3. Correction of Errors. City Staff is authorized to correct any typographical, grammatical, cross-reference, or other errors which may be discovered in any documents associated with this Ordinance and documents approved by this Ordinance provided that such corrections do not change the substantive terms and provisions of such documents.

Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or application of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Board hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any paragraph, division, subdivision, section, sub section, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 5. Publication. The City Clerk is ordered to publish this Ordinance by posting notice of adoption of this Ordinance on final reading by title in at least three public places within the City including the office of the City Clerk, which notice shall contain a statement that a copy of the ordinance in full is available for public inspection in the office of the City Clerk during normal business hours.



68724
2 of 7

6/26/2014 1:43 PM
ORDIN R\$41.00 D\$0.00

Eryn K Wintz
Mineral County Clerk

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after final passage.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, on this
3rd day of JUNE, 2014.

BY:

Eric Grossman,
Mayor

ATTEST:

Randi Snead,
City Clerk



Exhibit A

TOMKINS LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into on this ____ day of _____, 2014 by and between the City of Creede, a Colorado town (“Landlord”) and Tomkins Hardware and Lumber (“Tenant”) (individually “Party” and collectively “Parties”) for a storage area (“Premises”) as described in “Exhibit A” upon the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Landlord and Tenant, the Parties do hereby agree as follows:

1. **Premises.** The Landlord hereby leases to Tennant an area of vacant property east of Loma Ave. and west of the Creede Historical Museum of approximately thirty-six (3,600) hundred square feet and described in the attached “Exhibit A”.
2. **Term.** The term of this Lease shall be for five (5) years, commencing July 1, 2014 through July 1, 2019, unless terminated as hereinafter provided. Extensions of this Lease may only occur through mutual consent of the Parties in writing.
3. **Lease Payment.** The Tenant shall pay to the Landlord an annual rent in the amount of five hundred (\$500.00) dollars, which annual rental payment shall be due on July 1 of each year commencing on July 1, 2014. If the annual rent payment is not received by August 1 of each year landlord may assess a penalty of \$100.00 per month that the annual rental payment is not paid and may elect to cancel this Lease for default.
4. **Maintenance Expenses.** Tenant shall be responsible for keeping the Premises clean and further agrees to maintain the property in a manner, to the extent reasonably possible, free from common hazards to occupant
5. **Permitted Use.** The use of the premises by Tenant shall be restricted to hardware inventory storage and associated activities directly related to the Tompkins Hardware business in the City of Creede. Tenant agrees that such use shall also comply with any City ordinances and regulations. Tenant may request in writing other temporary uses of the Premises which the Landlord may grant or deny at Landlords sole discretion.
6. **Hazardous Materials.** The Tenant shall not dump or release, or allow or permit the dumping or release of, Hazardous Materials on the Premises. The term “**Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any Federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended



(42 U.S.C. Section 1801, et seq.) the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall be solely liable and responsible for the removal of any Hazardous Materials which are dumped or released on the Premises during the Term of this Lease and shall be liable and responsible for any other restoration of Premises associated with a dump or release or Hazardous Materials.

7. **Return of Premises.** After expiration of the Term, including any extension, or upon default by Tenant and early termination of this Lease, Tenant shall promptly remove all items, materials, equipment and vehicles stored on the Premises and shall promptly restore the Premises to the condition at the commencement of the Lease.

8. **Default.** The failure of Tenant to keep or perform any covenant or warranty, condition or agreement on its part to be kept or performed according to the terms and provisions of this Lease shall, upon the election of the Landlord, constitute a default. Upon an event of default the Tenant shall have 30 days to cure such default after receipt of a written notice from Landlord describing the default (“**Period to Cure**”) and if such default is not cured by the end of the Period to Cure, the Landlord may, at its discretion, terminate this Lease by giving written notice of such action to Tenant, and may exercise all or any remedies available to the Landlord at law or in equity by virtue of such default. Notwithstanding the foregoing, the Landlord may immediately terminate this Lease and Tenant shall not be entitled to a “Period to Cure” if the default is a release of Hazardous Materials in violation of paragraph 6 of this Lease. In addition, upon termination all right and interest of the Tenant to the Premises shall be immediately forfeited to the Landlord without right of reimbursement, compensation or set off. The failure of the Landlord to terminate this Lease upon a default by Tenant shall not in any way constitute a waiver of the Landlord’s right to terminate this Lease for future defaults by Tenant of the same or different type.

9. **Recover of Costs.** The Landlord shall be entitled to recover all costs, including reasonable attorneys’ fees, associated with collecting the annual rent, recovering the Premises upon default or expiration of the Lease term, and for restoration of the Premises, including any removal of Hazardous Materials.

10. **Compliance with Law and Applicable Regulations.** Tenant shall use the Premises in a careful, safe and proper manner and shall not use or permit the Premises to be used for any purposes prohibited by any federal, state, county or municipal law, ordinance, rule, regulation or code applicable to the Premise. Tenant shall not use or permit all or any part of the Premises to be used in any immoral, illegal, lewd, objectionable or offensive manner or for any such purposes. Tenant shall neither do nor permit to be done any act or thing upon the Premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or for damage to property by reason of any business or operation carried on at, from or upon the Premises or otherwise.

11. **Premises Owned by the Landlord.** The Premises, and any improvements made thereto by the Landlord during the term of this Lease are and shall at all times remain the sole property of the Landlord, and the Tenant shall have no right, title, or interest therein.



12. **Landlord's Right of Entry.** Landlord and its agents shall have the right to enter the Premises at all times, after reasonable advance notice to Tenant.

13. **Acceptance of Possession.** Taking possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises was in good and satisfactory condition when Tenant took possession.

14. **Alterations by Tenant.** Tenant shall make no alterations, additions or improvements in or to the Premises without Landlord's prior written consent.

15. **Insurance Requirements.** Tenant agrees to obtain and carry general liability and workers compensation insurance for any of his employees who may access the premises throughout the term of this Lease. Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance protecting against injury, damage or loss occurring on the licensed premises in the minimum amount of \$1,000,000.00 per occurrence. Such policy or policies shall name Landlord as an "additional insured". However, the Tenant's failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of the Tenant to indemnify or hold Landlord harmless in accordance with this Lease.

16. **Hold Harmless.** The Tenant promises and covenants to hold harmless, defend and indemnify the Landlord, its directors, employees, agents, representatives, successors and assigns, from and against any and all liabilities, claims, penalties or damages of any nature, whether present or future (including without limitation damages for personal injury, disease and death; property damage; administrative or judicial penalties or fines; accountants fees, consultants fees and attorney's fees associated with or necessary for the Landlord's defense of matters arising under this Lease), arising out of, or related directly or indirectly to the use of the Premises by the Tenant.

17. **No Other Encumbrances.** Tenant covenants and agrees not to encumber the Premises or the interest of Tenant in this Lease without the prior written consent of Landlord.

18. **Notice.** Any notice, demand, or other communication required or permitted to be given by any provision of this Lease shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, addressed as follows:

To the Landlord: City of Creede
Attn: Town Manager
PO Box 457
Creede, CO 81130
Ph: (719) 658-2246

To Tenant: Tomkins Hardware Inc.
Attn: Nick Lenzini
PO Box 129
Creede, CO 81130
Ph: (719) 658-2240



19. **Assignment.** Tenant shall not in any manner transfer or assign this Lease without the prior written consent of the Landlord and any attempt to do so without the Landlord's prior written consent shall be null and void and confer no rights on third persons.

20. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

21. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree that venue for any dispute regarding this Lease shall be in Mineral County, Colorado.

22. **Headings for Convenience Only.** The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Lease.

23. **Modification.** This Lease and its attached exhibits set forth the entire understanding and agreement between the Parties hereto with respect to the Premises. Except as otherwise provided herein, this Lease may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing and duly authorized and executed by the Parties hereto.

24. **No Partnership.** Despite anything in this Lease to the contrary, each Party is not and shall not in any way or for any purpose become principal or partner of the other Party in the conduct of its business, operations, or otherwise, or a joint venture or member of a joint enterprise with the other Party under this Lease.

LANDLORD:
City of Creede, Colorado

TENANT
Tomkins Hardware and Lumber

Mayor Date
Eric Grossman

Owner/Manager Date
Nick Lenzini

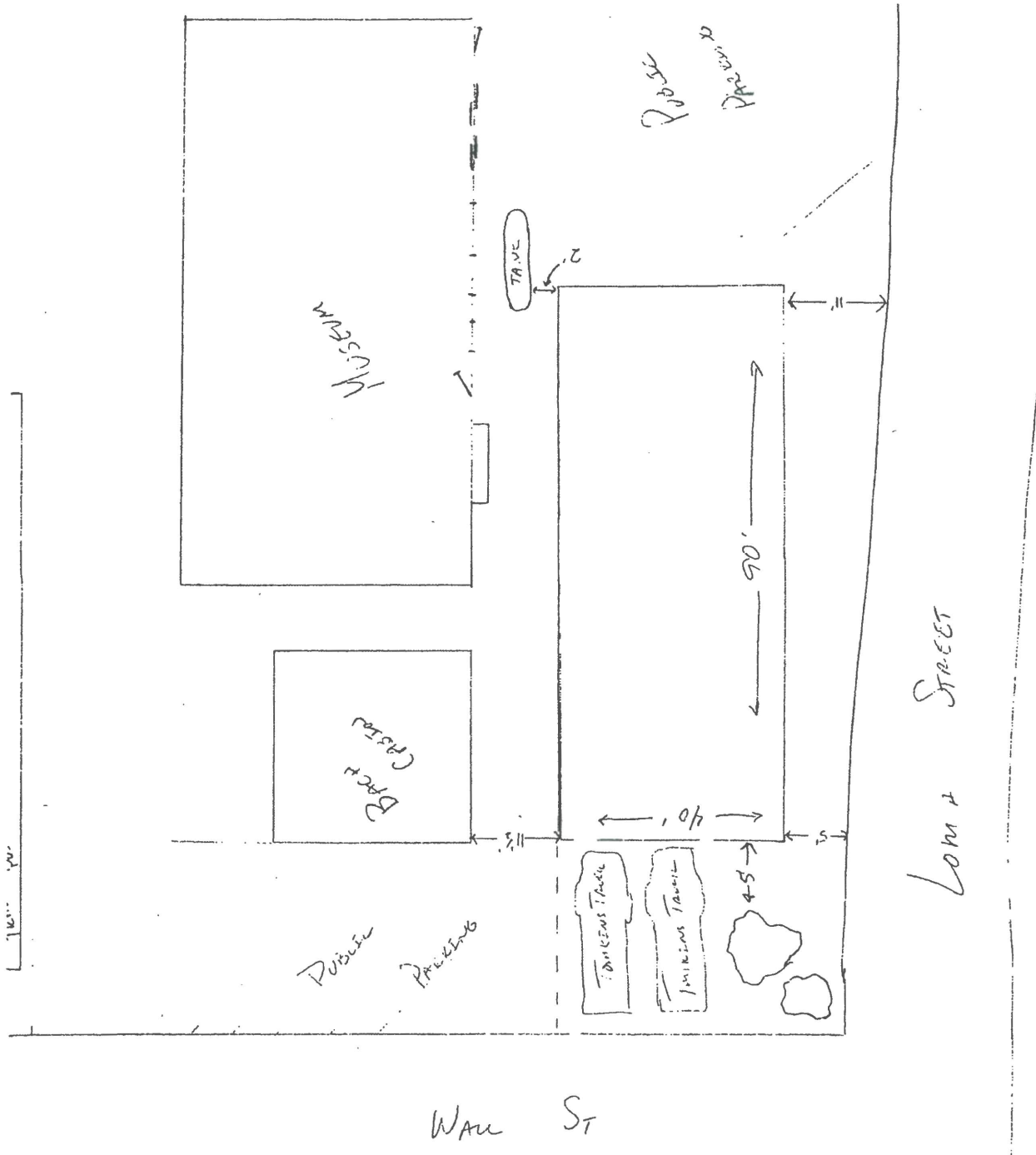
ATTEST

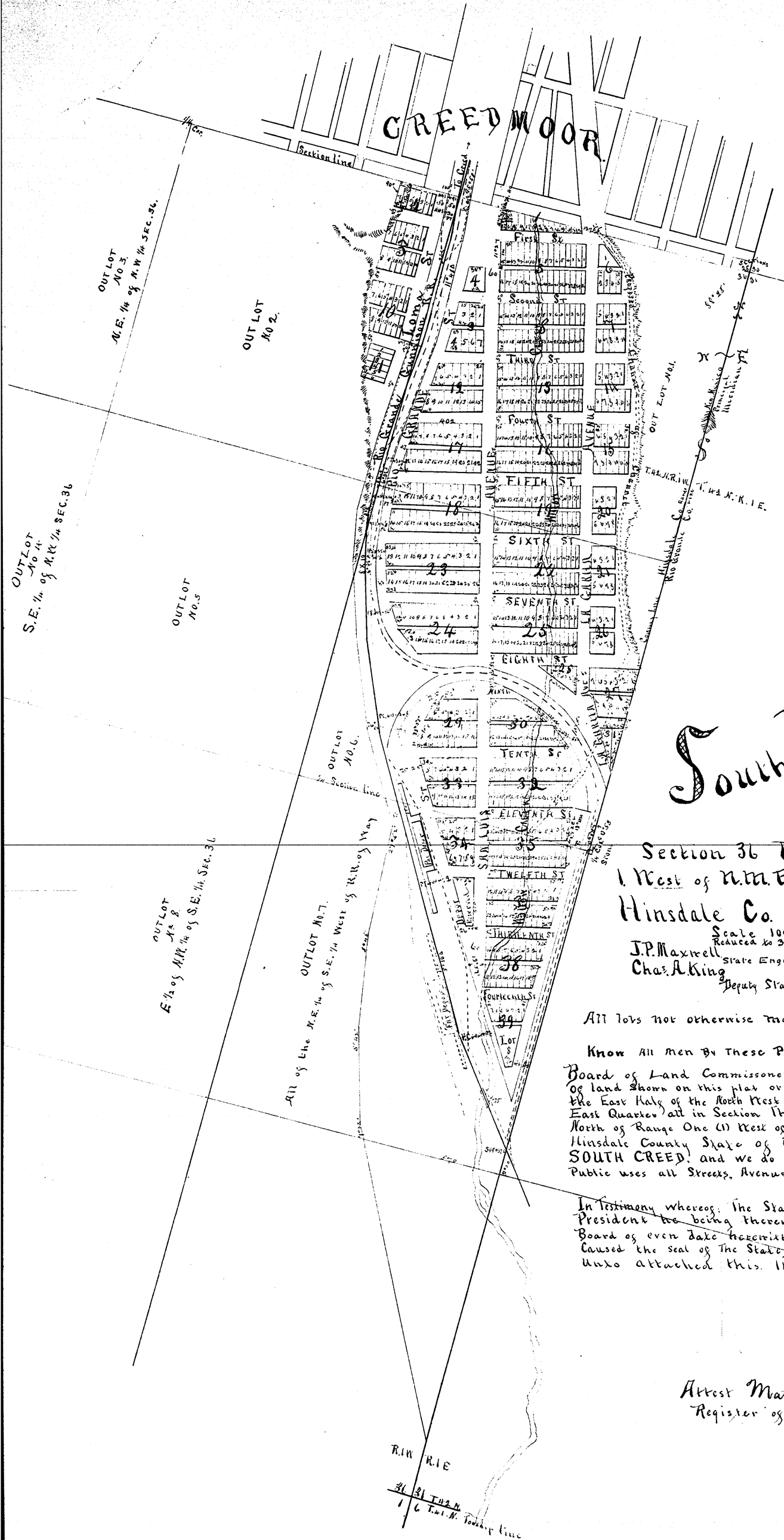
City Clerk Date
Randi Snead



EXHIBIT A

That certain area within the City of Creede, consisting of approximately 3,600 square feet as described on the diagram.





Map of
South Creede
In

Section 36 Township 42 North Range
1 West of R.M.P.M.
Hinsdale Co. Colorado,
Scale 100 ft - Inch
Reduced to 300 ft - Inch
J.P. Maxwell State Engineer
Chas. A. King Deputy State Engineer.
FEBRUARY 20th 1892.

All lots not otherwise marked are 25' by 100 feet
Know All men by these presents, That The State
Board of Land Commissioners, have laid out and platted the parcel
of land shown on this plat or map to wit: The North East Quarter
the East Half of the North West Quarter and the North 1/2 of the South
East Quarter all in Section Thirty Six (36) in Township Forty Two (42)
North of Range One (1) West of the New Mexico Principal Meridian, in
Hinsdale County State of Colorado. Under the name and style of
SOUTH CREED, and we do hereby these presents grant unto the
Public uses all Streets, Avenues and Allies as shown hereon.

In Testimony whereof, The State Board of Land Commissioners by its
President being thereunto authorized by order of said
Board of even date herewith has executed these presents and
caused the seal of The State Board of Land Commissioners to be here
unto attached this, the 20th day of February, A. D. 1892.

John L. Mount
President of the State
Board of Land Commissioners
And Governor of The State of
Colorado.

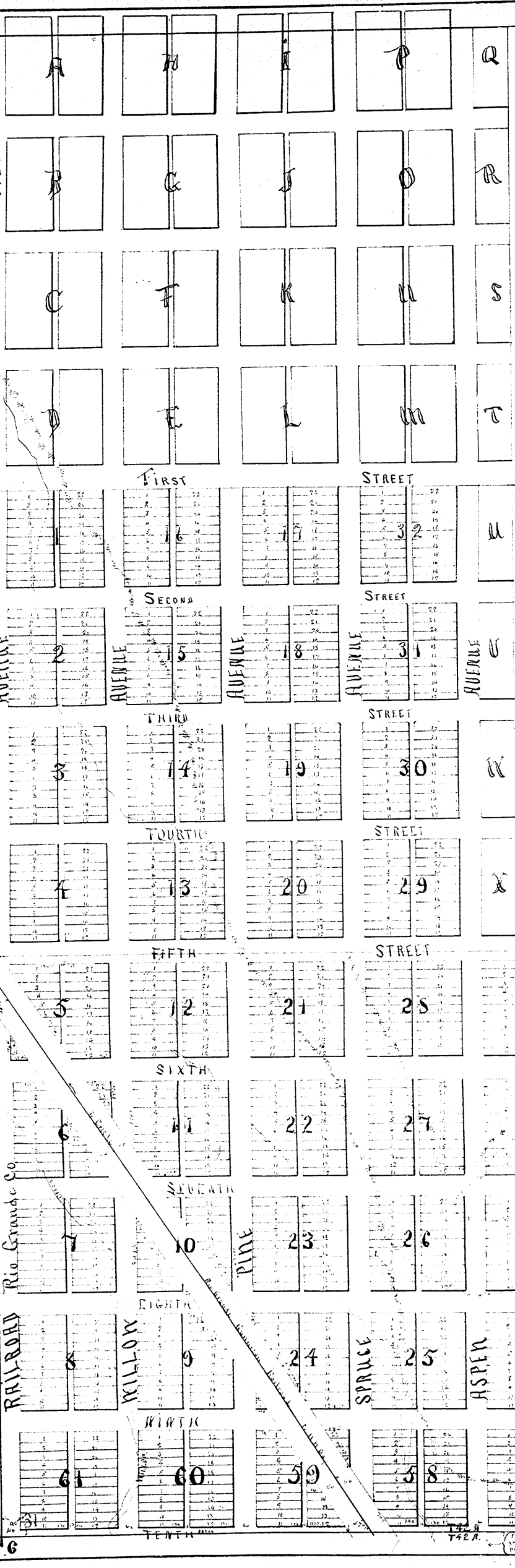
Attest Matt. Franc
Register of The State Board of Land
Commissioners.

STATE OF COLORADO) ss.
County of Rio Grande)
I, Harold C. McDonald, Clerk and Recorder in and for said County, do hereby
Certify that the above and foregoing is a full, true, and complete copy of the original as the
same appears of record in my office in Drawer 2 Map 39.
WITNESS my hand and seal of the County Clerk and Recorder of said County at
Del Norte, Colorado this 15th day of December, A.D. 1964.

Harold C. McDonald
County Clerk & Recorder
Rio Grande County, Colorado

28
58

142 N. R. 1 W. 142 N. R. 1 E.
 County Line
 Hinsdale Co
 Rio Grande Co
 36
 142 N. R. 1 W. 142 N. R. 1 E.



Amended Plat of SOUTH CREEGE, A.D.D.
Rio Grande, Co. Colo.
 MARCH 15th 1892. Scale 100' = 1 in. - Resurvey One half Civil.
 C.A. King, Engineer.

KNOW all men by these presents, that the South Creege Land and Improvement Company, a body corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, as laid out and platted under the name and title of "South Creege Addition (Amended Plat)" in the lands shown on this map to wit: the SW 1/4 of the NW 1/4 of SW 1/4 of SE 1/4 of SW 1/4 Sec 31, T22, R11E, into Blocks, Lots, Streets, Avenues and Alleys as therein shown and designated, hereby granting and dedicating to the public, the practical use and right of way to all streets and alleys, hereby amended by the map or plat of South Creege Addition, heretofore filed and recorded in the office of the Clerk & Recorder of Rio Grande County, State of Colorado, on the 15th day of February, A.D. 1892, in book 2 on page 34 of the records thereof and satisfying the plat thereon, IN WITNESS whereof the South Creege Land and Improvement Co. has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its Vice President and Secretary this 15th day of March, A.D. 1892.

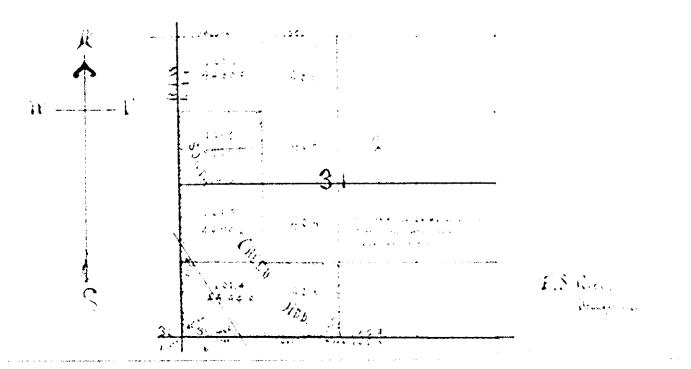
John H. Shaw, Vice President
 Henry Itleson, Secretary



CENTER OF SECTION

State of Colorado)
 Rio Grande County) ss.
 I, Notary Public, do hereby certify that the above plat of South Creege Addition, heretofore filed and recorded in the office of the Clerk & Recorder of Rio Grande County, State of Colorado, on the 15th day of February, A.D. 1892, in book 2 on page 34 of the records thereof and satisfying the plat thereon, is a true and correct copy of the original as the same appears of record in my office in Drawer 2 Map 41.

April, A.D. 1892.
 W. D. Zook
 County Clerk.



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STATE OF COLORADO) ss.
 County of Rio Grande)
 I, Harold G. McDonald, Clerk and Recorder in and for said County, do hereby Certify that the above and foregoing is a full, true, and complete copy of the original as the same appears of record in my office in Drawer 2 Map 41.
 WITNESS my hand and seal of the County Clerk and Recorder of said County at Del Norte, Colorado this 15th day December, A.D. 1964.

Harold G. McDonald
 County Clerk and Recorder
 Rio Grande County, Colorado

WARRANTY DEED

(Statutory Form — Individual)

Filed for record 8-4-89
Book 112-0 Pg 328
Reception No. 51282
Chloe Rogers, Recorder 11:40AM

KNOW ALL MEN BY THESE PRESENTS:

THAT Evalena Casey of Stillwater, Oklahoma

part Y of the first part, in consideration of the sum of Ten and no/100 dollars,

and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Creede Historical Society

part Y of the second part, the following described real property and premises situate in Mineral Colorado

County, State of Oklahoma to-wit: Township Forty-two (42) North, Range One (1) West of the New Mexico Principal Meridian, Section 36, Tract Number Fifty three (53): A thirty (30) foot wide strip of land lying between lines located fifty (50) feet and eighty (80) feet, respectively, easterly at right angles from and parallel with the centerline of The Denver and Rio Grande Western Railroad Company's present Creede Branch main track and extending two hundred (200) feet southerly from the north line of said Section thirty-six (36), containing fourteen hundredths (0.14) acres, more or less, less and except all rights to any and all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, gas or other substance in or under said land.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part Y of the second part its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Notary Public Seal: State of Oklahoma, Date 8-4-89, W. 554 HCR, 19 89

Signed and delivered this 1st day of August

Signature of Evalena Casey

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oklahoma, County of Payne, SS.

Before me, a Notary Public in and for said County and State, on this 1st day of August, 19 89, personally appeared Evalena Casey

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires Jan 1, 1990

Signature of John R. Council, Notary Public

Ms 51280

Warranty Deed

(Statutory Form—Individual)

FROM

Lawrence Cooley

TO

The Great Western Society

STATE OF COLORADO

County of Mineral

SS

I hereby certify that this instrument was filed for record in my office, on 11:48 o'clock A. M., Aug. 4 1987 and is duly recorded in book 112-0

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E. Lee Rogers
County Clerk

By _____ Deputy

Return to _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____, County of _____, SS.

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____ Notary Public

No. 31555

PATENT
In Form Of A Quit Claim Deed

STATE OF COLORADO)
TO JOSEPH D. CASEY

STATE OF COLORADO)
COUNTY OF MINERAL) SS:

I hereby certify that this instrument was filed for record in my office at 1:30 P.M) O'Clock
Sept. 7, 1965 and is duly recorded in Book 110-J Page 248

Chloe Rogers
Recorder

STATE OF COLORADO

PATENT

In Form of a Quit Claim Deed

PATENT NO. 7319

THIS DEED, Made this 17th day of August in the year of our Lord one thousand nine hundred and sixty-five,
between the STATE OF COLORADO, of the first part, and JOSEPH D. CASEY , Box 86 , Creede, Colorado,
of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the sum of -----
SIX HUNDRED NINETY AND NO/ 100.....Dollars (\$690.00), to the said party of the First part in
hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged,
has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release,
sell, convey and QUIT CLAIM unto the said party of the second part, his heirs, successors and assigns,
forever, all the right, title, interest, claim and demand which the said party of the first part has
in and to the following described land situate , lying and being in the County of Mineral, and State of
Colorado, to-wit:

TOWNSHIP FORTY-TWO (42) NORTH - RANGE ONE (1) WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN

SECTION THIRTY-SIX (36) : Tract Number Fifty-two (52) : A forty (40) foot wide
strip being the easterly forty (40) feet of said Section
Thirty -six (36) extending south Thirteen hundred sixty-
five (1365) feet, more or less, from the southerly end
of curve in tail tract of wye of the Denver and Rio Grande
Western Railroad Co., as said tract was formerly constructed
and operated, to a line seventy-five (75) feet northeasterly
at right angles from and parallel with the centerline of said
Railroad Company's present Creede Branch main track, containing
One and twenty-five hundredths (1.25) acres, more or less,

Tract Number Fifty-three (53): A thirty (30) foot wide strip
of land lying between lines located fifty (50) feet and eighty
(80) feet, respectively , easterly at right angles from and
parallel with the centerline of The Denver and Rio Grande
Western Railroad Company's present Creede Branch main track and
extending two hundred (200) feet southerly from the north line
of said Section thirty-six (36), containing fourteen
Hundredths (0.14) acres, more or less.

RESERVING , However, to the State of Colorado, all rights to any and all minerals, ores and metals of any
kind and character, and all coal, asphaltum, oil, gas or other like substance in or under said lands,
the right of ingress and egress for the purpose of mining , together with enough of the surface of the
same as may be necessary for the proper and convenient working of such minerals and substances;

Subject to any and all easements or rights of way heretofore legally obtained and now in full force
and effect , if any there be.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto
nelonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim
whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit
and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year
first above written.

#####SEAL STATE OF COLORADO #####

STATE OF COLORADO

John A. Love

Governor of the State of Colorado

Attest:

Byron A. Anderson

Secretary of the State of Colorado

Seal of the State of Colorado ####
Land Commissioner's

Howard M. Shultz
Registrar State Seal Comm.

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 30 day of August A.D. 1965, by JOHN A.
LOVE , Governor of the State of Colorado.

Witness my hand and official seal.

Margaret Cockrum

Notary Public

#####SEAL##### My Commission expires
March 1, 1966

CREEDE HISTORICAL SOCIETY SURVEY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 42 NORTH, RANGE 1 WEST,
NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CREEDE,
MINERAL COUNTY, COLORADO

DESCRIPTION

A tract of land located in the Northeast Quarter (NE¼) of Section 36, Township 42 North, Range 1 West, New Mexico Principal Meridian, Mineral County, Colorado, being more particularly described as follows:

A thirty (30) foot wide strip of land lying between lines located fifty (50) feet and eighty (80) feet, respectively, easterly at right angles from and parallel with the centerline of the Denver and Rio Grande Western Railroad Company's present Creede Branch main track and extending two hundred (200) feet southerly from the north line of said Section thirty-six (36), containing fourteen hundredths (0.14) acres, more or less. As per deed recorded in the office of the Mineral County Clerk and Recorder under Reception No. 51289, 8/4/1989

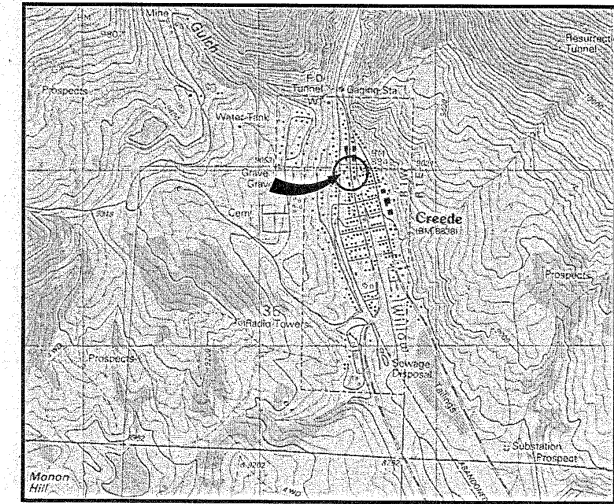
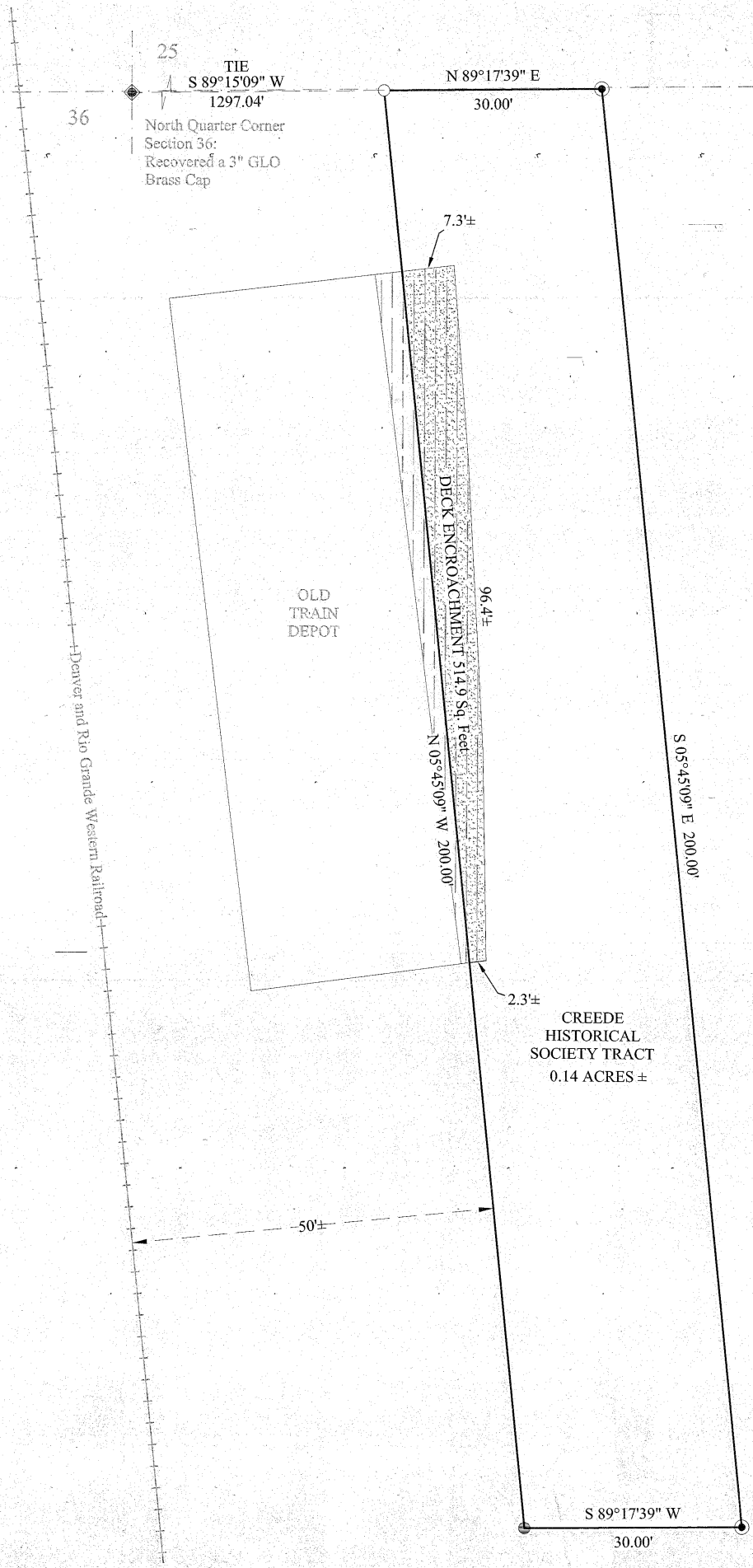
CLERK AND RECORDER'S CERTIFICATE

74619
74619 10/25/2022 8:50 AM Eryn K Wintz
1 of 1 MAP RS13.00 DS0.00 Mineral County Clerk

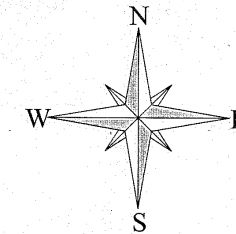
SURVEYOR'S STATEMENT

I, Anthony J. Martin, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared from notes of an actual field survey performed by me or under my direct supervision and is true and correct to the best of my belief.

For and on behalf of
Russell Surveyors &
Associates, Inc.



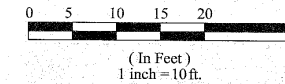
Location Map
Not to Scale



BEARING BASIS

Bearings are based on assumption that the east line of the Creede Historical Society Tract bears S 05°45'09\"/>

GRAPHIC SCALE



LEGEND

- Aliquot Corner, As Described
- Found No. 4 Rebar
- Found No. 4 Rebar With 1\"/>

SURVEYOR'S NOTES

1. This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership, Russell Surveyors & Associates, Inc. relied upon information provided by the client. All record easements indicated in the information provided, and apparent easements that may affect this property are shown hereon.
2. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
3. This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project or extension of this project except by express written consent of the surveyor. The surveyor shall not be liable or held responsible for any claims, liability or costs arising out of any reuse or modification of this drawing by others.



RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
website: www.russellsurveyors.com
email: surveyors@bresnan.net
Phone: (719) 587-3630

CREEDE HISTORICAL SOCIETY SURVEY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 42 NORTH,
RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF CREEDE,
MINERAL COUNTY, COLORADO

SHEET NUMBER
1 of 1
DRAWN: JJC
CHECKED: AJM
DATE: 6-6-2022
DRAWING NAME:
R02777 CHS

CLIENT:
CREEDE
HISTORICAL
SOCIETY

REVISIONS:

JOB NUMBER
R02777

LETS TALK MEMORIAL BENCHES

* WHAT IS OUR POLICY?

* WE HAVE AN APPLICATION.

* ARE THESE APPROVED BY THE BOARD?

* HOW MANY ARE WE GOING TO ALLOW?

* TIME LIMIT FOR PLAQUES?

* EXISTING BENCHES?

* HAVE WE CONSIDERED OTHER
MEMORIAL OPTIONS?(POSSIBLY A
WALL FOR PLAQUES)

* BENCH LOCATIONS?WHERE?

* CONSIDER SNOW REMOVAL.

* DOES THIS WORK WITH THE MAIN
STREET REMODEL?

* DO WE COVER COSTS?

* DO WE BUY BENCHES AND
THEY BUY PLAQUE?

* PRICES



From
1422 file

ARTICLES OF INCORPORATION
OF
LOWER WILLOW CREEK RESTORATION COMPANY
(A Colorado Nonprofit Corporation)

ARTICLE I
CORPORATE NAME

The name of the nonprofit corporation is Lower Willow Creek Restoration Company (the “**Corporation**”).

ARTICLE II
PURPOSES AND POWERS OF CORPORATION

2.1 Purposes. The Corporation is organized pursuant to the Colorado Revised Nonprofit Corporation Act, as amended (the “**Act**”), and shall be operated exclusively for the promotion of social welfare and for charitable, educational or recreational purposes as described in, and contemplated by, §§501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended (the “**Code**”) The Corporation may do and engage in all lawful activities that further or are consistent with such purposes, including, among other things; promoting and facilitating, a voluntary cooperative approach for restoration of the water quality of Willow Creek, management of a soil repository for mining-impacted soils, and, ownership, protection and redevelopment of reclaimed lands.

In furtherance of such purposes the Corporation may promote, establish, conduct, and maintain activities on its behalf or it may contribute to or otherwise assist other corporations, organizations, and institutions carrying on such activities.

2.2 Powers. In furtherance of the preceding purposes, the Corporation shall have and may exercise all of the rights, powers, privileges, and immunities now or subsequently conferred upon nonprofit corporations organized under the laws of the State of Colorado.

2.3 Restrictions on Powers. Notwithstanding any other provision of these articles of incorporation (“**Articles**”), the powers of the Corporation are restricted as follows:

(a) The Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income taxation under Code §§501(c)(3) or 501(c)(4).

(b) The net earnings of the Corporation shall be devoted exclusively to the promotion of social welfare and for charitable, educational or recreational purposes. No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation or any other private individual whatsoever (except that reasonable compensation

**Articles of Incorporation
Lower Willow Creek Restoration Company**

may be paid for, and reimbursement may be made for reasonable expenses incurred in connection with, services rendered to or for the Corporation affecting one or more of its objects and purposes and except that payments may be made to a private individual other than a director or officer of the Corporation in furtherance of the purposes set forth in Section 2.1), and no director or officer of the Corporation or any other private individual whatsoever shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

(c) No substantial part of the Corporation's activities shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

(d) No solicitation of contributions to the Corporation shall be made, and no gift, bequest, or devise to the Corporation shall be accepted, upon any condition or limitation that in the opinion of the Corporation may cause the Corporation to lose its federal income tax exemption.

**ARTICLE III
MEMBERSHIP**

The Corporation shall have voting members. Each members' involvement with the Corporation is for the purpose of promoting the public interest, including the health, safety and general welfare of the Creede, Colorado community, on matters related to management of historic mine properties, consistent with the purposes described in Article I. The City of Creede has never owned or operated any real property of the Corporation and the City's membership and participation in the affairs of the Corporation shall not be construed to create or expand the City's liability, if any. Unless specifically authorized by the Corporation's Board of Directors, the Corporation shall deem no member an owner or operator of the Corporation's properties.

**ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the Corporation is 1499 Blake Street, Unit 1-G, Denver, CO 80202 and the name of the registered agent at such address is Eric Heil.

**ARTICLE V
INITIAL PRINCIPAL OFFICE**

The address of the initial principal office of the Corporation is 2223 Main Street, Creede, Colorado 81130.

**Articles of Incorporation
Lower Willow Creek Restoration Company**

**ARTICLE VI
INCORPORATOR**

The name and mailing address of the incorporator are:

Eric Heil, Esq.	Heil Law & Planning, LLC 1499 Blake Street, Unit 1-G Denver, CO 80202
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The powers of the incorporator terminate upon the filing of these Articles.

**ARTICLE VII
INITIAL DIRECTORS**

The names and mailing addresses of the initial directors are:

Elizabeth Zurn
Director for City of Creede
P.O Box 457
2223 Main Street,
Creede, CO 81130
(719) 658-2540
elizabeth@creederep.com

Paul Glader,
Director for Creede Resources, Inc.
Creede Resources, Inc.
6500 Mineral Drive, Suite 200
Coeur d'Alene, ID 83814
(208) 769-4112
pglader@hecla-mining.com

Eric Grossman
Director for City of Creede
P.O. Box 457
2223 Main Street
Creede, CO 81130
(719) 658-0557
ericredlion@yahoo.com

Alan MacPhee
Director for Creede Resources, Inc.
Creede Resources, Inc.
6500 Mineral Drive, Suite 200
Coeur d'Alene, ID 83814
(208) 769-4105
amacphee@hecla-mining.com

**ARTICLE VIII
LIABILITY AND INDEMNIFICATION**

8.1 Limitation of Personal Liability. The personal liability of each director of the Corporation for breach of fiduciary duty as a director is eliminated to the fullest extent permissible under the Act, including, without limitation, pursuant to Section 7-128-402 of the Act.

8.2 Scope of Indemnification. The Corporation is authorized to provide indemnification of, and advance expenses to, directors, officers, employees, fiduciaries, and other agents to the fullest extent permissible under the Act.

8.3 Amendment, Modification, or Repeal. Any amendment, modification, or repeal of all or part of this Article VIII shall not adversely affect any right or protection of a director,

**Articles of Incorporation
Lower Willow Creek Restoration Company**

officer, employee, fiduciary, or other agent under this Article VIII in respect of any action or omission occurring prior to the time of such amendment, modification, or repeal.

**ARTICLE IX
DISSOLUTION**

Upon any liquidation, dissolution, or winding up of the Corporation, the board of directors (the "**Board of Directors**") shall, after paying or adequately providing for the payment of all the obligations and liabilities of the Corporation, dispose of all the assets owned by the Corporation by transferring such assets exclusively to or for the benefit of an organization or organizations organized and operated exclusively for tax-exempt purposes pursuant to Code §§ 501(c)(3) or 501(c)(4). Except as may be accepted by the City of Creede by vote of its Board of Trustees, assets of the Corporation shall not be transferred to the City of Creede. Any of such assets not so disposed of shall be disposed of by the District Court of Mineral County, Colorado, exclusively to or for the benefit of an organization or organizations organized and operated exclusively for tax-exempt purposes pursuant to Code §§501(c)(3) or 501(c)(4), as the District Court of Mineral County, Colorado may determine.

The (a) name and (b) mailing address of the individual who caused this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are:

Eric Heil, Esq.
Heil Law & Planning, LLC
1499 Blake Street, Unit 1-G
Denver, Colorado 80202

IN WITNESS WHEREOF, the incorporator of the Lower Willow Creek Restoration Company has caused these Articles of Incorporation to be signed on September 27, 2010.



Eric Heil

BYLAWS

of

Lower Willow Creek Restoration Company

(hereinafter referred to as the "Corporation")

ARTICLE 1 OFFICES

Section 1.1 *Principal Office.* The principal office and place of business of the Corporation in the State of Colorado or another location shall be designated from time to time by the Corporation. The Corporation may have such other offices, either within or outside Colorado, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 1.2 *Registered Office.* The registered office of the Corporation in Colorado may be, but need not be, the same as the principal office. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2 BOARD OF DIRECTORS

Section 2.1 *Qualifications; Election; Tenure.*

(a) Members of the Board of Directors of the Corporation shall be natural persons at least eighteen years of age or older. The Directors, who need not be residents of the State of Colorado, shall manage the affairs of the Corporation. The initial Board of Directors shall be four (4) in number. The Board of Directors may by unanimous vote increase or decrease the size of the Board; provided that any such increase or decrease shall comply with the second sentence of Section 2.1(b).

(b) All Directors shall be appointed by the Members as provided in this Section 2.1(b). Subject to Section 5.3, each Initial Member shall at all times have the right to appoint two (2) Directors [i.e. The Board of Trustees of the City of Creede may appoint two Directors and Creede Resources, Inc. may appoint two (2) Directors]. Upon the resignation, removal or death of a Director, the Member that appointed that Director shall have the right to appoint a Director to fill the vacancy.

(c) Each Director shall be selected for an indefinite term and shall hold office until the Member that appointed him or her selects a successor. A Director continues to serve until the Director's successor has been appointed and qualifies.

(d) Except for the voting power of the Members described in Section 5.2, the Board of Directors shall have the exclusive voting power for all decisions and acts of the Corporation.

Bylaws of the Lower Willow Creek Restoration Company

Section 2.2 *Annual Meeting.* An annual meeting of the Board of Directors shall be held on such date and at such time and at such place as the Board of Directors may determine. The annual meeting of the Board of Directors shall be for the purpose of the transaction of such business as may come before the meeting. Failure to hold an annual meeting does not affect the validity of any corporate action. Notice of the annual meeting shall be given in accordance with Section 2.5, but such notice need not state the purpose of the meeting.

Section 2.3 *Regular Meetings.* The Board of Directors may provide by resolution the time and place, either within or outside Colorado, for the holding of regular meetings without other notice.

Section 2.4 *Special Meetings.* Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. Special meetings shall be held at such time and place, either within or outside Colorado, as may be designated by the authority calling such meeting; provided that no meeting shall be called outside the State of Colorado unless a majority of the Board has so authorized.

Section 2.5 *Notice.* Notice of the date, time, place and purpose of any special meeting or any other meeting for which notice is required shall be given to each Director at least ten (10) business days prior to the meeting. Notice shall be given in writing by registered U.S. Mail, electronic mail, electronically transmitted facsimile, or other form of wire or wireless communication. If mailed, such notice shall be deemed received and to be effective on the date shown on the return receipt, if mailed by registered or certified mail return receipt requested, provided that the return receipt is signed by the Director to whom the notice is addressed. If notice is given by electronic mail, electronically transmitted facsimile, or other similar form of wire or wireless communication, such notice shall be deemed to be given and to be effective as of the date and time of machine confirmation of delivery. Notice may be mailed to the last address known to the Corporation. If a Director has designated in writing one or more reasonable addresses or facsimile numbers for delivery of notice, notice sent by U.S. mail, electronic mail or electronically transmitted facsimile or other form of wire or wireless communication shall not be deemed to have been given or to be effective unless sent to such addresses or facsimile numbers as the case may be.

Section 2.6 *Waiver of Notice.* A Director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by the Director. Such waiver shall be delivered to the corporate Secretary for filing with the corporate records, but such delivery and filing shall not be conditions to the effectiveness of the waiver. Further, a Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless at the beginning of the meeting, or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

Section 2.7 *Telephonic Meetings.* Any annual, regular or special meeting may be a telephonic meeting. Any Director (or any member of any committee designated by the Board) may participate in a meeting of the Board of Directors or a committee thereof through the use of any means of communication by which all Directors participating in the meeting can hear each

Bylaws of the Lower Willow Creek Restoration Company

other during the meeting. A Director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 2.8 *Quorum; Voting.*

(a) A quorum at all meetings of the Board of Directors shall consist of all four members of the Board of Directors holding office. Less than a quorum may adjourn from time to time without further notice until a quorum is present. Except as provided otherwise by the Bylaws, the act of all members of the Board of Directors, or an authorized committee, shall be the act of the Board of Directors.

(b) For purposes of determining a quorum and for purposes of casting a vote, a Director may be deemed to be present and to vote if the Director grants a signed, written proxy to another Director who is present at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies are allowed.

(c) A Director who is present at a meeting of the Board of Directors is deemed to have assented to all action taken unless: (i) the Director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken; (ii) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes; or (iii) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment, or by the Corporation promptly after adjournment. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 2.9 *Vacancies.* Any vacancy in the Board of Directors shall be filled by the Members as provided in Section 2.1(b). A Director appointed to fill a vacancy shall serve until such person's successor is duly appointed and shall have qualified.

Section 2.10 *Committees.*

(a) The Board of Directors may designate from among the Directors, by a resolution adopted by the entire Board of Directors, one or more committees, each of which shall have and may exercise such authority in the management of the Corporation as shall be provided in such resolution. No such committee shall have the power or authority to elect, appoint or remove any Director; amend, restate, alter, or repeal the Articles of Incorporation; amend, alter, or repeal these or any other Bylaws of the Corporation; approve a plan of merger; approve a sale, lease, exchange, or other disposition of all or substantially all of the property of the Corporation, other than in the usual and regular course of business, or to take any other action prohibited by law.

(b) The Board of Directors may establish by resolution one or more committees, advisory Boards, auxiliaries, or other bodies of any kind with such rules of procedure as the Board may provide. Such committees may provide such advice, service and assistance as requested, but may not exercise any power or authority reserved to the Board of Directors.

Bylaws of the Lower Willow Creek Restoration Company

Section 2.11 *Resignation.* A Director may resign at any time by giving written notice of resignation to the Corporation. The resignation is effective when the notice is received by the Corporation unless the notice specifies a later effective date. A Director who resigns may deliver a statement to that effect to the Colorado Secretary of State.

Section 2.12 *Removal.* A member of the Board of Directors may be removed with or without cause by the Initial Member that appointed that Director.

Section 2.13 *Action Without a Meeting.* Any action required by law to be taken at a meeting of the Board of Directors, or any committee thereof, or any other action which may be taken at a meeting of Directors, or any committee thereof, may be taken without a meeting if every member of the Board or such committee, as appropriate, in writing either: (i) votes for such action or (ii) votes against such action or abstains from voting and waives the right to demand that a meeting be held. Action is taken only if the affirmative votes for such action equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors or committee members, as appropriate, then in office were present and voted. The action shall be effective only if there are writings that describe the action, signed by all Directors, received by the Corporation and filed with the minutes. Any such writings may be received by electronically transmitted facsimile or other form of wire or wireless communication providing the Corporation with a complete copy of the document including a copy of the signature. Actions taken shall be effective when the last writing necessary to effect the action is received by the Corporation unless the writings set forth a different date. Any Director who has signed a writing may revoke it by a writing signed, dated and stating the prior vote is revoked. However, such writing must be received by the Corporation before the last writing necessary to effect the action is received. All such actions shall have the same effect as action taken at a meeting.

Section 2.14 *Compensation.* No member of the Board of Directors shall receive any compensation from the Corporation for serving in such office, provided that the Corporation may reimburse any member of the Board of Directors for reasonable expenses incurred in connection with service on the Board. Unless otherwise agreed by the Board of Directors, each Member shall be responsible for reimbursing the reasonable expenses incurred by Directors which are appointed by that Member.

Section 2.15 *Standard of Conduct for Directors and Officers.* Each Director and officer shall perform their duties as a Director or officer, including without limitation their duties as a member of any committee of the Board, in good faith, in a manner the Director or officer reasonably believes to be in the best interests of the Corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of their duties a Director or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a Director or officer shall not be considered to be acting in good faith if the Director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A Director or officer shall not be liable to the Corporation or its members for any action the Director or officer takes or omits to take as a Director or officer if, in connection with such action or omission, the Director or officer performs their duties in compliance with this Section.

Bylaws of the Lower Willow Creek Restoration Company

The designated persons on whom a Director or officer are entitled to rely are: (i) one or more officers or employees of the Corporation whom the Director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant, or other person as to matters which the Director or officer reasonably believes to be within such person's professional or expert competence; or (iii) a committee of the Board of Directors on which the Director or officer does not serve if the Director reasonably believes the committee merits confidence.

Section 2.16 *Conflicting Interest Transaction.* A Conflicting Interest Transaction, as defined in this Section 2.16, shall not be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by or in the right of the Corporation, or by a member, solely because the Conflicting Interest Transaction involves a Director, officer or employee or an entity in which a Director, officer or employee is a Director or officer or has a financial interest or solely because the Director or officer is present at, or participates in, a meeting of the Board of Directors or of a committee which authorizes, approves or ratifies the Conflicting Interest Transaction or solely because the Director's vote is counted for such purposes if: (i) the material facts as to the relationship or interest and as to the Conflicting Interest Transaction are disclosed or known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes, finds the Conflicting Interest Transaction to be fair to the Corporation and approves or ratifies it by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or (ii) the Conflicting Interest Transaction is fair to the corporation as of the time it is authorized, approved or ratified by the Board of Directors or a committee thereof.

A "Conflicting Interest Transaction" means any contract or transaction between the Corporation and a Director, officer or employee, or between the Corporation and an entity in which a Director, officer or employee is a Director or officer or has a financial interest.

ARTICLE 3 OFFICERS

Section 3.1 *General.* The officers of the Corporation shall be a President, a Secretary and a Treasurer. Any individual may hold more than one office. Officers shall be appointed by a unanimous vote of the Board of Directors. The Board of Directors may appoint such other officers as it may deem advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as set forth in the Bylaws or as from time to time may be determined by the Board of Directors. Except as expressly prescribed by these Bylaws, the Board of Directors or the officer or officers authorized by the Board, shall from time to time determine the procedure for the appointment of officers, their authority and duties, provided that the Board of Directors may change the authority and duties of any officer who is not appointed by the Board. All officers shall be natural persons who are eighteen years or older. An officer may be but need not be a Director of the Corporation.

Section 3.2 *Powers and Duties.* The officers of the Corporation shall exercise and perform the respective powers, duties, and functions as are stated below and as may be assigned to them by the Board of Directors.

Bylaws of the Lower Willow Creek Restoration Company

(a) The President shall preside at all meetings of the Board. The President shall have authority to execute contracts, deeds and other documents on behalf of the Corporation when the Board of Directors takes action to authorize such acts. The President shall also perform all duties incident to the office of President and such other duties as may be assigned by the Board of Directors from time to time.

(b) The Secretary shall keep accurate minutes of the proceedings of the members and of the Board of Directors and of any committees of the Board of Directors; shall ensure that all notices are duly given in accordance with the provisions of these Bylaws; shall be custodian of the records and of the seal of the Corporation and shall attest the affixing of the seal of the Corporation, if any, when authorized by the Board of Directors; and shall perform such additional duties as are incident to such office and as may be assigned to such person by the Board of Directors. Upon separate authorization by the Board of Directors for each act, the Secretary may sign, with the President or any other proper officer of the Corporation designated by the Board of Directors, any deeds, leases, mortgages, deeds of trust, or other documents of conveyance or encumbrance of any real property owned by the Corporation. Assistant Secretaries, if any, shall have the same duties and powers subject to the supervision of the Secretary.

(c) The Treasurer shall be the principal financial officer of the Corporation; shall have the charge and custody of and be responsible for all funds and securities of the Corporation; shall deposit such funds in the name of the Corporation in such depositories as shall be designated by the Board of Directors; shall keep accurate books of account and records of financial transactions and the condition of the Corporation and shall submit such reports thereof as the Board of Directors may from time to time require; and in general, perform all duties incident to such office and such other duties as may from time to time be assigned to such person by the Board of Directors. The Treasurer shall receive all moneys contributed or paid to the Corporation and, subject to any limits imposed by the Board of Directors, shall have authority to sign and endorse checks in the Corporation's name and on the Corporation's behalf as are necessary and appropriate to the conduct of the business and affairs of the Corporation. The Treasurer shall make an annual financial report to the Corporation at the annual meeting of the Board of Directors. With the approval of the Board of Directors, the Treasurer shall be authorized to engage any firm of certified public accountants to assist in the performance of any of the duties incident to the Treasurer's office. Assistant Treasurers, if any, shall have the same duties and powers subject to the supervision of the Treasurer.

Section 3.3 *Selection and Terms of Officers.* All officers of the Corporation shall be elected by the Board of Directors and shall hold office until the first to occur of death, resignation, removal from office by the Board of Directors or a successor having been duly appointed and qualified by the Board of Directors.

Section 3.4 *Compensation.* No compensation shall be paid to officers of the Corporation for serving in such capacity, unless otherwise approved by a unanimous vote of the Board of Directors. In no event shall an employee of a Member entity who serves as an officer of the Corporation (or any other capacity) receive compensation from the Corporation. Unless otherwise agreed by the Board of Directors, each Member shall be responsible for reimbursing

Bylaws of the Lower Willow Creek Restoration Company

the reasonable expenses incurred by a Director who was appointed by that Member and who is serving as an officer.

Section 3.5 *Resignation and Removal.* An officer may resign at anytime by giving written notice of resignation to the Corporation. The resignation is effective when the notice is received by the Corporation unless the notice specifies a later effective date. Any officer or agent elected may be removed at any time with or without cause by the Board of Directors or by an officer or officers authorized by the Board to do so. An officer who resigns or is removed or whose appointment has expired may deliver a statement to that effect to the Colorado Secretary of State. Such removal does not affect the contract rights, if any, of the Corporation or of the person so removed unless otherwise specified in such contract. The appointment of an officer or agent shall not in itself create contract rights.

Section 3.6 *Vacancies.* A vacancy in any office, however occurring, may be filled by the unanimous vote of the Board of Directors

ARTICLE 4 INDEMNIFICATION

The Corporation shall indemnify to the maximum extent permitted by law any person who is or was a Director or officer of the Corporation against any claim, liability or expense arising against or incurred by such person made party to a proceeding because he is or was a Director or officer of the Corporation or because he is or was serving another entity as a Director or officer, partner, trustee, employee, fiduciary or agent at the Corporation's request. The City of Creede and Creede Resources, Inc., shall be indemnified as members of the Board of Directors in accordance with Article 129 of Title 7, Colorado Revised Statutes, and that any rights of indemnification under such Article 129 shall not be limited or restricted by action of the Board of Directors or the Corporation. By resolution of the Directors, the Corporation shall further have the authority to the maximum extent permitted by law to purchase and maintain insurance providing such indemnification. The Directors may further provide that City of Creede shall purchase and maintain insurance for the Directors appointed by the City of Creede and that Creede Resources, Inc. shall purchase and maintain insurance for the Directors appointed by Creede Resources, Inc.

ARTICLE 5 MEMBERS

Section 5.1 *Establishment of Members.* The Initial Members of the Corporation shall be Creede Resources, Inc., and the City of Creede, Colorado. Additional Members may be admitted to the Corporation only upon unanimous consent of the Directors.

Section 5.2 *Voting Power.* The sole voting, consent and appointment power of the Members shall be the election, appointment and removal of the Board of Directors. Any election, appointment and removal of a Director designated by a Member (as described in Section 2) shall be made in writing, signed by such Member and delivered to the Board of Directors. There shall be no regular or special meetings of the Members; provided, however, the

Bylaws of the Lower Willow Creek Restoration Company

Board of Directors may call a meeting of the Members, if necessary, and shall provide a notice reasonably in advance of such meeting to describe the purpose of such meeting.

Section 5.3 *Resignation.* A Member may resign at any time upon twelve (12) months prior written notice delivered to the other Member. The resignation of any Member does not relieve such Member from any obligation the Member may have to the Corporation as a result of an obligation incurred or commitments made prior to the resignation. If a Member resigns, such Member shall forfeit its rights to appoint a Director pursuant to Section 2.1(b). The other Member may also elect to resign by tendering written notice at least thirty (30) days prior to the effective date of resignation of the first Member who elected to resign. In the event both Members elect to resign, then neither Member may resign and the Members shall dissolve the Corporation in accordance with Colorado Revised Statutes.

Section 5.4 *Transfer of Membership.* A Member may transfer or assign such Member's membership and any rights arising there from only upon receiving the written consent of the other Member. Notwithstanding the foregoing, Creede Resources, Inc., may transfer or assign its interest to another corporation without consent of the other Member if such transfer or assignment is the result of a corporate merger, acquisition or reorganization, at least sixty (60) days prior written notice is provided to the City of Creede, and the transfer or assignment does not result in transferring or assigning the membership interest to a financially insolvent corporation.

ARTICLE 6 CONTRACTS, LOAN, AND DEPOSITS

Section 6.1 *Contracts.* The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 6.2 *Loans.* No loans shall be contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in the name of the Corporation unless authorized by a resolution of the Board of Directors. Such authority may be general if confined to a specific dollar limit determined from time to time by resolution of the Board of Directors and shall otherwise be confined to specific instances. No loan shall be made to any member, officer or Director of the Corporation.

Section 6.3 *Checks, Drafts, and Notes.* All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 6.4 *Deposits.* All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, financial institutions, or other custodians as the Board of Directors may select.

Bylaws of the Lower Willow Creek Restoration Company

Section 6.5 *Investment Managers.* The Board of Directors shall have the authority to designate any bank, trust company, brokerage firm, or investment advisor to manage the assets and investment of the assets of the Corporation.

Section 6.6 *Fiscal Year.* The fiscal year of the Corporation shall be determined by the Board of Directors.

**ARTICLE 7
AMENDMENTS**

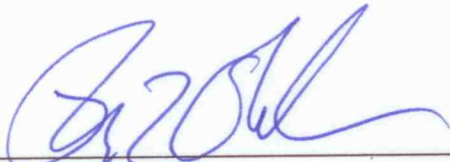
These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board of Directors of the Corporation by a majority vote of all Directors; provided, however, any amendment, alteration or repeal of Section 2.1 must be adopted by a unanimous vote of all Members.

**ARTICLE 8
MISCELLANEOUS**

Section 8.1 *Seal.* The Board of Directors may adopt a corporate seal, which may be circular in form and shall contain the name of the corporation and the words, "Seal, Colorado."

Section 8.2 *Definitions.* Except as otherwise specifically provided in these Bylaws, all terms used in these Bylaws shall have the same definition as in the Colorado Revised Nonprofit Corporation Act.

The above Bylaws were approved and adopted by the Board of Directors on the 2nd day of May, 2011.



Paul L. Glaser, Secretary



2023/2024 MEMBER BENEFITS

	\$450	\$250	\$150	\$100	\$75
	GOLD	SILVER	AMETHYST	NON-PROFIT	SUSTAINING
ACCESS TO ANALYTICS/LODGING DATA	✓	✓			
POST IN EBLAST	✓ 4/yr	✓ 3/yr	✓ 1/yr		
ITINERARY TEXT INCLUSION IN VISITOR GUIDE	✓	✓	✓		
PAGE ON WEBSITE**	✓	✓	✓		
ONLINE BUSINESS DIRECTORY	✓	✓	✓	✓	
WEBLINK	✓	✓	✓	✓	
VISITOR GUIDE AD DISCOUNT	✓	✓	✓	✓	
SOCIAL LINKS	✓	✓	✓	✓	
BULK MAIL PERMIT (\$23 mo.)	✓	✓	✓	✓	
ABILITY TO POST ONLINE TO CHAMBER EVENTS CALENDAR (UPON ADMIN APPROVAL)	✓	✓	✓	✓	
PARTICIPATION IN PROFESSIONAL DEVELOPMENT WORKSHOPS	✓	✓	✓	✓	✓
BROCHURES AT VISITOR CTR	✓	✓	✓	✓	✓
GOOGLE MAPS LINK	✓	✓	✓	✓	✓
PRINTING (\$15 mo.)	✓	✓	✓	✓	✓
PAGE ON CHAMBER WEBSITE	✓	✓	✓	✓	✓

**Level membership content varies



MEMBERSHIP AGREEMENT: CREEDE & MINERAL COUNTY CHAMBER OF COMMERCE

I am joining other businesses and individuals who promote and support the Creede/Mineral County Chamber of Commerce's mission:

"To encourage, foster, and promote the growth and integrity of our area through careful economic and community planning and promotion."

2023/2024

DESIRED MEMBERSHIP STATUS: _____ DUES \$ _____

BUSINESS NAME: _____

CONTACT NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

E-MAIL: _____ | _____

Save the date of the next membership meeting, Wednesday, November 15, 2023, at 5:30 pm. The meeting will be available by Zoom also. Please let us know how you will be attending.

Please return this FORM WITH PAYMENT to CMCCC, PO Box 580, Creede, CO 81130

904 S. Main Street/PO Box 580
Creede CO 81130
719.658.2374/office@creede.com, assist@creede.com
www.Creede.com

Julie Meiser

Jane Clark

Pam Underwood

October 2023



Dear Community Members:

October is the start of the 2024 membership year with the Creede/Mineral County Chamber of Commerce. Please think of this renewal/consideration season as an opportunity to review your relationship with the Chamber.

The next membership meeting, Wednesday, November 15, 2023 at 5:30 pm (a Zoom option will be available as well), at which time we will be voting on Board Members, reviewing the year and discussing next year's events. Please feel free to offer your suggestions for new board members.

At this time, we ask that you complete the attached Membership Agreement and return it with your payment. We will be collecting advertising and marketing information for the website and Visitor Guide, as well as sponsorship opportunities. Having the sponsor information helps immensely with planning and marketing.

The 2023 Visitor Guide was a huge success as 12,500 copies were distributed! This year we intend to increase that. Today's social media is the hotspot, but paper in hand seems to still be an asset to our community for marketing! We are also looking forward to the ongoing update to our website. We encourage you to represent your business with creativity and enthusiasm.

Sincerely,

Julie, Jane and Pam

Julie Meiser, Director

Jane Clark, Ambassador

Pam Underwood, Administrative

Encl: Current Membership Structure
Membership Agreement (to update and return)
Sponsorship Opportunities
Media Kit

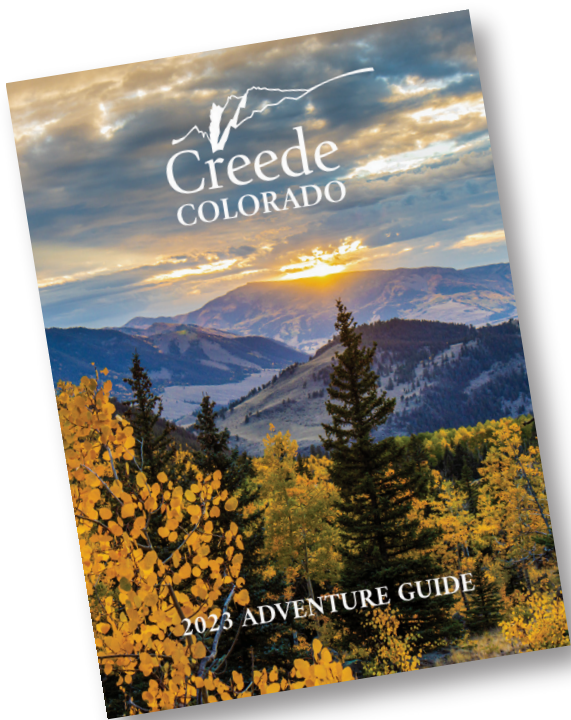
904 S. Main Street

PO Box 580

Creede, CO 81130

Phone: 719.658.2374

Email: office@creede.com



Advertise in the 2024 Creede Visitors Guide

DUE JANUARY 15TH

1.

Business Name: _____

Contact Name: _____ Phone #: _____

Billing Address: _____

Email: _____

Advertiser Signature: _____ Date: _____

2.

My Ad Size: _____

3.

Ad Design

- Use my Ad from 2023 Visitors Guide
- I will email my ad to the Visitor Guide designer: kara@b4studio.com
- I will contact Kara to discuss changes to my ad

If you need someone to create a new design, we suggest:
B4 Studio - kara@b4studio.com or RoShamBo - 970-641-3546

4.

- I am a Chamber Member (Member Rate)
- I am not a Chamber Member
- I'd like to become a Chamber Member in order to receive the member rate. Please forward me that info!

Amount Due: _____

5.

Return Form & Payment to:

Creede Chamber of Commerce
PO Box 580, Creede, CO 81130

We accept check or credit card. Call or come by the Visitor Center to pay by Credit Card

- Payment Included
- Invoice Me
- Invoice Me Over 3 Months to be paid in full by March 15th

AD SIZE	Regular RATE	Member RATE
1/8 Page	\$230	\$215
1/4 Page Block	\$335	\$315
1/4 Page Wide	\$335	\$315
1/2 Page	\$570	\$535
Full Page	\$950	\$895
Inside Front Cover	\$1220	\$1150
Inside Back Cover	\$1220	\$1150

Keep bottom section for your records

2024 Creede Visitors Guide

My Ad Size: _____

Form Due Jan 15TH

Artwork Due Jan 15TH

Payment due with Form

Unless arrangements are made in advance, ad invoices must be paid in full prior to March 1 to be included in the guide.

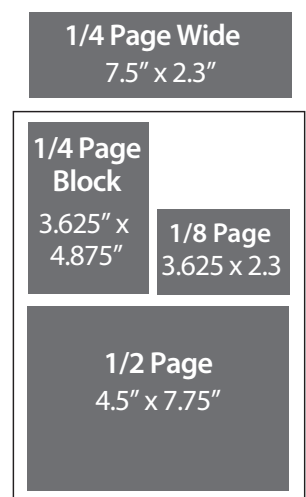
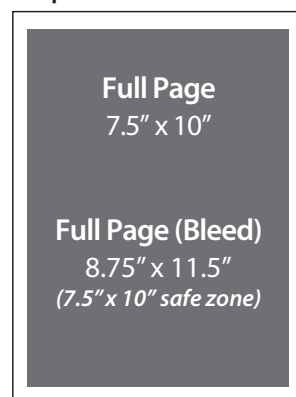
QUESTIONS?

Creede Visitors Center: 719-658-2374
B4 Studio, Kara Brittain: 719-580-1206

Accepted File Formats

JPG, PDF, TIFF

300 dpi • CMYK/Fonts Outlined



2024 Sponsorship Opportunities

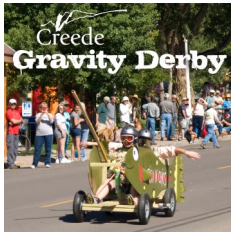
Thank you for your participation in sponsoring these events! They couldn't happen without you! Together we can make fun happen!!!



June 8, 2024

- ☆ Cash Sponsor \$50.00: Your business name mentioned during The Donkey Dash and on our events webpage, FB and Instagram.
- ☆ Mini Donkey Race Sponsor \$20.00: Your business name mentioned during the Mini Donkey races.

Sponsor Amount _____



July 21, 2024

- ☆ Poster Sponsor (Limit 7) \$40.00: Your business logo added to the event poster, event webpage, FB and Instagram. Reserve your space by January 31, 2022
- ☆ Cash Prize \$20.00: Your business mentioned during the event. Winning teams receive cash prize; this will go toward the prize.

Sponsor Amount _____

Cruisin' the Canyon

16th Anniversary

FALL COLOR TRUCK, MOTORCYCLE & CAR SHOW

September 21, 2024

Trophy Sponsor Fee \$55.00 (Only 20 available)

- ☆ I understand that I will select the vehicle to receive my award, or I may designate someone to select the vehicle for me.
- ☆ I agree that I will not select a vehicle until after registration closes at 10:30 a.m.
- ☆ I understand that I cannot select a vehicle that I have chosen in the past.

There are also sponsorship opportunities available at a higher level.

- ☆ Cash Prize Sponsor—\$50.00—Your business name announced throughout the day of the show.
- ☆ Poster Sponsor—\$40.00—will have your name and/or logo on each poster displayed throughout the San Luis Valley and Colorado Welcome Centers, on Creede.com, Creede's FB and Instagram page. (Limit 6)
- ☆ Goody bag Sponsors—your "goody" included in each bag ; i.e. advertisement flyer, coupon, menu, pen, product sample, etc. (You must supply the goody in an amount of 100 pieces)

Sponsor Amount _____



August 31, 2024

Palladium \$1000 (1 Available)

- ☆ Business Logo on the collector race T-Shirts
- ☆ Six complimentary shirts!
- ☆ Business name to be mentioned on radio ads.
- ☆ Logo on a 12" x 12" banner to be hung on race day
- ☆ Business logo on posters
- ☆ Special Mention on event webpage, FB and Instagram pages

Platinum \$400 (3 Available)

- ☆ Business logos on the collector race T-Shirts
- ☆ Two complimentary shirts per Gold Sponsor
- ☆ Business name to be mentioned on radio ads
- ☆ Logo on a 12" x 12" banner to be hung on race day
- ☆ Business logo on Posters
- ☆ Special mention on the event webpage, FB and Instagram pages
- ☆ Announcement throughout race day
- ☆ Token/gift/coupon, etc. in participating bag

Gold \$250

- ☆ Business logo on hydration and snack stations along the 22 and 12 mile routes
- ☆ Logo on a 12" x 12" banner to be hung on race day
- ☆ Business logo on posters
- ☆ Special mention on the event webpage, Creede FB and Instagram pages
- ☆ Announcements throughout the race
- ☆ Token/gift/coupon, etc. in participating bag

Silver \$150

- ☆ Business logo along trail at mile markers & first aid stations
- ☆ Logo on a 12" x 12" banner to be hung on race day
- ☆ Special mention on the event webpage, FB and Instagram pages
- ☆ Announcements throughout race day

Bronze \$75

- ☆ Business Logo on a 12" x 12" banner to be hung on race day
- ☆ Sponsor mention on the event webpage, FB and Instagram pages
- ☆ Announcements throughout race day
- ☆ Token/gift/coupon, etc. in participating bag

T-Shirt Sponsor must be paid by June 1st.

All other sponsorships must be paid by July 1st.

Sponsor commitment must be made by January 31; first come, first served

Sponsor Level: _____



Business Name: _____

Sponsor Level: _____

Amount Enclosed: _____

Invoice Me: _____

Please return forms and payment to Creede & Mineral County Chamber of Commerce, PO Box 580, Creede, CO 81130 or bring it to us at 904 S. Main St. Call 719.658.2374 for any questions that you may have.