

REGULAR MEETING

- I. CALL TO ORDER

- II. ROLL CALL

- III. REVIEW AGENDA

- IV. CONSENT AGENDA
 - a. Approve/Confirm Approval December 2nd, 2014 Minutes
 - b. Approve/Disapprove January 6th & January 29th 2015 Minutes
 - c. Review/Consent of January 2015 Check Detail Report
 - d. Approve/Disapprove February 3, 2015 Unpaid Bills Report [Avail. 2/3/15]
 - e. Approve/Disapprove Cabin Fever Daze
 - f. Approve/Disapprove CRT Ruth Multiple Special Events
 - g. Approve/Disapprove Codification with Municode - \$930
 - h. Approve/Disapprove Expense Reports [Expected 2/2/15]

- V. REPORTS & PRESENTATIONS
 - a. Public Works Report - Ben Davis (verbal)
 - b. LWCRCo Report - Eric Grossman (verbal)
 - c. Mayor's Report - Eric Grossman (verbal)
 - d. Concerned Citizens for Retail Marijuana (verbal)
 - e. Written Reports (Recreation) **Read ONLY**

- VI. NEW BUSINESS
 - a. Recycle Creede/Sunnyside Disposal Request
 - b. Resolution 2015-03 DOLA Grant
 - c. Resolution 2015-04 Adopting and Appropriating 2015 Revised Budget

- VII. MANAGERS REPORT

- VIII. ADJOURN

POSTED 1/30/15

OPEN TO THE PUBLIC

**BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
December 2, 2014**

REGULAR MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:31 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Elizabeth Zurn, Catherine Kim, Eric Grossman, Teresa Wall,
Molly McDonald, Kay Wyley
TRUSTEES ABSENT: Heather DeLonga

Mayor Grossman, presiding, declared a quorum present:

Those members of staff also present were as follows: Clyde Dooley, Manager
Randi Snead, Clerk/Treasurer

REVIEW AGENDA

Several item titles were corrected. A resolution number was added to New Business item e. A letter of support for the Rio Grande Reservoir was added to the Mayor's Report. Trustee Zurn moved and Trustee Wall seconded to approve the agenda as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

CONSENT AGENDA

The consent agenda contained the following items:

- a. Approve/Disapprove November 4, 2014 & November 18, 2014 Minutes
- b. Review/Consent of previously paid disbursements as listed on the November 2014 Check Detail Report
- c. Approve/Disapprove Checks to be written December 3rd, 15th and/or 30th and signed

Clerk Snead brought attention to end-of-year vacation payouts as required by the employee handbook revision in March of 2014 and asked for verification. She was given direction to pay the full amounts as calculated on December 31, 2014. Trustee Zurn and Trustee Wall seconded to approve the consent agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

REPORTS AND PRESENTATIONS

PUBLIC WORKS REPORT

~~Public Works Director Ben Davis was unavailable to report to the trustees due to illness. Manager Dooley informed the board of the following:~~

Public Works Director, Ben Davis reported on the following items:

- The crew has been working with the Hockey Club and SLVREC to get pond lighting service set up.
- He has been busy attending reconstruction meetings for the school water line.
- Child Care Center plumbing repairs have been made by a contractor and a disinfection system has been installed.
- Trustee Zurn asked Davis to ensure that he was involved in conversations regarding the flume as that construction may take up most of his time.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the board discussed the final phase of the floodplain project which is turning it into an open space and public park area and how the Company needs to start preparing for that transition. An audience member asked whether motor vehicles were allowed on the multi-use trail. The question was discussed and added to the December work session.

MAYOR GROSSMAN'S REPORT

Mayor Grossman reported on the following items:

- He asked Trustee McDonald about the Mineral County Board of Health.
- He reminded the Trustees about the City-County Joint Work Session December 3, 2014 at 5:30 p.m. He would like to discuss a Library Board, Recycle Creede, Arts & Recreation, Coffee Talks, and the former school property at the work session.
- Rural Philanthropy Days is in need of volunteers for its committees.
- The Community Christmas Dinner is December 12th and they are also looking for volunteers.

WRITTEN REPORTS

Written reports from Recreation and the Building Inspector were received and filed.

OLD BUSINESS

SCHOOL WATER SYSTEM ENGINEERING PLANS

This item was tabled pending receipt of material.

NEW BUSINESS

APPROVE/DISAPPROVE RESOLUTION 2014-13 ADOPTING AND APPROPRIATING THE 2015 BUDGET

A correction was made to a fund balance within the text of Resolution 2014-13. Trustee Wall moved and Trustee Zurn seconded to approve Resolution 2014-13 Adopting and Appropriating the 2015 Budget as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE RESOLUTION 2014-14 2015 MILL LEVY

Trustee Wall moved and Trustee McDonald seconded to approve Resolution 2014-14 2015 Mill Levy as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE RESOLUTION 2014-15 ADOPTING AND APPROPRIATING 2014 REVISED BUDGET

Questions were asked and answered about several line items in the 2014 budget. Trustee Zurn moved and Trustee McDonald seconded to approve Resolution 2014-15 Adopting and Appropriating 2014 Revised Budget as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE RESOLUTION 2015-01 ANNUAL DESIGNATIONS AND 2015 FEE SCHEDULES

Trustee Wall moved and Trustee McDonald seconded to approve Resolution 2015-01 Annual Designations and 2015 Fee Schedules. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE RESOLUTION 2014-16 DISCONTINUING UTILITY BILLING SENIOR DISCOUNT

Discontinuing the discount for seniors was discussed at length. The item was tabled to the work session for further consideration.

APPROVE/DISAPPROVE PURSUING PRELIMINARY ENGINEERING REPORT

Manager Dooley was directed to prepare a draft Engineering Request for Proposals for consideration at an upcoming meeting.

APPROVE/DISAPPROVE/DISCUSS ENGINEERING FIRM FOR PER

This item was tabled until a preliminary engineering report could be obtained.

MANAGER'S REPORT

Source Water Protection Plan: Manger Dooley asked the Trustees whether they would like the Source Water Protection Stakeholder's meeting to take place on January 13th or January 20th. Dooley was directed to schedule the meeting for January 27th, 2015 at 5:30 p.m.

Biernat Encroachment Agreement Extension: Dooley asked for and was given direction to submit the Biernat Encroachment Agreement Extension to Planning & Zoning next week for their consideration.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee Zurn moved and Trustee McDonald seconded that the meeting be adjourned at 7:35 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

DRAFT

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
January 6, 2015

REGULAR MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:34 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Elizabeth Zurn, Catherine Kim, Eric Grossman, Teresa Wall,
Molly McDonald (arr. 5:43 p.m.), Kay Wyley, Heather DeLonga

Mayor Grossman, presiding, declared a quorum present:

Those members of staff also present were as follows:

Clyde Dooley, Manager
Randi Snead, Clerk/Treasurer

REVIEW AGENDA

Trustee Zurn moved and Trustee DeLonga seconded to approve the agenda as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

CONSENT AGENDA

The consent agenda contained the following items:

- a. Approve/Disapprove December 2nd, 2014 Minutes
- b. Review/Consent of December 2014 Check Detail Report
- c. Approve/Disapprove January 6, 2015 Unpaid Bills Report [Available 1/6/15]
- d. Approve/Disapprove Liquor License Renewal - Tommyknocker Tavern
- e. Approve/Disapprove Liquor License Renewal - The Far Dog
- f. Approve/Disapprove Multiple Special Events Elks Lodge #506
- g. Approve/Disapprove Special Event Creede Arts Council
- h. Approve/Disapprove September-December 2014 Expense Reports
- i. Approve/Disapprove Retreat Agenda

Clerk Snead was asked to check the recording and clarify the minutes of December 2nd, 2014. Trustee Zurn and Trustee Wall seconded to approve the consent agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

REPORTS AND PRESENTATIONS

2014 BEAUTIFUL BUSINESS AWARDS

Trustee Wall announced that the winners for the Business Beautification Competition were as follows:

First place: The Blue Yak

Second Place: Rare Things

Third Place: Downstream Gas

She thanked the businesses for their participation. The Mayor and Trustees congratulated the winners.

PUBLIC WORKS REPORT

Public Works Director, Ben Davis reported on the following items:

-The V-Plow required lots of hydraulic work but will be in use by next week.

-The school water line project is coming along well and several inspections had been made.

-The Basham Park restrooms are temporarily closed due to a freeze issue that should be repaired by the end of the week.

-There were some residential water line freezes and repair turn-offs last month.

-Davis was asked if the crew was able to perform maintenance on Silver Ice Park. He responded that the majority of the maintenance is performed by volunteers, but that the City crew is always available for assistance.

-Davis was reminded that funds had been set aside for a full time Recreation Director to add programming activities during 2015.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that Director Nelson had submitted an application for a large Brownfields submitted for revegetation and that willows had been planted along the banks of Willow Creek in the floodplain.

MAYOR GROSSMAN'S REPORT

Mayor Grossman reported on the following items:

- The first Coffee Talk is going to take place Thursday, January 9, 2015 from 11am- 1 pm at Kip's Grill.
- He visited the Creede Brewing Company and reported that it is going well and that the company may consider opening another location in Creede if 2015 is profitable. He reminded Governor Hickenlooper to visit the brewery.
- CML reports that street-legalization for ATVs is being considered in Colorado.
- He was asked to serve on a committee to select the new County Administrator.
- The mayor of Crestone had been in contact with him discussing retail marijuana.
- He would like to hold a retreat in the near future. The trustees tentatively scheduled the retreat for February 28, 2015. The location and the agenda will be discussed at the upcoming work session.

RECYCLE CREEDE

Deanna and Chad Fairchild were present along with Jon Graham from Muley's Disposal Service. The Fairchilds are working with Cary Bush to take over Recycle Creede. They have been organizing and cleaning the area. MDS and Recycle Creede will be working together towards a partnership in which Recycle Creede will continue to build and improve the recycling center and MDS will pursue curbside recycling collection and establish a fee structure to do so. The trustees congratulated the Fairchilds on their hard work and thanked all parties for their cooperation.

WRITTEN REPORTS

Written reports from Recreation and the Building Inspector were received and filed.

OLD BUSINESS

APPROVE/DISAPPROVE/DISCUSS FEMA LETTER

The proposed joint letter to FEMA was discussed at length. Funding is available via a Colorado Water Conservation Board program for up to 80% of floodplain map work. Manager Dooley suggested that we move forward with repairing the flume before we invite any organizations to inspect our floodplain. County and city staff are working towards a final draft for approval.

NEW BUSINESS

APPROVE/DISAPPROVE RESOLUTION 2015-02 DEDICATING & NAMING SILVER ICE PARK

Trustee Wall moved and Trustee McDonald seconded to approve Resolution 2015-02 Dedicating & Naming Silver Ice Park. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE AUDIT SERVICES PROVIDER

Questions were asked and answered. Trustee Zurn moved and Trustee McDonald seconded to approve Blair & Associates as the Audit Services Provider for audit years 2014, 2015, and 2016. The vote was unanimous. Mayor Grossman declared the motion carried.

MANAGER'S REPORT

CDOT HUTF Maps: Dooley had prepared the HUTF maps and there were no changes from last year. He was given administrative direction to submit the maps.

Creede Hockey Cost Recovery: Dooley asked for and was given direction to enter into the Cost Recovery Agreement with Creede Hockey upon hearing from Attorney Heil.

RR R-O-W: Dooley asked for and was given administrative direction to schedule a public hearing for improvement of the railroad property.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee Zurn moved and Trustee McDonald seconded that the meeting be adjourned at 7:35 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/
Randi Snead, City Clerk/Treasurer

**BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
January 29, 2015**

SPECIAL MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:31 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Catherine Kim, Eric Grossman, Teresa Wall, McDonald,
Heather DeLonga

TRUSTEES ABSENT: Elizabeth Zurn, Kay Wyley

Mayor Grossman, presiding, declared a quorum present.

Those members of staff also present were as follows:

Clyde Dooley, Town Manager
Randi DePriest, Clerk/Treasurer

REVIEW AGENDA

Trustee DeLonga moved and Trustee McDonald seconded to approve the agenda as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

NEW BUSINESS

APPROVE/DISAPPROVE PRIVATE EVENT PERMIT - PRIDE OF GYPSIES PRODUCTIONS, LLC.

Trustee Wall moved and Trustee DeLonga seconded to approve a Private Event Permit for Pride of Gypsies Productions, LLC. The vote was unanimous. Mayor Grossman declared the motion carried.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee McDonald moved and Trustee DeLonga seconded that the meeting be adjourned at 5:35 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

Randi Snead, City Clerk/Treasurer

CITY OF CREEDE; A COLORADO TOWN

Monthly Check Detail

December 2014

01/30/15

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Dec 14					
Bill Pmt -C...	12/03/2014	8208	DIV of Alamo Sales Corp	4735423-RI/V-Plow & Freight	-10,412.00
Bill Pmt -C...	12/03/2014	8209	I.I.M.C.	CMC Application for Certification, Snead	-50.00
Bill Pmt -C...	12/03/2014	8210	Kentucky Belle Market	Nov Charges/Acct. #15 & #20-Tax Exempt	-93.31
Bill Pmt -C...	12/03/2014	8211	Oceans & Rivers, LLC	Nov Gas Charges	-442.27
Bill Pmt -C...	12/03/2014	8212	Quill Corporation	Office Supply	-114.98
Bill Pmt -C...	12/03/2014	8213	Ramona Weber	Building Inspection Services	-406.00
Bill Pmt -C...	12/03/2014	8214	Tomkins Hardware & Lumber	Nov Charges/Acct #580	-165.92
Check	12/05/2014	void-...	GWRS (CCOERA)	VOID:	0.00
Paycheck	12/15/2014	8215	Benjamin J Davis		-1,111.09
Paycheck	12/15/2014	8218	Donald L Braley		-307.55
Paycheck	12/15/2014	8221	Eric R Grossman		-218.10
Paycheck	12/15/2014	8226	Robert B Schlough		-1,064.34
Paycheck	12/15/2014	8227	Scott W Leggitt		-861.54
Paycheck	12/15/2014	8216	Catherine Kim		-153.92
Paycheck	12/15/2014	8217	Clyde E Dooley		-1,478.40
Paycheck	12/15/2014	8219	Elizabeth R Zurn		-153.92
Paycheck	12/15/2014	8220	Eloise T Hooper		-501.58
Paycheck	12/15/2014	8222	Heather DeLonga		-153.92
Paycheck	12/15/2014	8223	Mary E. McDonald		-153.92
Paycheck	12/15/2014	8224	Merolyn K Wyley		-153.92
Paycheck	12/15/2014	8225	Randi L Snead		-1,055.70
Paycheck	12/15/2014	8228	Teresa Wall		-153.92
Paycheck	12/17/2014	8229	Donald L Braley		-145.46
Liability Ch...	12/17/2014	CC...	GWRS (CCOERA)	98721-01/1220	-438.00
Bill Pmt -C...	12/17/2014	8230	VISA		-127.41
Bill Pmt -C...	12/17/2014	8231	CenturyLink	300794269/December	-260.46
Bill Pmt -C...	12/17/2014	8232	Creede Community Center	Rec Activity	-36.00
Bill Pmt -C...	12/17/2014	8233	Davis Engineering Service, Inc.	Misc. Work Requests/N. Creede etc.	-192.00
Bill Pmt -C...	12/17/2014	8234	Heather W. Delonga	School Arts Instruction	-320.00
Bill Pmt -C...	12/17/2014	8235	Monte Vista Cooperative	Propane Charges/Rent/Parts	-692.52
Bill Pmt -C...	12/17/2014	8236	Quill Corporation	Office Supplies-Ink, labels, envelopes, etc.	-36.98
Bill Pmt -C...	12/17/2014	8237	SLVREC	Dec 15 Electricity Charges	-1,389.00
Bill Pmt -C...	12/17/2014	8238	Valley Imaging Products, LLC	Monthly Service Agreement	-60.00
Liability Ch...	12/30/2014	CC...	GWRS (CCOERA)	98721-01/1220	-454.96
Liability Ch...	12/30/2014	8246	CEBT	City of Creede, 32705SG	-3,236.80
Liability Ch...	12/30/2014	941-...	United States Treasury	84-6000575	-7,282.40
Liability Ch...	12/30/2014	8247	Colorado Department of Revenue	07-01555	-72.70
Liability Ch...	12/30/2014	8248	Colorado Department of Revenue	07-01555	-2,033.00
Bill Pmt -C...	12/30/2014	8276	CenturyLink	300794269/January	-253.37
Paycheck	12/31/2014	8239	Benjamin J Davis		-1,224.03
Paycheck	12/31/2014	8240	Clyde E Dooley		-4,403.36
Paycheck	12/31/2014	8241	Donald L Braley		-557.15
Paycheck	12/31/2014	8243	Randi L Snead		-2,298.14
Paycheck	12/31/2014	8244	Robert B Schlough		-1,200.67
Paycheck	12/31/2014	8245	Scott W Leggitt		-857.18
Paycheck	12/31/2014	8242	Eloise T Hooper		-501.58
Liability Adj...	12/31/2014			Adjust to eliminate 11.7k rule	173.33
Liability Ch...	12/31/2014	8249	Colorado State Treasurer	133001-00-6-001	-186.08
Bill Pmt -C...	12/31/2014	8250	CML	2015 Membership Dues/3% refund if pd by 1/...	-500.00
Bill Pmt -C...	12/31/2014	8251	Del Norte Auto Supply, Inc.	Auto Supplies	-286.57
Bill Pmt -C...	12/31/2014	8252	Display Sales Company	100095/Replacement Christmas Light Bulbs	-147.00
Bill Pmt -C...	12/31/2014	8253	McQuitty Plumbing & Heating, LLC	1307/CELC Repairs & Water Line Replacem...	-3,544.52
Bill Pmt -C...	12/31/2014	8254	Myer's Bros Truck & Tractor	37792/VPlow Hydraulic Installation	-4,741.27
Bill Pmt -C...	12/31/2014	8255	Ramona Weber	Building Inspection Services	-26.00
Check	12/31/2014	WS...	City of Creede	Xfer to correct 12/30/14 Deposit to wrong acc...	-4,230.26
Liability Ch...	12/31/2014	AFL...	AFLAC	BJB74	-179.42

Dec 14 **-60,947.26**

8275 01/15/2015 VISA

PR Subscription	12/30/2014	Annual Payroll Subscription	-213.56
Remote Access Softwa	12/30/2014	Remote Access Software	-16.99
TOTAL			-230.55

Water and Sewer Fund Monthly Check Detail January 2015

Type	Date	Name	Memo	Amount
Jan 15				
Bill Pmt -Check	01/30/2015	City of Creede	Jan 2015 Salary Reimburse	-9,995.40
Bill Pmt -Check	01/30/2015	SLVREC	December Electric Charges	-2,504.30
Bill Pmt -Check	01/29/2015	Accutest Mountain St...	Sewer Testing	-247.00
Bill Pmt -Check	01/29/2015	American Business S...	125848/Utility Billing Postcards	-333.09
Bill Pmt -Check	01/29/2015	SLVREC	VOID: December Electric Charges	0.00
Bill Pmt -Check	01/21/2015	Accutest Mountain St...	D1-58567/NitPhosAmm	-165.00
Bill Pmt -Check	01/21/2015	CIRSA	WC/PC	-1,110.50
Bill Pmt -Check	01/21/2015	DPC Industries, Inc.	DE73001046-14/Chlorine	-36.00
Bill Pmt -Check	01/21/2015	Monte Vista Co-op	Jan Charges/Water Tank	-101.47
Bill Pmt -Check	01/14/2015	VISA		-161.11
Bill Pmt -Check	01/14/2015	CenturyLink	300794269/November	-113.82
Bill Pmt -Check	01/07/2015	Kentucky Belle Market	Dec Charges/#15 Tax Exempt	-70.18
Bill Pmt -Check	01/07/2015	Merrick & Company	137073/November Svcs/Reimbursable School ...	-450.00
Bill Pmt -Check	01/07/2015	Tomkins Hardware & ...	Dec Charges/Acct 580/Reimbursable School	-54.00
				-15,341.87
Jan 15				
Bill Pmt -Check	2968	01/14/2015	VISA	
Bill	65606	12/17/2014	Water Testing Shipping	-11.63
Bill	32018	12/18/2014	Wastewater Testing Shipping	-81.70
Bill	60410	12/30/2014	Wastewater Testing Shipping	-67.78
TOTAL				-161.11

City of Creede, a Statutory Town
Liquor License Summary

Note: Liquor License forms contain a mixture of confidential and public information. In an effort to protect the confidentiality of items such as Social Security Numbers, Drivers License numbers, and dates of birth, liquor application forms will no longer be available to the public. This summary is intended to give the Board of Trustees and citizens the public content of the issue at hand.

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Type of Action Requested: Approve a Multiple Special Events Permit to sell malt, vinous and spirituous liquor at a special event.

Applicant: Creede Repertory Theatre

Current Licensee: Same.

Factual Findings:

- Time, date and type of events to be permitted:
 - 2/14/15, 12am-2am – CRT events
 - *5/29/15, 12am-2am – CRT events
 - *5/30/15, 12am-2am – CRT events
 - *6/5/15, 12am-2am – CRT events
 - *6/6/15, 12am-2am – CRT events
- *These dates will only necessitate this special event should Arts License not yet be received.
- The premise for the event is the Ruth Humphreys Brown Theatre at 120 S Main Street.
- Applicant is a non-profit in good standing with the State of Colorado
- Applicant is eligible to apply for a Special Events Permit.
- The location is eligible to be licensed.
- The premises has been posted for an adequate amount of time.
- The Business Manager is Heather Pollack Green
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.

Recommended Action

Consider approval of a multiple date Special Events Permit for Creede Repertory Theatre.



PRIVATE EVENT PERMIT APPLICATION

City of Creede
2223 N Main Street
Creede, CO 81130
(719-)658-2276

Name: Cabin Fever Daze 2015

Address: PO Box 754 Creede, CO 81130

Business/Organization (if applicable): CCF; Chamber

Phone: 970-946-2613 Email: jewell.athletics@gmail.com

Description of Event: an annual event to boost the local economy during the off-season

Date and Times of Set-Up: Feb. 12th 8am

Dates and Times of Event: Feb. 13, 14: 15th, 16th 8am (Fri) - 4p.m. (Mon)

Dates and Times of Tear-Down: Feb. 17th 8am

Location of Event: City of Creede
(attach map if applicable)

Estimated Number of People Expected to Attend this Event: 300-500

I have read, fully understand, and agree to the terms of this Private Event Permit, any attached pages, and the City of Creede's Public Property Event Policy and Procedures:

Applicant [Signature]
Date 1-13-15

City Clerk [Signature]
Date 1/13/15

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature]
Date 1/13/15

Pre-Event Site inspection by: City _____ Applicant _____ Date and Time: _____

Post-Event Site inspection by: City _____ Applicant _____ Date and Time: _____

FOR ADMINISTRATIVE USE ONLY

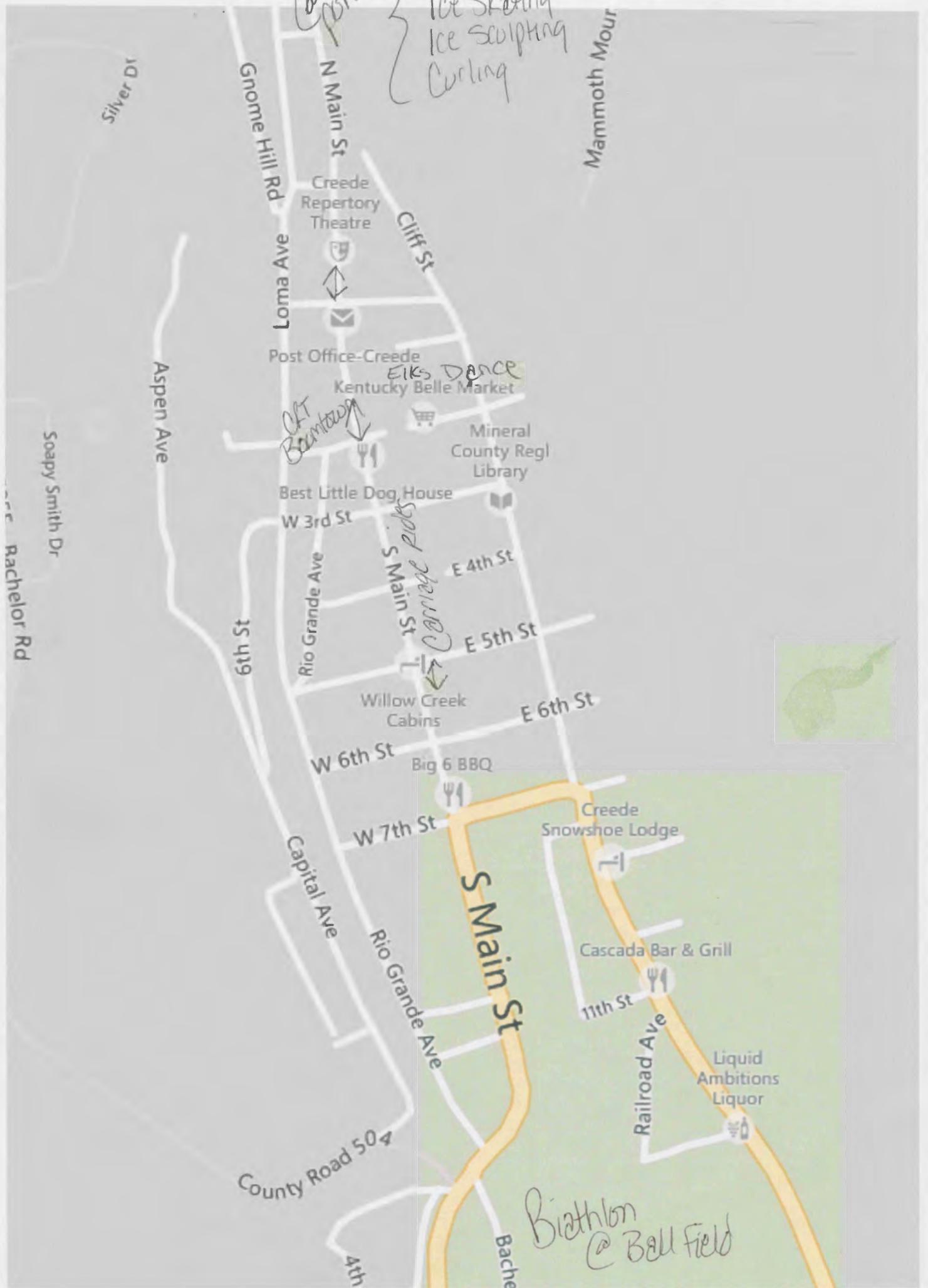
Application Received 1/13/15 Fee 50 Date Paid _____

License Agreement Attached? Y N Proof of Insurance Attached? Y N

Board of Trustees Meeting Date 2/3/15

Approved by Board of Trustees this _____ day of _____, 20 _____

Attest: _____ City Clerk



@ ponds
Hockey
Ice Skating
Ice Sculpting
Curling

Ort Buntown

EIKS Dance

Carnage picks

Biathlon
@ Bell Field



The Facts about Marijuana

Although marijuana may be helpful in limited medical conditions, more facts exist regarding the harmful health effects. Marijuana is not safe—for any age. Regular use of marijuana increases the risk of heart, lung, and mental health problems. The typical marijuana plant contains more than 400 chemicals, including about 60 of which can interact with the body's nervous system—many which are similar to those found in cigarette smoke in addition to potential exposure to mold, insecticides and bacteria because Colorado does not require product to be tested for contaminants.

The earlier in life a person starts using marijuana, the more likely the person will become addicted. About 17% of users between the ages of 13-25 will become addicted and about 17% of all people that enter publicly-funded rehab programs (support by your tax dollars) are marijuana users. Evidence-based medicine has shown that regular marijuana—1-2 times per week—is linked to social problems, learning and memory problems, and falling IQ scores. Furthermore, the developmental delays and diminished IQ do not go away after marijuana use has stopped. Marijuana has also been linked to mental illness including psychosis, schizophrenia and increased occurrence of depression, anxiety, suicidal thoughts, and personality disturbances.

Marijuana smokers are 4.8 times more likely to have a heart attack. People who smoke marijuana frequently, but not tobacco, have more respiratory health problems and miss more days of work than nonsmokers. Lung tissue from regular marijuana users have shown signs of pre-cancerous changes—as well as having many of the same problems of tobacco smokers like a daily cough, mucus, more chest colds, and lung infections. Second-hand smoke from marijuana is also linked to lung cancer, lung irritation, asthma attacks, and increased susceptibility to respiratory infections.

There is NO safe amount of marijuana use during pregnancy. THC—the chemical in marijuana that makes a person “high”—can pass through the placenta of the mother to the unborn child. Children exposed to THC during pregnancy have premature birth, miscarriage, low-birth weight and certain birth defects and symptoms similar to fetal alcohol syndrome including mental retardation.

Amendment 64 passed in Colorado does legalize the personal use of marijuana—but it is illegal for use to anyone under the age of 21 and is NEVER safe around children who are at highest risk for poisonings, developmental retardations, and long-term health effects. Pay attention for upcoming public meetings in our community regarding potential retail distribution decisions in Mineral County.

Town Board of Trustees
February 3, 2015
Eloise Hooper

Game Night, Movie Night and Renaissance Kids are going well. I am looking to get 1-2 new TVs and 2 refurbished X-Boxes for Game Night. Right now I am borrowing a TV and an older X-Box from my son. Each night he has to disconnect everything from his own system, bring it to town, set it up, break it down, take it home and re-set it up. It puts a lot of wear on his older system. We have from 15 – 30 youth each Game Night and they enjoy playing video games. He also bought and donated an Atari game box that has over 90 games on it. The youth also enjoy playing these games.

I am working with Charlene Ameel and Matthew Hooper to have a cooking workshop. Youth would make a meal, complete with main course and a dessert and beverage. The meal would be shared with family members. Once I get two dates firmed up I will ask the Baptist Church if we can use the Fellowship Hall. Reading and following directions, kitchen safety, cleanliness, and having fun will be emphasized.

Gwen Freer and I will be offering a new workshop for youth this summer. It will combine ecology, geology, the importance of protecting our environment, and arts and crafts. We will use Willow Creek as our classroom. We have talked about offering a workshop for a couple of years.

I have been working on the Summer schedule. Easter Egg Decorating and Egg Hunt will be April 4 at the Chamber.

Creede/ Mineral Arts and Recreation
Proposed Budget

2015

Income		total month	total to date	proposed
Earned		January	1/31/2015	2015
	Ren Kids			\$ -
	School Arts	\$ 5.47	\$ 5.47	\$ -
	Theatre			\$ 360.00
	Free Summer			\$ 40.00
	Art Camp			\$ 200.00
	Creative Writing Camp			\$ 75.00
	Music & Song			\$ 275.00
	Dance Camp			\$ 120.00
	Summer Tumbling Camp			\$ 50.00
	Summer Ath, Skatepark			\$ 700.00
	Woodcarving Workshop			\$ 30.00
	Gr. Outdoors			\$ 330.00
	Heritage Wrkshp			\$ 980.00
	Summer Carnival			\$ 300.00
	4th July			\$ -
	Halloween Party			\$ 50.00
	Miscellaneous programs			\$ 475.00
	Rec Center	\$ 47.30	\$ 47.30	\$ 450.00
	Fundraisers- Vendors			\$ 3,200.00
Total Earned income		\$ 52.77	\$ 52.77	\$ 7,635.00
Other Income				
Donations				
	Business	\$ 125.00	\$ 125.00	\$ 1,300.00
	Individual	\$ 855.00	\$ 855.00	\$ 2,800.00
	County			\$ 500.00
	carry over from Vendors 2014			\$ 205.00
Total Other		\$ 980.00	\$ 980.00	\$ 4,805.00
Total Income		\$ 1,032.77	\$ 1,032.77	\$ 12,440.00

in-kind	\$ -	\$ -	\$ 150.00
volunteer hours	5	5	90

Creede/ Mineral Arts and Recreation
Proposed Budget

2015

Expenses		total month January	total to date 1/31/2015	proposed 2015
	Ren Kids	\$ 15.37	\$ 15.37	\$ 220.00
	School Arts	\$ 477.51	\$ 477.51	\$ 4,000.00
	Theatre			\$ 500.00
	Free Summer			\$ 80.00
	Art Camp			\$ 430.00
	Creative Writing Camp			\$ 155.00
	Music & Song			\$ 560.00
	Dance Camp			\$ 280.00
	Summer Tumbling			\$ -
	Summer Ath., Skatepark			\$ 1,200.00
	Woodcarving			\$ 40.00
	Gr. Outdoors			\$ 725.00
	Heritage Wrkshp			\$ 570.00
	Summer Carnival			\$ 150.00
	4th July			\$ 210.00
	Halloween Party			\$ 200.00
	Miscellaneous programs			\$ 550.00
	Rec. Center	\$ 42.63	\$ 42.63	\$ 870.00
	Fundraisers- vendors			\$ 750.00
Total Prog. Exp.		\$ 535.51	\$ 535.51	\$ 11,490.00

	General Office	\$ 19.11	\$ 19.11	\$ 950.00
Total Other		\$ 19.11	\$ 19.11	\$ 950.00
Total expenses		\$ 554.62	\$ 554.62	\$ 12,440.00

*Diff. fee - need
w/ amounts where*

RESOLUTION NO. 2015-03

**RESOLUTION APPROVING THE GRANT AGREEMENT WITH
THE DEPARTMENT OF LOCAL AFFAIRS**

WHEREAS, the City of Creede, a Colorado Town needs a Preliminary Engineering Report on the repair and rehabilitation of the Willow Creek Flume; and

WHEREAS, the City has the legal authority to enter into contracts and retain the services of businesses as required to provide technical services as necessary to develop this report and has determined that such services are required; and

WHEREAS, the City needs to seek funding from the Colorado Department of Local Affairs for this project and is necessary for the health, safety and welfare of the residents and visitors to Creede.

NOW THEREFORE BE IT RESOLVED BY the Board of Trustees of the City of Creede, a Colorado Town that:

SECTION 1. The Board authorizes the grant application with the Department of Local Affairs for the purpose of retaining of an engineering firm to develop a Preliminary Engineering Report for the repair and rehabilitation of the Willow Creek Flume.

Adopted this 3rd day of February 2015, by a majority vote of a quorum of the Board of Trustees of Creede, Colorado.

City of Creede, a Colorado Town

Eric Grossman, Mayor **Date**

Attest:

Randi Snead, City Clerk **Date**

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

CITY OF CREEDE

Summary

Award Amount: \$12,500.00

Identification #s:

Encumbrance #: F15S7767 (*DOLA's primary identification #*)
Contract Management System #: 76389 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: EIAF 7767
Project Name: Creede Willow Creek Flume Preliminary Engineering
Performance Period: Start Date: _____ End Date: 07/31/15
Brief Description of Project / Assistance: The Project consists of the completion of a preliminary engineering report for the Willow Creek flume in Creede, Colorado.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: 152 FBA0 127 5110

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1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the **CITY OF CREEDE** (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the "State" or "DOLA").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (see checked option(s) below):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in Exhibit B.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in Exhibit B.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and Exhibit B.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to Exhibit B.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of **an actual final Pay Request, a final Status Report and a Closeout Certification.**

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6 and Exhibit B.**

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means **third-parties, if any, engaged by Grantee to carry out specific vendor related services.**

R. Subgrantee

“Subgrantee” means **third-parties, if any, engaged by Grantee to aid in performance of its obligations.** Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E.**

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This **Grant shall terminate on July 31, 2015** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

*Contractor?
def.
?definition
J...
-2...*

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$12,500.00 (TWELVE THOUSAND FIVE HUNDRED and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments over 10% but less than 24.99% (a “Minor Line Item Adjustment”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit G (each an “Option Letter”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with §4.5 of Exhibit B. For overall Budget adjustments less than 24.99% (a “Minor Budget Adjustment”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with §4.5.1.1 of Exhibit B. If such True-up Budget Proposal (as such term is defined in §4.5.1.1 of Exhibit B) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

Sec 3.A

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

City Attorney
Engineer

- Randi
opinion

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in Exhibit B.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

Emailed Ron @ the ✓ NO problem per Hill

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

*404 permit from AS/ACE?
Ask Hill
NOPE per
Hill with Cooper
970-232-25
1582 - Duran*

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property.

Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

is this SAT?

NEED Eric's opinion on this.

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ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee.
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in Exhibit E – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under Exhibit B. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within three months of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

The Honorable Eric Grossman, Mayor
City of Creede
P. O. Box 457
Creede, Colorado 81130
Email: ericredlion@yahoo.com

Plus Kandi as Nigala

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on Exhibit A, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to Exhibit F with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to Exhibit F with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.
- b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

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K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law. (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. **Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void.** Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) **other unpaid debts owing to the State as a result of final agency determination or judicial action.**

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE CITY OF CREEDE</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Reeves Brown, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p>
---	--

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Yingtse Cha, Controller Delegate

Date: _____

RESOLUTION NO. 2015-04

A Resolution to adopt and appropriate a 2015 Revised Budget

A resolution summarizing revenues and expenditures for each fund and adopting a revised budget for the City of Creede, Colorado, for the calendar year beginning on the first day of January 2015, and ending on the last day of December, 2015.

WHEREAS, a proposed budget for 2015 was prepared for the Board's consideration, December 2, 2014; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said adopted revised budget is open for inspection by the public and given the opportunity to file or register any objections to said revised budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW THEREFORE BE IT RESOLVED BY the Board of Trustees of the City of Creede, a Colorado Town that:

SECTION 1. The estimated revenues and expenditures for each fund are as follows:

	Income	Expense
General Fund	\$ 402,175	\$ 400,027
Capital Improvement	\$ 167,500	\$ 100,000
Virginia Christensen	\$ 181,000	\$ 170,000
Conservation Trust	\$ 3,000	\$ 2,900
Water & Sewer	\$ 363,900	\$ 336,003

SECTION 2. The revised budget is submitted and herein summarized by fund, and hereby approved and adopted as the budget of the City of Creede for the year stated above.

SECTION 3. The revised budget is hereby approve, adopted and appropriated and made a part of the public records of the City of Creede, a Colorado Town.

Adopted this 3rd day of February 2015, by a majority vote of a quorum of the Board of Trustees of Creede, Colorado.

Mayor Date
Eric Grossman

Attest by City Clerk Date
Randi Sneed



City of Creede
PO Box 457
Creede, CO 81130
Phone: 719-658-2276
Fax: 719-658-2017

City of Creede

February 4, 2015

Colorado Department of Local Affairs
1313 Sherman Street, Room 315
Denver, CO 80203

RE: 2015 Revised Budget

Attached is a 2015 Revised budget for the City of Creede, Mineral County, State of Colorado. The 2015 Revised budget was adopted on February 3, 2015.

If there are any questions regarding this budget, please contact Clyde Dooley, Town Manager, City of Creede at (719) 658-2276 or by email at manager@creedetownhall.com.

I hereby certify that the enclosed documents are to the best of my knowledge the true and accurate copies of the 2015 Revised budget.

Respectfully,

Clyde Dooley
City Manager

cc. Mineral County Commissioners, PO Box 70, Creede, CO 81130
Blair and Associates, P.C., 105 S.E. Frontier, Suite A, Cedaridge, CO 81413



2015 Revised Budget

1/29/2015

1 GENERAL FUND		2013	2014	2014	2015
2 Revenues		Actual	Proposed	Revised	Revised
3 General Property Tax	1410.10	68,391	70,000	73,000	74,000
4 Delinquent Taxes	1410.20	153	250	100	125
5 Delinquent Interest	1410.30	329	250	350	250
6 Specific Ownership Tax	1410.50	8,703	5,000	7,700	6,000
7 1/2 City Sales Tax	1410.61	93,614	87,000	90,000	92,000
8 County Sales Tax	1410.62	104,237	105,000	100,000	110,000
9 Franchise Tax	1410.80	8,301	8,000	9,000	8,500
10 Liquor Licenses	1440.30	1,910	3,000	4,700	4,000
11 Building Permits	1440.40	16,676	5,000	6,600	7,000
12 Building User Tax	1440.50	6,496	6,000	9,900	8,000
13 Highway User's Tax	1450.10	20,872	18,000	18,000	18,000
14 Motor Vehicle Sales Tax	1450.20	156	100	75	100
15 Cigarette Tax	1450.30	1,685	1,200	1,300	1,200
16 Motor Vehicle Fees	1450.40	2,679	2,400	2,400	2,400
17 Severance Tax	1450.50	11,511	5,000	18,500	10,000
18 Mineral Lease Royalty	1450.60	225	-	300	300
19 Road and Bridge	1450.70	3,888	3,800	3,900	3,800
20 Fuel Tax Refund	1450.80	-	-	220	250
21 Grants	1450.90	-	-	-	-
22 Court Fines	1460.00	-	-	-	-
23 Interest Income	1470.00	366	700	300	300
24					
25 Recreation Fees	1480.10	3,737	3,200	3,900	3,200
26 Recreation Grants	1480.20	-	-	-	-
27 Recreation Donations	1480.30	3,264	5,800	2,300	2,000
28 Recreation Misc.	1480.90	796	5,500	-	750
29 Refunds	1490.20	170	1,200	20	-
30 Rec. (300x3)	1490.40	-	-	-	-
31 Miscellaneous	1490.90	17,187	20,000	12,000	10,000
32					
33 Operating Revenues		375,346	356,400	364,565	362,175

2015 Revised Budget

1/29/2015

34 GENERAL FUND		2013	2014	2014	2015	
35 Expenses		Actual	Proposed	Revised	Revised	
36	Administrative Salaries	1510.10	35,869	40,164	42,172	
37	Payroll Taxes	1510.21	2,847	2,611	3,265	
38	Benefits	1510.23	8,192	7,242	8,840	
39	Operating Supplies	1510.31	1,531	4,000	4,000	
40	Postage	1510.32	655	600	600	
41	Telephone	1510.33	2,837	2,500	2,500	
42	Dues & Subscriptions	1510.34	3,447	3,000	3,000	
43	Printing & Advertising	1510.35	2,194	3,500	3,000	
44	Building & Plant	1510.40	1,710	2,000	2,000	
45	Insurance & Bonds	1510.50	2,960	6,500	8,500	
46	Professional Services	1510.60	24,861	30,000	25,000	
47	Travel	1510.70	1,363	5,000	5,000	
48	Board of Trustees	1511.00	16,468	17,000	17,000	
49	Judicial	1512.00	-	1,500	-	
50	Elections	1513.00	-	1,500	200	
51	Treasurers Fees	1514.00	1,378	1,300	2,500	
52	Miscellaneous (+1519)	1519.00	8,275	5,000	15,500	
53	Code Enforcement	1520.50	-	10,000	-	
54	PUBLIC WORKS					
55	Public Works Payroll	1530.10	40,913	46,720	49,088	
56	Payroll Taxes	1530.21	3,232	3,495	3,832	
57	Benefits	1530.23	8,529	10,863	12,875	
58	Operating Expenses	1530.31	5,641	5,000	5,000	
59	Telephone	1530.33	712	1,600	600	
60	Repairs & Maintenance	1530.40	2,105	6,000	6,000	
61	Insurance & Bonds	1530.50	3,557	6,500	7,500	
62	Streets & Alleys	1530.70	12,102	15,000	15,000	
63	Electricity	1530.81	11,928	14,000	14,000	
64	Propane	1530.82	7,304	9,000	9,000	
65	Miscellaneous	1530.90	1,720	5,000	1,000	
66	Parks & Recreation					
67	Park Payroll	1540.10	16,100	13,650	17,300	
68	Park Taxes	1540.20	1,256	1,292	1,360	
69	Park Benefits --- Not used	0.00	-	-	-	
70	Park Expenses (+1580.70)	1540.50	7,481	20,000	9,000	
71	Rec. Salaries	1580.10	16,653	16,228	16,300	
72	Rec. Taxes	1580.21	1,191	1,308	1,300	
73	Recreation Expenses	1580.50	8,585	15,000	10,000	
74	Activities Expenses				30,000	
75	Donations	1580.60	10,000	15,000	15,000	
76	Hatchery Utilities	1580.80	1,439	2,000	2,000	
77	Operating Expenses		275,035	351,073	329,064	
78						
79	Operating Income/Loss					
80	Operating Revenues		375,346	356,400	364,565	
81	Operating Expenses		275,035	351,073	329,064	
82	Operating Income/Loss		100,311	5,327	35,501	
					(37,852)	

2015 Revised Budget

1/29/2015

83 GENERAL FUND (Cont.)		2013	2014	2014	2015
84 Non-Operating		Actual	Proposed	Revised	Revised
85 Transfer In (Parks -from VC)	1498.00	20,000	20,000	20,000	20,000
86 Transfer in (Recreation - from VC)	1499.00	-	-	-	20,000
87 Non-Operating Revenues		20,000	20,000	20,000	40,000
88					
89 Transfer Out (to CI)	1598.20	-	-	-	-
90 Non-Operating Expenses		-	-	-	-
91					
92					
93 Total Revenues		395,346	376,400	384,565	402,175
94 Total Expenses		275,035	351,073	329,064	400,027
95 Net Income/Loss		120,311	25,327	55,501	2,148
96 Fund Balance Beginning of Year		617,272	737,583	737,583	793,084
97 Fund Balance End of Year		737,583	762,910	793,084	795,232

98 CAPITAL IMPROVEMENT		2013	2014	2014	2015
99 Revenues		Actual	Proposed	Revised	Revised
100 1/2 City Sales Tax	2410.00	93,614	85,000	90,000	92,000
101 Interest	2470.00	452	1,000	500	500
DOLA Grant					12,500
Matching funds for DOLA					12,500
102 Total Revenues		94,066	86,000	90,500	117,500
103					
104 Expenses					
105 Capital Improvements	2510.00	28,647	75,000	50,000	75,000
106 Preliminary Engineering Report		-	-	-	25,000
107 Flume Repair	2501.00	-	-	-	-
108 Total Expenses		28,647	75,000	50,000	100,000
109					
110 Operating Revenues		94,066	86,000	90,500	117,500
111 Operating Expenses		28,647	75,000	50,000	100,000
112 Operating Income/Loss		65,419	11,000	40,500	17,500
113					
114 Non-Operating					
115 Transfer in (VC)	2420.00	70,000	65,000	65,000	50,000
116 Transfer from Fund Balance	2497.00	-	-	-	-
117 Non-Operating Revenues		70,000	65,000	65,000	50,000
118					
119 Non-Operating Expenses		-	-	-	-
120					
121					
122 Total Revenues		164,066	151,000	155,500	167,500
123 Total Expenses		28,647	75,000	50,000	100,000
124 Net Income/Loss		135,419	76,000	105,500	67,500
125 Fund Balance Beginning of Year		225,204	360,623	360,623	466,123
126 Fund Balance End of Year		360,623	436,623	466,123	533,623

2015 Revised Budget

1/29/2015

127 VIRGINIA CHRISTENSEN		2013	2014	2014	2015
128 Revenues		Actual	Proposed	Revised	Revised
129 Trust Revenue	8460.00	184,144	180,000	180,000	180,000
130 Market Adjust / Interest	8470.00	228,390	1,000	350	1,000
131 Operating Revenues		412,534	181,000	180,350	181,000
132 Expenses					
133 Willow Creek Reclamation		1,500	10,000	10,000	10,000
134 Distributions	8510.00	53,000	50,000	50,000	50,000
135 Management Fee		15,428	35,500	20,000	20,000
136 Operating Expenses		69,928	95,500	80,000	80,000
138 Operating Revenues		412,534	181,000	180,350	181,000
139 Operating Expenses		69,928	95,500	80,000	80,000
140 Operating Income/Loss		342,606	85,500	100,350	101,000
141					
142 Non-Operating					
143 Non-Operating Revenues		-	-	-	-
144					
145 Transfer to Capital Improvement	8520.00	70,000	65,000	65,000	50,000
146 Transfer to Parks	8540.00	20,000	20,000	20,000	20,000
147 Transfer to Arts & Recreation	8550.00			-	20,000
148 Non-Operating Expenses		90,000	85,000	85,000	90,000
149					
150					
151 Total Revenues		412,534	181,000	180,350	181,000
152 Total Expenses		159,928	180,500	165,000	170,000
153 Net Income/Loss		252,606	500	15,350	11,000
154 Fund Balance Beginning of Year		4,105,333	4,357,939	4,357,939	4,373,289
155 Fund Balance End of Year		4,357,939	4,358,439	4,373,289	4,384,289

156 CONSERVATION TRUST		2013	2014	2014	2015
157 Revenues		Actual	Proposed	Revised	Revised
158 Lottery Funds	3410.00	3,115	3,500	3,000	3,000
159 Interest	3470.00	10	-	13	-
160 Operating Revenues		3,125	3,500	3,013	3,000
161 EXPENDITURES:					
162 Park Supplies	3500.40	-	3,400	2,954	2,900
163 Operating Expenses		-	3,400	2,954	2,900
164					
165					
166 Total Revenues		3,125	3,500	3,013	3,000
167 Total Expenses		-	3,400	2,954	2,900
168 Net Income/Loss		3,125	100	59	100
169 Fund Balance Beginning of Year		6,506	9,631	9,631	9,690
170 Fund Balance End of Year		9,631	9,731	9,690	9,790

2015 Revised Budget

1/29/2015

171 WATER AND SEWER		2013	2014	2014	2015
172 Revenues		Actual	Proposed	Revised	Revised
173 Water Lease	6405.00	27,750	35,000	35,000	35,000
174 Water Revenues	6410.00	176,995	179,058	181,000	186,430
175 Sewer Revenues	6420.00	80,384	79,552	82,000	84,460
176 Drainage Revenues	6440.00	6,011	6,500	6,900	6,500
177 Miscellaneous	6450.00	909	5,000	4,450	10,000
178 W/S Finance Charge	6460.00	3,515	2,500	3,000	2,500
179 Water Meters / Taps	6480.00	4,788	3,000	1,050	3,000
180 TOTAL OPERATING REVENUES		300,352	310,610	313,400	327,890
181 Expenses					
182 W/S Administrative Salaries	6500.11	35,868	40,164	40,164	42,172
183 W/S Salaries	6500.12	40,913	46,720	46,800	49,088
184 Taxes	6500.21	6,070	6,106	6,900	7,107
185 Benefits	6500.23	18,939	18,105	21,500	21,836
186 Office Supplies	6500.31	657	2,000	1,000	2,000
187 Postage	6500.32	1,874	2,600	2,200	3,000
188 Telephone	6500.33	676	800	800	800
189 Sewer Supplies	6500.35	1,369	5,000	2,500	5,000
190 Water Supplies (& meters)	6500.36	162	5,000	8,000	5,000
191 Repair & Maintenance	6500.41	2,755	7,000	7,000	7,000
192 Sewer Testing	6500.42	3,189	5,000	5,000	5,000
193 Water Testing	6500.43	1,065	5,000	5,000	5,000
194 Insurance	6500.50	4,293	6,500	7,500	6,500
195 Professional Services	6500.60	10,119	15,000	7,000	15,000
196 Travel	6500.70	-	1,000	1,000	1,000
197 Electricity - Sewer Plant	6500.81	11,118	13,000	10,000	11,000
198 Propane - Water Plant	6500.85	1,007	1,000	1,500	1,500
199 Electricity - Water Plant	6500.86	29,413	31,000	31,000	31,000
200 Capital Improvements	6540.00	-	-	-	35,000
201 Sewer Miscellaneous	6500.91	2,090	3,000	1,000	3,000
202 Water Miscellaneous	6500.92	1,642	3,000	2,500	3,000
203 Miscellaneous/Contingency	6500.93	5,504	7,000	7,700	8,000
204 TOTAL OPERATING EXPENSES		178,723	223,995	216,064	268,003
205					
206 Operating Revenues		300,352	310,610	313,400	327,890
207 Operating Expenses		178,723	223,995	216,064	268,003
208 Operating Income/Loss		121,629	86,615	97,336	59,887
209					
210 NON-OPERATING:					
211 Capital Contributions (Tap SD fees)	6430.00	37,130	12,000	16,670	35,000
212 Loans / Impact Fees / Grants	6450.8+9	-	-	-	-
213 Interest Income	6470.00	3,648	200	50	200
214 Non-Operating Revenues		40,778	12,200	16,720	35,200
215					
216 Transfers out (Capital Improvement)	6495.00	-			
217 Loans Principal	6515+6.2	36,938	33,000	40,000	33,000
218 Loans Interest	6515+6.1	21,604	35,000	25,000	35,000
219 Non-Operating Expenses		58,542	68,000	65,000	68,000
220					
221					
222 Total Revenues		341,130	322,810	330,120	363,090
223 Total Expenses		237,265	291,995	281,064	336,003
224 Net Income/Loss		103,865	30,815	49,056	27,087
225 Fund Balance Beginning of Year		310,413	414,278	414,278	463,334
226 Fund Balance End of Year	**	414,278	445,093	463,334	490,421

** This is the audited unrestricted amount. The total amount is \$2,057,747 (page 4)

I DOLA Grant for PER

Manager's Report

To: Mayor and Board of Trustees
Date: February 3, 2015
From: Clyde Dooley

RFP for Engineering Services – Administrative Direction

Attached is the final draft of the Request for Proposals for engineering services to prepare a Preliminary Engineering Report for the repair and rehabilitation of the flume. The time line starts with the Boards approval on Feb. 3rd, a notice of the RFP being put in the paper on Feb. 4th. We'll also send one to Merrick and Bohannon Houston engineering with a deadline of Feb. 23rd. We should be able to award the contract by Mar. 3rd, and have the Preliminary Engineering Report in hand by April 5th, 2015. **With your approval of resolutions 2015-03 and 2015-04 I recommend the approval of this time RFP time line.**

Muley's – Recycle Creede FYI

I've attached a short memo trying to explain the details of the agreements we have with Muley's Disposal Service and Recycle Creede. At last month's meeting both businesses talked about trying to work together. I'm not positive if that is still their intentions, but some questions have come up and this is for clarification.

Water Conservation – FYI

Talk about doing our part in water conservation! In 2010, our last full year before completing the replacement of our water mains, our annual well production was 105,909,900 gals. Last year our annual well production was 76,758,900 gals. Thanks to Ron McLaughlin and our entire team, that's an annual savings of 29,151,000 gals and/or a little over 27%.

Wastewater Treatment Facility Permit – FYI

Last month I mentioned the State was in the process of renewing our CDPS permit. Attached is a copy of the memo we sent to be considered for the public hearing. The proposed revisions could have costly impacts on us and we're hoping they consider our comments.

I received a call on the 28th of last month telling me our permit was in the mail and it didn't sound like they altered many of their requests. I'll know more when we and Ron McLaughlin get a chance to review their final copy.

Memorandum of Understanding Amendment – FYI

Navajo Development, the Creede School District, and the county amended their MOU regarding the water line easement by extending the date from 2/25/15 to 5/31/15.

Source Water Protection Plan meeting – FYI

Colleen Williams held our first stakeholders meeting here last Tuesday and it was very educational with more to come. I've asked Robert to work with Colleen throughout this project and if anyone has anyone they would like to add to the stakeholders contact list, please get in touch with him.

Our next stakeholders meeting is scheduled for Feb. 17, 2015.

MCFA & Lagoons Annexation – Update

I'm working with Davis Engineering on getting a survey of our lagoon property as well as an updated survey of the Mineral County Fairgrounds property. Once done, Eric Heil and I'll start working on the annexation agreement.

San Luis Valley Water Conservancy District – FYI

In case you get asked about the Public Notice in last week's paper concerning the matter of the San Luis Valley Water Conservancy District. This is just the first step the School District needs to go thru to purchase the water certificates they need for their irrigation water.

North Creede Survey – Reminder

This project has lost its place in our line of priorities, but I keep it in my report to help me not forget about it. Just me.

December Finances – FYI

		YTD
General Fund	2,558	149,740
Capital Improvement Fund	(13,045)	112,731
Conservation Trust Fund	665	(175)
Virginia Christensen Fund	188,762	44,076
Water & Sewer Fund	<u>2,267</u>	<u>70,344</u>
Net	181,197	376,716

City Sales Tax: is up \$20,034 for the same period last year, and down \$30 compared to December of last year.

City Funds total \$2,181,149 through the end of December. That's up \$463,337 for the same period last year and up \$52,434 from last month. [This is the tool I use to keep track of the funds we have in the bank. I use this spreadsheet to not only keep track of our short term financial stability, but also the long term fiscal sustainability. Fiscal sustainability strategies build the capability of a government to consistently meet its financial responsibilities, both in the short term by adjusting spending to revenues and revenues to spending, and in the long term by protecting future capital improvement plans and future generations of fiscal abilities.]

Budget Fund Balances: Budget fund balances are provided to us once a year after our audit. Please let me know if you'd like to see the spreadsheets &/or audits.

Please stop by the office if you'd like to look at any of these spreadsheets.

**REQUEST FOR PROPOSAL (RFP)
FOR
ENGINEERING SERVICES

FOR THE CITY OF CREEDE
WILLOW CREEK FLUME REHABILITATION**

INTRODUCTION

The intent of this REQUEST FOR PROPOSAL is to obtain a qualified (licensed) person, firm, or corporation, hereafter referred to as Engineering Firm to provide a Preliminary Engineering Report (PER) for the rehabilitation of the Willow Creek Flume.

The Preliminary Engineering Report project has been partially funded with a grant through the Department of Local Affairs and proposed future phases will likely be funded with State and Federal grant funds and all proposals must comply with applicable regulations.

The Engineering Firm will be responsible for preparing and delivering a complete Preliminary Engineering Report for the repair and rehabilitation of the Willow Creek Flume no later than 4:00 PM, April 5th, 2015.

To be eligible for consideration, the Engineering Firm must be capable of supplying the services as noted herein, and must also meet all other criteria outlined in this proposal.

INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed to:

City of Creede
Attn: City Manager
P.O. Box 457
Creede, CO 81130
(719) 658-2276
manager@creedetownhall.com

If an Engineering Firm submitting a proposal finds discrepancies in, or omissions from, the Request for Proposal (RFP), or should require additional clarification of any part thereof, a written request for interpretation may be submitted. Any interpretation of, or change made to the RFP will be made by written addendum to each proposing engineering firm, and shall become part of the request for any contract awarded. The City will not be responsible for any oral explanation. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all

proposing firms. To be given consideration, inquiries must be received at least seven (7) calendar days prior to the date established for the opening of proposals. It shall be the responsibility of each proposing Engineering Firm to verify that each addendum has been received prior to submitting a proposal.

SUBMITTAL DATE & LOCATION

All proposals must be delivered prior to 4:00 PM, **February 23, 2015**. Proposals must be submitted in a sealed envelope plainly marked "REQUEST FOR PROPOSAL/Creede Willow Creek Flume" and addressed to the Board of Trustees.

LATE AND TELEGRAPHIC PROPOSALS

Late proposals will not be accepted under any circumstance, and any proposal so received shall be returned to the proposing Engineering Firm unopened. In addition, telegraphic and/or proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing Engineering Firm will be expected to allow adequate time for delivery of proposal. Sole responsibility rests with the proposing Engineering Firm to see that their proposal is received on time.

CONDITIONS OF PROPOSAL SUBMITTAL

All proposing Engineering Firms shall comply with all conditions, requirements, and specifications contained herein; any departure will constitute sufficient cause for rejection of the proposal.

A duly authorized official of the proposing Engineering Firm submitting the proposal must sign the proposal.

Only one proposal will be accepted from any firm.

All price quotes must be firm for a period of (90) days following the opening of the proposal.

The City of Creede reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal and to award the proposal to the most responsive and responsible proposing Engineering Firm as deemed in the best interest of the City of Creede.

The City of Creede will not return proposals, or other information supplied to the City to the proposing firm.

EVALUATION OF PROPOSALS

The Board of Trustees of the City of Creede and the Creede Flume Committee will evaluate all proposals. The City MAY interview those prospective Engineering Firms. During the interview and evaluation process, the City reserves the right to accept or request additional information or clarifications from the Engineering Firm or to allow corrections of errors or omissions. Prospective Engineering Firms MAY be required to make oral presentations as part of the evaluation process. The Engineering Firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, and not necessarily on the basis of the lowest price. Following the notification of the successful Engineering Firm it is expected a contract will be executed between the parties dependent upon and subject to the availability of specific funding for these professional services.

EVALUATION CRITERIA

Proposals shall be evaluated on the basis of the following criteria (the City reserves the right to determine the importance to give to each criteria):

- A.** Cost.
- B.** Responsiveness to the needs of the City, both in service cost and the scope of the services offered.
- C.** Responsibility of the proposing Engineering Firm and its experience in dealing with City governments, specifically on projects of similar scope and nature.
- D.** The degree to which the proposal meets or exceeds the term of the Request for Proposal.
- E.** Experience with similar projects; quality of design skills, including design philosophy, reliability of project cost estimates.
- F.** Experience or familiarity with the City of Creede, Mineral County or other nearby areas in the region.
- G.** Experience with state and federal grant funded projects.

PROPOSAL ELEMENTS AND FORMAT

Proposals submitted shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the proposal to the City of Creede.

Proposals shall include the following:

- A. A cover letter shall be provided stating the name, physical and email address and telephone number of the Engineering Firm contact person and must bear the signature of the person having the authority to make the proposal for the Engineering Firm and bind the firm in a formal contract with the City.
- B. A response that defines the methods and means by which the proposing Engineering Firm will perform the services outlined in the Request for Proposal.
- C. A project timeline outlining the dates and specific tasks to be accomplished during the course of the project.
- D. A list of at least (3) three references for which services have been provided by the proposing Engineering Firm for governmental agencies for projects of this type, include contact names, addresses, and telephone numbers.
- E. The proposed not-to-exceed budget for PER preparation, including specific costs proposed for each task, and rates for additional services.
- F. Evidence that the Engineering Firm has worked on similar projects.
- G. A staffing plan for the proposed project.
- H. A Statement of qualifications which will include a list of those individuals who will be working on the project either as employees/principals or as employees of a subcontractor who will work on the project under the supervision of the Engineering Firm.
- I. Any other information deemed necessary by the proposing Engineering Firm.
- J. Please provide nine (9) copies of the proposal and one electronic copy.

Submittal of a proposal shall be taken as prima facie evidence that the Engineering Firm has full knowledge of the scope, nature, quality, and quantity of work to be performed, and the detailed requirements and conditions under which the work is to be performed.

GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING ENGINEERING FIRM

Professional service, including consultation, evaluation, planning, design, surveying, etc. must be performed by a Registered professional Engineer licensed to practice in the State of Colorado.

The successful proposing Engineering Firm shall be prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City of Creede.

The successful proposing Engineering Firm and its employees will operate as an independent contractor and will not be considered employees of the City of Creede.

SCOPE OF WORK

1. Detailed inspection of the entire existing Willow Creek Flume. Describe and catalog existing conditions and all problem areas.
2. Review the existing Corps of Engineers and other Reports. Determine the existing and the reasonable design hydraulic capacities of the Flume.
3. Develop and describe alternative preliminary level conceptual plans (two or three alternatives contemplated).
4. Compare alternatives from appropriate aspects as a minimum; capital cost, expected useful life; maintenance levels, aesthetics, safety considerations.
5. Organize and attend two work sessions with the Board of Trustees of the City of Creede to explain the plans, justify selection of the optimum plan, and obtain approvals.
6. Develop preliminary design level descriptions (illustrated) of the recommended improvement program. Determine probable quantities and prepare preliminary level project budget cost estimate.
7. Assemble all Report information into a coherent, bound Preliminary Engineering Report and in an electronic format.
8. Provide all field and office survey work required for proposed preliminary engineered design(s) of the project.
9. Accomplish all phases of the preliminary engineering design in the format required by the appropriate funding agencies, and assist the City in securing and administering grant funds.

RESPONSIBILITIES OF THE CITY OF CREEDE

There is no expressed or implied obligation on behalf of the City of Creede to reimburse the Engineering Firm for any expenses incurred in preparing proposals or in attending any pre-proposal meeting interview in response to this request for proposal.

The City shall provide a copy of the periodic inspection of the Willow Creek Flume performed by the U.S. Army Corps of Engineers in 2012.

INDEMNIFICATION

The Engineering Firm agrees to indemnify and hold harmless the City of Creede, and its officers and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which may arise out of or are in any manner connected with the work to be performed, if any injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act of omission, error, professional error, mistake, accident, or other fault of the Engineering Firm, or any officer, employee, or agent of the Engineering Firm.

RIGHT TO REFUSE PROPOSALS

The City of Creede reserves the right, without prejudice, to reject any and all proposals or any part of any proposal.

MDS & RECYCLE CREEDE

TO: Mayor and Board of Trustees
FROM: Clyde Dooley
SUBJECT: MDS & Recycle Creede
DATE: January 27, 2015

At last month's meeting we were all excited to hear about the plans of Muley's Disposal Service (MDS) and Recycle Creede had for combining their services. As with any new idea, there are plenty of things to be worked out and clarified.

We currently have a waste collection agreement with MDS and a lease agreement with Recycle Creede for a drop-off center. The intent of both businesses [as I understand] is to provide pick-up service for recyclables. MDS would be in charge of the pick-up service and then deliver or work with Recycle Creede for getting things recycled.

If Muley's and Recycle Creede come up with a business plan to work together we still need to revise our current agreement with MDS to correct some deficiencies our attorney pointed out and add some recyclables verbiage.

If Recycle Creede wants a collection operation of their own, they need their own agreement with the City, approved by resolution.

Both companies are on the agenda to present their ideas and concerns tonight and from that we should have a better understanding of the directions of our discussions for our next work session.

MEMORANDUM

January 9, 2015

TO: Colorado Department of Public Health and Environment
Attn: Janet Kieler, Permits Manager

CC: Clyde Dooley, Manager
Eric Heil, Attorney

FROM: City of Creede
Ron McLaughlin, Town Engineer

**RE: Rationale & Draft Discharge Permit
CDPS Permit No. CO 0040533**

The draft permit furnished appears to have several revisions which could be extremely costly to Creede – while having minimal environmental value. Therefore, the Town submits the following commentary (Reference ¶E, Page 2 of the Rationale).

1. E. Coli Limits Replace Fecal Coli Limits

No significant effect – no objections.

2. Ammonia Limits

The draft Permit imposes monthly variable effluent Ammonia concentrations beginning January 1, 2016.

This is a complex issue and could have high cost implications. It is well known that ammonia treatment (oxidation) in aerated ponds during winter months in cold climates can be practically non-existent.

The Town's existing treatment system was not designed to remove ammonia.

Treated effluent was tested for ammonia during the years 2001 through 2006 – and the results are available. Ammonia monitoring was not required after 2006. The results show that several excursions would have occurred had the proposed limits been in place. The present situation is expected to be worse: the 2006 tests were before completion of the water project and probably involved much more bleeding dilution flows; also the wastewater loads were substantially below plant design/permit levels.

The proposed 30 day average limits will likely be exceeded during cold weather months – becoming more critical as actual loads approach design capacity (the proposed Daily Limits are probably not critical).

The Town believes that the CDPHE opinion, as stated in the previous Rationale (reprinted below) is still valid.

"g. Total Ammonia: Willow Creek does not have an ammonia standard. However, approximately 1.0 mile downstream, this creek enters the Rio Grande River, which does have an ammonia stream standard. The potential for the proposed discharge to impact the ammonia concentration in the Rio Grande River is assessed as minimal, based upon (i) the effluent characteristics of the Creede's ammonia discharge (See Table V-1, for the range from 2.35 mg/l to 22.5 mg/l with an average of 11.5 mg/l), (ii) the amount of dilution in Willow Creek and (iii) then further dilution available in the Rio Grande. Thus, an ammonia limit is not placed in the permit."

The simplistic solution would be to construct a new mechanical type treatment facility, designed to nitrify during cold periods. This obviously would be extremely expensive.

The commensurate benefits from such an investment are questionable. Primarily because of mine tailings, the aquatic life in this segment of Willow Creek is minimal. Any reduction of present ammonia levels at the Creede facility would have a negligible effect on Rio Grande River quality.

Alternative Proposal

- The limits should be changed to TMDLs. This would help Creede, as well as reflect actual effects on the receiving streams. Reason: lagoons cannot oxidize ammonia efficiently in cold weather; however, Creede waste loads are much lower in the winter due to loss of seasonal residents.
- Change implementation schedule. If a major new facility were to be required, it would be impractical to have a compliant treatment facility in operation by January 1, 2016. Probably the site application process and a funding program – which alone would likely require more than a year – would be involved.

3. TRC Limits

The City sees no benefit to the proposed reduction. However, this reduction should not result in high costs. It is requested that the timetable be deferred to match a possible ammonia treatment schedule so that any capital improvements can be accomplished simultaneously.

4. Cadmium & Zinc

The Creede treatment facility has no treatment processes designed to remove Cadmium or Zinc (as is typical of almost all municipal wastewater treatment facilities).

The reporting period allowed (to 12-31-2018) is reasonable. However, we cannot comment on the practicability of complying with the stated concentrations at this time. If the monitoring program shows effluent concentrations greater than the proposed permit limits, it is not likely that a removal solution can be found and implemented one day later (January 1, 2019).

5. BOD₅ % Removal

The nature of the Creede influent reflects a dilute influent – which condition makes it more difficult to achieve high (85%) removal levels. This criterion should not be added to the Permit.

The Rationale statements are in conflict: on Page 2, it is stated that the 85% limitation has been added due to lack of Infiltration/Inflow at the facility. However, later on Page 2 (§ IVA) Infiltration/Inflow, the situation of high winter inflow is acknowledged. Although cold-weather bleeding has decreased since installation of the new Town water system, bleeding still continues because of many substandard customer service lines. Creede has no objections to the maximum allowable effluent BOD₅ concentrations.

6. Effluent Temperature Monitoring

Creede will monitor temperature as provided.

Other

¶C Chemical Usage; Rationale Page 3 states that no chemicals are used. Does this include chlorine for disinfection? If so, Creede already uses chlorine.

Sampling Frequency; Page 4 – Monitoring Requirements. ICIS Code 00310 and 00530. This table requires effluent BOD₅ and TSS testing on a weekly basis. Aerated lagoons inherently have a long residence time – which results in relatively consistent effluent quality. Weekly sampling and testing is expensive and not thought necessary. It is recommended that the monthly sampling frequency be retained. Note that even if the 85% removal requirement is retained, it could not be calculated on a weekly basis.