

REGULAR MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW AGENDA
- IV. CONSENT AGENDA
 - a. Approve/Disapprove January 5 & January 20, 2016 Minutes
 - b. Review/Consent of January 2016 Check Detail Report
 - c. Approve/Disapprove February 2, 2016 Unpaid Bills Report [Available 2/2/15]
 - d. Approve/Disapprove Tommyknocker Tavern LQ License Renewal
 - e. Approve/Disapprove Multiple Special Event Permit - Elks
 - f. Approve/Disapprove CRT Gala Gym Event Permit
 - g. Approve/Disapprove Chamber Cabin Fever Daze Private Event Permit
- V. REPORTS & PRESENTATIONS
 - a. Public Works Report - Ben Davis (verbal)
 - b. Recreation Report - Heather DeLonga (verbal)
 - c. LWCRCo Report - Eric Grossman (verbal)
 - d. Mayor's Report - Eric Grossman (verbal)
 - e. Chamber Donation Discussion - Members of Chamber Board (verbal)
 - f. Written Reports (Recreation, BI) - **Read ONLY**
- VI. PUBLIC HEARINGS AND RELATED BUSINESS
 - a. Approve/Disapprove Ordinance 394 Authorizing the Sale & Transfer of City Owned Property
- VII. OLD BUSINESS
 - a. Approve/Disapprove Gym Lease Exhibit A
 - b. Schedule a Public Hearing for March 1, 2016 Creede Development Code
 - c. Approve/Disapprove Emergency Management Donation
 - d. Approve/Disapprove Resolution 2016-04 Setting ATV Ballot Question
 - e. Approve/Disapprove Resolution 2016-05 Leasing Front-End Loader
- VIII. NEW BUSINESS
 - a. Approve/Disapprove Updated Public Property Event Policy & Procedures
 - b. Approve/Disapprove Gym Event Permit Application
 - c. Approve/Disapprove Ciello Switchover
- IX. MANAGERS REPORT
- X. ADJOURN

POSTED 10/2/15

OPEN TO THE PUBLIC

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
January 5, 2016

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: Lori Dooley, Kay Wyley, Catherine Kim, Eric Grossman, Teresa Wall,
Frank Freer, Dana Brink

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

Rescheduling the City-County joint work session was added under the consent agenda item d. Trustee Wall moved and Trustee Brink seconded to approve the agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

CONSENT AGENDA

The consent agenda contained the following items:

- a. Approve/Disapprove December 1 & December 15, 2015 Minutes
- b. Review/Consent of December 2015 Check Detail Report
- c. Approve/Disapprove January 5, 2016 Unpaid Bills Report [Available 1/5/16]
- d. Approve/Disapprove Private Event Permit - Creede Athletics 1/16/15-1/17/15

A correction was made to the December 1, 2016 minutes. Questions were asked and answered about payments made to SLVREC and Kelvin Walker. Trustee Wyley moved and Trustee Dooley 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 reported on the following items:

-The dump truck with the V-Plow attached has had an engine failure and is not currently usable.

Information on purchasing or leasing new equipment or replacing the dump truck engine is currently being gathered.

-The crew has been assisting residents with turn-offs related to frozen water pipes.

-The pump station has been having issues with the freezing temperatures.

-Heating issues at the gym have been resolved.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the LWCRCo is working on the construction schedule and becoming more involved with WCRC.

MAYOR GROSSMAN'S REPORT

Mayor Grossman reported on the following items:

-He would like to discuss creating a valley-wide get together like Rural Philanthropy Days during off years.

-He is serving as the chairman of the SLV Council of Governments and will attend their monthly meeting.

-He will also attend a valley-wide managers & mayors meeting.

PARKS & RECREATION REPORT

Parks & Recreation Director, Heather DeLonga reported on the following items:

- The hockey ponds are being prepared for the tournament. Hockey lights have been installed and Friday nights are open hockey nights.
- She is preparing to open the gym.
- She is working with Clyde on staffing and role definitions.
- The 5th and 6th grade peewee basketball teams are using the gym.
- Heating issues at the gym have been resolved.

WRITTEN REPORTS

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

OLD BUSINESS

REVIEW MDS SALE DRAFT ORDINANCE

The draft ordinance was reviewed. The language "and/or recycling" was added after trash in the fourth whereas and the top of the second page. The price was set at \$12,000. Trustee Wall moved and Trustee Dooley seconded to approve the terms and conditions of the draft ordinance for the sale of city property to Muley's Disposal Service. There were five yes votes and one abstention (Kim). Mayor Grossman declared the motion carried.

SCHEDULE A PUBLIC HEARING FEBRUARY 2, 2016

Trustee Dooley moved and Trustee Wall seconded to schedule a public hearing for February 2, 2016. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE RESOLUTION 2016-02 ACCEPTING WATER LINE CONSTRUCTION

Trustee Dooley moved and Trustee Brink seconded to approve Resolution 2016-02 Accepting Water Line Construction. The vote was unanimous. Mayor Grossman declared the motion carried.

DISCUSS/APPROVE/DISAPPROVE FLUME REPAIR DESIGN

Flume repairs were discussed at length. A special meeting was scheduled before the January 19, 2015 Work Session for consideration.

DISCUSS/APPROVE/DISAPPROVE GYM LEASE DRAFT

The terms of the lease were discussed at length, including lease length, equipment concerns, and liability. Input from Attorney Heil was requested, and lease approval was tabled to the January 19, 2015 meeting.

NEW BUSINESS

DISCUSS/APPROVE/DISAPPROVE EMERGENCY MANAGEMENT AGREEMENT

The board congratulated Terry Wetherill on his new position as Mineral County Emergency Manager. The emergency management agreement was tabled to the January 19, 2015 pending review by Attorney Heil.

DISCUSS ADDING OHV/ATV QUESTION TO APRIL BALLOT

Members of the audience and the board discussed the possibility of submitting an ATV question to the April ballot. Clerk Snead requested the language be finalized at the Work Session January 19, 2015 and that a resolution setting the ballot question be approved by February 2, 2015 meeting in order to comply with statutory election deadlines.

MANAGER'S REPORT

Sampling Plan: Gwen Nelson was available and had uncertainties regarding the current sampling plan and implementation responsibilities. Manager Dooley agreed to contact Attorney Heil and City Engineer Ron McLaughlin for further information.

Front End Loader: Dooley is still gathering information on leasing and dump truck repair and will present it at the upcoming work session.

CDC: Dooley requested and received administrative direction to implement the schedule for Creede Development Code adoption on March 1, 2016 as presented in the packet.

Ballpark Restroom Rehab: Dooley requested and received administrative direction to advertise for bids to remodel the ballpark restrooms.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee Wall moved and Trustee Brink seconded that the meeting be adjourned at 7:48 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 19, 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 5:33 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Lori Dooley, Kay Wyley, Catherine Kim, Eric Grossman,
 Teresa Wall, Frank Freer, Dana Brink

Mayor Grossman, presiding, declared a quorum present.

Those members of staff also present were as follows:

 Clyde Dooley, Town Manager
 Randi Snead, Clerk/Treasurer

REVIEW AGENDA

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

NEW BUSINESS

DISCUSS/APPROVE/DISAPPROVE FLUME REPAIR DESIGN

Manager Dooley requested and received direction to pursue grouted rock repairs with the assistance of Bohannon Houston until a repair design could be chosen. The Board also directed Dooley to direct contractors and the engineering firm to use the latest NRCS Hydrology study rather than pursuing a new one for the time being.

APPROVE/DISAPPROVE GYM LEASE

After review of the draft, Trustee Freer moved and Trustee Wyley seconded to approve the draft with the stipulation that the Chair of the Board of County Commissioners be corrected to the current Chair, the contact email for the City Manager to be corrected, that "School Lunch Program" in Section 9 be replaced with "Senior Lunch Program," and that Exhibit A be provided for approval at the regular meeting February 2, 2016. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE RESOLUTION 2016-03 TREASURY MANAGEMENT

Trustee Dooley moved and Trustee Wall seconded to approve Resolution 2016-03 Treasury Management as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE EMERGENCY MANAGEMENT AGREEMENT

Separate consideration of the 2016 donation amount at the regular meeting February 2, 2016 meeting was requested. Trustee Dooley moved and Trustee Brink seconded to approve the Emergency Management Agreement with the stipulation that paragraph 4 be stricken in its entirety. 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 Wall moved and Trustee Brink seconded that the meeting be adjourned at 6:23 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

DRAFT

CITY OF CREEDE; A COLORADO TOWN

Monthly Check Detail

January 2016

01/29/16

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Jan 16					
Liability Ch...	01/06/2016	8842	Colorado Department of Revenue	07-01555	-2,357.00
Bill Pmt -C...	01/07/2016	8843	CIRSA	2016 Property Casualty/Workers Comp	-11,462.00
Bill Pmt -C...	01/07/2016	8844	Creede Repertory Theatre	Ruth Rental 2x	-100.00
Bill Pmt -C...	01/07/2016	8845	Dan Boucher	Gym Electricity November	-688.00
Bill Pmt -C...	01/07/2016	8846	Kentucky Belle Market	Nov Charges/Acct. #15 Tax Exempt	-80.47
Bill Pmt -C...	01/07/2016	8847	Muleys Disposal Service	VOID: December Trash Svcs/Accts 116, 119...	0.00
Bill Pmt -C...	01/07/2016	8848	Oceans & Rivers, LLC	Dec Fuel Charges	-868.78
Bill Pmt -C...	01/07/2016	8849	Tomkins Hardware & Lumber	Account 580 Monthly Charges	-255.28
Bill Pmt -C...	01/07/2016	8850	Valley Publishing	Legal#6268/Ord 392 Elections	-45.00
Bill Pmt -C...	01/07/2016	8851	SLVREC	Gym Utility Expense	-7,484.00
Bill Pmt -C...	01/13/2016	8867	Doctor Refrigerator, LLC	20150126/Newton Gym Repairs	-240.00
Bill Pmt -C...	01/13/2016	8868	Heil Law and Planning, LLC	General Services Sep-Dec 2016	-630.00
Bill Pmt -C...	01/13/2016	8869	Kelvin Walker	Contract Labor/5.5 hours @ \$15.00/hour	-82.50
Bill Pmt -C...	01/13/2016	8870	Monte Vista Cooperative	Monthly Propane Charges	-2,621.47
Bill Pmt -C...	01/13/2016	8871	Muleys Disposal Service	December Trash Svcs/Accts 116, 1197, 119...	-117.33
Bill Pmt -C...	01/13/2016	8872	Valley Imaging Products, LLC	Monthly Service Agreement	-60.00
Bill Pmt -C...	01/13/2016	8873	Valley Publishing	Legal#6269/Call for Nominations	-46.00
Paycheck	01/15/2016	8852	Benjamin J Davis		-1,300.68
Paycheck	01/15/2016	8853	Catherine Kim		-153.92
Paycheck	01/15/2016	8855	Dana D Brink		-153.92
Paycheck	01/15/2016	8856	Donald L Braley		-536.06
Paycheck	01/15/2016	8858	Eric R Grossman		-218.85
Paycheck	01/15/2016	8859	Frank Freer		-153.92
Paycheck	01/15/2016	8861	Lori G. Dooley		-153.92
Paycheck	01/15/2016	8862	Merolyn K Wyley		-153.92
Paycheck	01/15/2016	8864	Robert B Schlough		-1,251.15
Paycheck	01/15/2016	8865	Scott W Leggitt		-901.25
Paycheck	01/15/2016	8866	Teresa Wall		-153.92
Paycheck	01/15/2016	8854	Clyde E Dooley		-1,759.03
Paycheck	01/15/2016	8857	Eloise T Hooper		-527.78
Paycheck	01/15/2016	8860	Heather W DeLonga		-802.74
Paycheck	01/15/2016	8863	Randi L Snead		-1,349.09
Liability Ch...	01/15/2016	941-...	United States Treasury	84-6000575	-3,197.18
Liability Ch...	01/18/2016	AFL...	AFLAC	BJB74	-179.42
Liability Ch...	01/19/2016	AFL...	GWRS (CCOERA)	98721-01/1220	-590.50
Bill Pmt -C...	01/21/2016	8874	VISA		-647.77
Bill Pmt -C...	01/21/2016	8875	CenturyLink	300794472/Dec	-266.86
Bill Pmt -C...	01/21/2016	8876	Fuller Electric	Silver Park Light Installation	-990.00
Bill Pmt -C...	01/21/2016	8877	San Luis Valley Auto Repair, LLC	10451/Explorer Repairs	-729.46
Bill Pmt -C...	01/21/2016	8878	SLVREC	Gym Utility Expense	-1,362.00
Bill Pmt -C...	01/21/2016	8879	Wagner Equipment Co.	SO3W0819989/Dump Truck Service Call	-808.53
Liability Ch...	01/28/2016	8888	CEBT	City of Creede, 32705SG	-4,390.80
Liability Ch...	01/28/2016	8889	Colorado Department of Revenue	07-01555	-72.95
Liability Ch...	01/28/2016	941-...	United States Treasury	84-6000575	-2,718.48
Bill Pmt -C...	01/28/2016	8890	CIRSA	#151539 Property Casualty Insurance	-501.00
Bill Pmt -C...	01/28/2016	8891	Dan Boucher	Gym Electricity December	-875.00
Bill Pmt -C...	01/28/2016	8892	Doctor Refrigerator, LLC	20150129/Newton Gym Repairs	-240.00
Bill Pmt -C...	01/28/2016	8893	Valley Publishing	Legal#6274/Public Hearing	-16.00
Paycheck	01/29/2016	8880	Benjamin J Davis		-1,084.79
Paycheck	01/29/2016	8882	Donald L Braley		-574.55
Paycheck	01/29/2016	8886	Robert B Schlough		-1,086.37
Paycheck	01/29/2016	8887	Scott W Leggitt		-827.68
Paycheck	01/29/2016	8881	Clyde E Dooley		-1,759.02
Paycheck	01/29/2016	8883	Eloise T Hooper		-527.79
Paycheck	01/29/2016	8884	Heather W DeLonga		-802.72
Paycheck	01/29/2016	8885	Randi L Snead		-1,349.09
Liability Ch...	01/29/2016	CC...	GWRS (CCOERA)	98721-01/1220	-551.66
					-62,857.60

Jan 16

8874

01/21/2016

VISA

Payroll Renewal	12/29/2015	QB Payroll Subscription Renewal	-259.50
111547	12/29/2015	Recreation Supplies	-29.85
Remote Access Sub	01/06/2016	Remote Access Subscription	-16.99
Goalie Monkey	01/21/2016	Hockey Pond Supply	-299.90
Tax Forms	01/21/2016	2015 Tax Forms	-41.53

TOTAL

-647.77

Water and Sewer Fund Monthly Check Detail January 2016

Type	Date	Num	Name	Memo	Amount
Jan 16					
Bill Pmt -Check	01/29/2016	3181	City of Creede	January 2016 Salary Reimbursement	-11,178.79
Bill Pmt -Check	01/29/2016	3182	McQuitty Plumbing ...	1574/Basham Park Repair	-74.04
Bill Pmt -Check	01/29/2016	3183	USA Blue Book	843409/Telemetry System Repairs	-381.40
Bill Pmt -Check	01/21/2016	3175	VISA		-430.95
Bill Pmt -Check	01/21/2016	3176	CenturyLink	300794269/Dec	-108.12
Bill Pmt -Check	01/21/2016	3177	DPC Industries, Inc.	DE73001029-15/Chlorine	-36.00
Bill Pmt -Check	01/21/2016	3178	Merrick & Company	Engineering Svcs	-567.00
Bill Pmt -Check	01/21/2016	3179	Sangre De Cristo L...	Testing Services	-260.00
Bill Pmt -Check	01/21/2016	3180	SLVREC	Oct Electricity Charges	-3,690.00
Bill Pmt -Check	01/14/2016	3172	Heil Law & Planning	WS Legal Svcs Sep-Dec 2015	-1,365.00
Bill Pmt -Check	01/14/2016	3173	Monte Vista Co-op	Dec Charges/Water Tank	-85.74
Bill Pmt -Check	01/14/2016	3174	Southern Colorado ...	1192/Dec Water Contract	-100.00
Bill Pmt -Check	01/07/2016	3169	Accutest Mountain ...	D1-71116/Misc Metals	-163.50
Bill Pmt -Check	01/07/2016	3170	CIRSA	2016 Property Casualty/Workers Co...	-5,731.00
Bill Pmt -Check	01/07/2016	3171	Sangre De Cristo L...	17437/Wastewater Testing	-130.00
					-24,301.54
Jan 16					
Bill Pmt -Check	3175	01/21/2016	VISA		
Bill	313824	12/03/2015		Water Testing Shipping	-11.63
Bill	721664	12/21/2015		Wastewater Testing Shipping	-11.63
Bill	603674	12/23/2015		603674/Sewer Testing	-57.68
Bill	Sewer Testing	12/29/2015		84089/Sewer Testing	-81.51
Bill	QB Payroll Expense	12/29/2015		Quickbooks Payroll Subscription	-259.50
Bill	Shipping Costs	01/21/2016		UPS Adjust Shipping	-9.00
TOTAL					-430.95

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: Renewal of Tavern Liquor License

Applicant: Tommyknocker Tavern

Current Licensee: Same.

Factual Findings:

- This entity has had no changes in officers or owners
- The Owner is Brian Brittain
- Business address is 107 Wall Street
- The licensee has possession of the premises by lease through 2020.
- The business is in good standing.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- No problems with local law enforcement per Min. Co Sherriff's Office 1/24
- The application for renewal was submitted in a timely manner.

Recommended Action

Consider approval of application for Renewal from Tommyknocker Tavern for Tavern Liquor License

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 Special Events Permit to sell malt, vinous and spirituous liquor at a special event.

Applicant: Creede Elks Lodge #506

Current Licensee: Same.

Factual Findings:

- Time, date and type of events to be permitted:
 - February 14, 2016 from 10:00am to 2:00am
 - July 2, 2016 from 10:00am to 2:00am
 - July 4, 2016 from 10:00am to 2:00am
 - September 17, 2016 from 9:00am to 8:00pm
 - December 31, 2016 from 10:00am to 2:00am
- The premise for the event is the Elks Lodge #506 building at 102 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 Event Manager is Jim Van Ry.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- This special event is 5 of 15 total possible 2016 events.

Recommended Action

Consider approval of a multiple date Special Events Permit for Creede Elks Lodge #506.



GYM EVENT PERMIT APPLICATION

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

Kitchen Facility Rental Only (\$75.00/Day)

Gym Rental (\$100.00/Day)

Name: _____

Address: _____

Business/Organization (if applicable): _____

Phone: _____ Email: _____

Description of Event: _____

Date and Times of Set-Up: _____

Dates and Times of Event: _____

Dates and Times of Tear-Down: _____

Specific Areas of Gym Required for Rental: _____

Estimated Number of People Expected to Attend this Event: _____

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

City Clerk

_____ Date

_____ Date

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 _____ Fee _____ Date Paid _____

License Agreement Attached? Y N

Proof of Insurance Attached? Y N

Board of Trustees Meeting Date _____

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

Attest: _____ City Clerk



PRIVATE EVENT PERMIT APPLICATION

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

Name: Triathlon / Cabin Fever Daze

Address: _____

Business/Organization (if applicable): Creede & Mineral Co. Chamber of Commerce

Phone: [REDACTED] Email: [REDACTED]

Description of Event: ~~Triathlon~~ racers will snowshoe, x-country ski, hike, bike, or run to the Mineral County Fairgrounds to shoot paint ball guns then race ^{back}

Date and Times of Set-Up: Sunday 8am

Dates and Times of Event: 1pm - Sunday, Feb. 14th

Dates and Times of Tear-Down: 3pm - Sunday, Feb. 14th

Location of Event: Creede Ball Park
(attach map if applicable)

Estimated Number of People Expected to Attend this Event: 50

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] 1/29/16
Date

City Clerk [Signature] 1/29/16
Date

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 1/29/2016
Date

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	<u>1/29/16</u>	Fee	<u>50⁰⁰</u> Date Paid <u>1/29/16</u>
License Agreement Attached? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		Proof of Insurance Attached? Y <input type="checkbox"/> N <input type="checkbox"/>	
Board of Trustees Meeting Date	_____		
Approved by Board of Trustees this	<u>2</u>	day of	<u>February</u> , 20 <u>16</u>
Attest:	_____ City Clerk		

Town Board of Trustees
February 2, 2016
Eloise Hooper

Game Nights and Movie Nights have been well attended. I am having trouble finding good newer movies that I can borrow. I am going to schedule some oldie but goodies.

Renaissance Kids had 19 youth making a home-made hot chocolate mix and illustrating their own copy of Puss in Boots. I am going to get a volunteer to help with the classes in the future.

Art classes are going well. Youth have been learning about color.

BUILDING INSPECTOR

-Not much activity in January. Performed one compliance inspection.

**CITY OF CREEDE, COLORADO
ORDINANCE NO. 394**

**AUTHORIZING THE SALE AND TRANSFER
OF CITY OWNED PROPERTY**

WHEREAS, Colorado Revised Statute §31-15-713(1)(b) authorizes the City of Creede (“City”) to dispose of municipally owned property upon such terms and conditions as the Board of Trustees deems appropriate; and

WHEREAS, Muley’s Disposal Service (“Owner”), desires to purchase certain property owned by the City of Creede (as described in Exhibit A: Quit Claim Deed to Attachment A: Contract for Purchase and Sale of Real Property, hereinafter referred to as “Property”); and

WHEREAS, at a regularly scheduled Board of Trustees meeting on January 5, 2016, the Trustees discussed, considered and decided to negotiate the sale with MDS to be fair market value as determined in a manner mutually acceptable by both City and Owner, without benefit of an appraisal; and

WHEREAS, at the same meeting the Board of Trustees decided, that since the property was going to continue being used for the same public purpose of trash and/or recycling activities it was in the best interests of the City of Creede and its citizens not to put this sale out to bid; and

WHEREAS, at a regularly scheduled Board of Trustees meeting on February 2, 2016, in open session, the Trustees, held a public hearing, discussed and decided, by motion with a majority voting in favor, to sell the Property to Muley’s Disposal Service for the sum of Twelve Thousand dollars (\$12,000) subject to the Reservation of the Right of First Refusal to Repurchase the Property; and

WHEREAS, the Board of Trustees has determined that the sale of the Property is in the best interests of the City of Creede and its citizens because the sale of the Property will promote the ownership and investment in a private business that provides necessary and beneficial services and materials for the convenience of residents and property owners in and around the City of Creede, and will benefit the City of Creede’s economy, and that the sale of Property is on equitable and fair terms which will promote the health, safety and general welfare of the Creede community.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Trustees of the City of Creede, a Colorado Town the following:

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

Section 2. **Sale of Property Authorized.** The Town Board hereby approves the sale of the Property to Muley’s Disposal Service for the sum of Twelve Thousand Dollars (\$12,000) in accordance with the terms of the Contract for Purchase and Sale of Real Estate attached as

Attachment A: Contract for Purchase and Sale of Real Estate, which sale shall be subject to the Reservation of a Right of First Refusal to Repurchase the Property should it cease to be utilized for trash and/or recycling activities. The Mayor and the City Clerk are hereby authorized to execute the Contract for Purchase and Sale of Real Estate and the Quit Claim Deed with a Reservation of a Right of First Refusal in substantially the form as set forth in **Attachment A: Contract for Purchase and Sale of Real Estate**, provided that such authorization shall be subject to the following conditions:

- A. The closing of the sale of the Property and execution of documents shall not occur prior to the closing of the sale of the structure between Recycle Creede Inc. and Muley's Disposal Service.

Section 3. Posting and Publication. The City Clerk is hereby ordered to post a copy of this Ordinance in full at the Creede Town Hall and to publish this Ordinance by title only as soon as practical.

Section 4. Effective Date. This Ordinance shall take effect thirty days after publication of this Ordinance by title only in accordance with C.R.S. §31-16-105.

Section 5. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the City of Creede, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, ON February 2, 2016.

By: _____
Eric Grossman, Mayor

Attest: _____
Randi Snead, City Clerk

ATTACHMENT A: CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

1. **PARTIES.** This Contract for Purchase and Sale of Real Estate (“Contract”) is entered into between the City of Creede, a Colorado statutory town (“Seller” or “City”) and Muley’s Disposal Service, whose legal address is PO Box Creede, CO 81130 (“Buyer”).
2. **PROPERTY DESCRIPTION.** The Seller is selling and the Buyer is purchasing the property as described in **Exhibit A: Form of Quit Claim Deed** attached hereto (“Property”).
3. **PURCHASE PRICE.** The purchase price and consideration for the sale of the Property is TWELVE THOUSAND DOLLARS (\$12,000). The purchase price shall be payable at the closing of the Property and at the time of transfer of the Property to the Buyer.
4. **DEFAULT AND REMEDIES.** In the event of default by Buyer or by Seller, the non-defaulting party may terminate this Contract and shall have the right to receive back all things of value tendered. Neither the Buyer nor the Seller shall have any right of specific performance against the other party.
5. **POSSESSION AND WARRANTIES.** The Seller makes no warranties or representations concerning any improvements on the Property. Buyer agrees that the Property is sold “as is.” Buyer agrees that it is the Buyer’s obligation to make a thorough inspection of the Property to determine the condition of Property. Furthermore, Buyer acknowledges that Buyer has occupied and continues to occupy the Property and thereby releases the Seller from any obligation to disclose conditions of the Property.
6. **CONVEYANCE BY QUIT CLAIM DEED.** Seller shall convey the Property at Closing by Quit Claim Deed to the Buyer in the form attached hereto as **Exhibit A: Form of Quit Claim Deed**.
7. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party. This Contract shall be binding upon the successors in interest or heirs of either party.
8. **CLOSING.** Closing shall be scheduled for a time and place mutually acceptable to Buyer and Seller on or before **March 5, 2016**. All Closing costs (including copies, mailings, delivery, and recording fees) shall be paid ½ by Buyer and ½ by Seller at Closing, provided that Closing costs shall not exceed \$1,000.00 total. Each party shall pay their own attorney’s fees. All taxes including but not limited to real property, personal property, sales and excise tax, shall be paid by Buyer.
9. **TITLE INSURANCE.** Seller is not providing any title insurance with the sale and purchase of the Property.
10. **LEGAL REPRESENTATION.** Buyer and Seller acknowledge and understand that this Contract has numerous legal provisions and that both Buyer and Seller are advised to obtain independent legal representation to review this Contract and advise them as to their

ATTACHMENT A: CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

respective rights and obligations hereunder. Furthermore, Buyer and Seller acknowledge that this Contract is not in a form approved by the Colorado Real Estate Commission.

11. ORDINANCE NO. 394. Buyer acknowledges this Contract is subject to the terms and conditions set forth in Ordinance No. 394.

12. SIGNATURES. The Buyer and Seller represent that they are authorized to execute this Contract and hereby provide their signatures as follows:

SELLER: City of Creede, a Colorado Town

By: _____
Eric Grossman, Mayor

Attest: _____
Randi Snead, City Clerk

BUYER: Muley's Disposal Service

By: _____
Jonathan Graham

Exhibit A: FORM OF QUIT CLAIM DEED

QUIT CLAIM DEED

THIS DEED, made this _____ day of _____, 2016, between the City of Creede, a Colorado statutory town, GRANTOR, and Muley’s Disposal Service, whose legal address is P.O. Box ____, Creede, CO 81130, GRANTEE.

WITNESSTH, That Grantor, for and in consideration of the sum of TWELVE THOUSAND DOLLARS (\$12,000.00), the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee and Grantee’s heirs, successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Mineral, and State of Colorado, described in **Exhibit QC-1: Legal Description of Property**, EXCEPT AND RESERVING TO GRANTOR all easements and rights-of-way of whatsoever nature and EXCEPT AND RESERVING TO GRANTOR a right of first refusal to repurchase the Property, as set forth in **Exhibit QC-2: Reservation of Right of First Refusal to Repurchase the Property** and attached hereto.

TO HAVE AND TO HOLD the same, together with all the singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor either in law or equity, to the only proper use, benefit and behoof of the Grantee and Grantee’s heirs, successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

By: _____
Eric Grossman, Mayor

Attest: _____
Randi Snead, City Clerk

State of Colorado }
 } ss
County of Mineral }

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Eric Grossman as the Mayor of the City of Creede.

Witness my hand and official seal:
My commission expires: _____

Notary Public

Exhibit A: FORM OF QUIT CLAIM DEED

Exhibit QC-1: Legal Description of Property

A parcel of land located within the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 42 North Range 1 West of the N.M.P.M., City of Creede, Mineral County, Colorado being more particularly described by metes and bounds as follows:

All bearings contained herein are based upon the east line of Section 36 from the Southeast Corner of said Section 36 to the East $\frac{1}{4}$ Corner of said Section 36 having a bearing of N00°57'50"E:

Beginning at the northeast corner of the parcel herein described from whence the East $\frac{1}{4}$ Corner of Said Section 36 bears N21°27'55"E a distance of 1056.70 feet;

Thence S09°31'24"E a distance of 50.00 feet to the southeast corner of the parcel herein described;

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

Thence N09°31'24"W a distance of 50.00 feet to the northwest corner of the parcel herein described;

Thence N80°28'36"E a distance of 85.00 feet to the point of beginning containing 4,250 square feet or 0.10 acres more or less.

SUBJECT TO any and all existing easements and/or rights-of-way of whatsoever nature.

EXHIBIT A: FORM OF QUIT CLAIM DEED

Exhibit QC-2: Reservation of Right of First Refusal to Repurchase Property

RIGHT OF FIRST REFUSAL TO REPURCHASE PROPERTY

This Right of First Refusal to Repurchase Property (“Right of First Refusal”) is reserved to the City of Creede, a Colorado town (“City”), as a reservation in the conveyance of the Property by Quit Claim Deed to Muley’s Disposal Service (“Owner”) and the Right of First Refusal shall be subject to the terms and obligations set forth as follows:

- 1. Grant of Right of First Refusal.** Owner hereby acknowledges the reservation of City’s Right of First Refusal and grants the same to the extent such Right of First Refusal is not reserved, the Right of First Refusal is the exclusive and irrevocable right of the City to repurchase the Property as defined in **Exhibit QC-1: Legal Description of Property**.
- 2. Exercise of Option.** City may exercise the Right of First Refusal at any time the use of the Property as an active recycle facility ceases for sixty (60) consecutive days. Evidence that the Property has ceased to be used as an active recycle facility shall include the failure of the business, or the successors or assigns (“Muley’s Disposal Service”) to be open for retail business to the general public, the failure of Muley’s Disposal Service to pay sales taxes and/or property taxes (if due) to the City of Creede for sixty (60) consecutive days. City shall provide written notice via certified U.S. mail to Owner of City’s election to Repurchase the Property.
- 3. Terms of Repurchase.** Owner shall execute a Quit Claim Deed to the City quit claiming the Owner’s interest in the Property to the City, as described in Exhibit QC-1 within thirty (30) days of the date of determine the Repurchase Price as set forth below. The repurchase price (“Repurchase Price”) shall be fair market value as determined in a manner mutually acceptable to both City and Owner. If City and Owner cannot agree to the manner of determining the fair market value at the time of exercising the Right of First Refusal, then the City and Owner shall each commission appraisals at the own expense and the City and Owner shall consider the average of the two appraisals as the fair market value. If City and Owner cannot agree that the average of the two opinions of appraised value constitutes fair market value, then the City and Owner shall select a mutually agreeable appraiser who shall render an opinion of fair market value that shall be binding on the City and the Owner. City and Owner shall close on the repurchase and conveyance of the Property to the City at a time and place mutually acceptable to the Owner and City, provided that both parties shall exercise reasonable, diligent and good faith efforts to cooperate in all respects related to the Closing. The City and Owner shall each pay one half of the Closing costs. If the City fails to pay the Repurchase Price to Owner upon Owner tendering the Quit Claim deed to the City then this Right of First Refusal shall automatically terminate and have no further force or effect.
- 4. Term:** The Right of First Refusal shall expire on December 31, 2025, and shall thereafter terminate and have no further force or effect.
- 5. Restriction on Encumbrances.** The Owner shall not encumber the Property with mortgages, deeds of trust, liens, easements or other encumbrances without the prior written

EXHIBIT A: FORM OF QUIT CLAIM DEED

consent of the City. Owner agrees that any mortgage, deed of trust or other encumbrance placed on the Property shall be subordinate to City’s Right of First Refusal. Owner shall agree to pay all taxes due on the Property. To the extent any mortgage, deed of trust, lien, tax liability or other encumbrance exists on the Property at the time of City exercising the Right of First Refusal, City shall have the absolute right to reduce the Repurchase Price by the amount of such encumbrance.

- 6. Possession.** City shall be entitled to possession of the Property at Closing, including all improvements and fixtures located on the Property and materials stored on the Property at the date and time of Closing.
- 7. Successors and Assigns.** This Right of First Refusal shall be binding on the successors, heirs and assigns of Owner and shall run with and burden the land.
- 8. Governing Law, Venue.** This Right of First Refusal shall be governed by the laws of Colorado. Venue for any dispute shall be in Mineral County, Colorado.
- 9. Default and Remedies.** In the event of a default or breach of this Right of First Refusal by either party, the non-defaulting party shall be entitled to direct damages or specific performance, but shall not be entitled to indirect or consequential damages.
- 10. Attorneys Fees and Costs.** In the event of any legal action between the parties (including successors, heirs or assigns) arising from this Right of First Refusal, the substantially prevailing party shall be entitled to collect and recover reasonable attorney fees and costs.
- 11. Signatures.** The City and Owner represent that they are authorized to execute this Right of First Refusal and hereby provide their signatures as follows:

SELLER: City of Creede, a Colorado Town

By: _____
Eric Grossman, Mayor

Attest: _____
Randi Snead, City Clerk

BUYER: Muley’s Disposal Service

By: _____
Jonathan Graham

EXHIBIT A

List of equipment in leased space (corridor, kitchen, storage/office on west side, bathrooms)

In kitchen:

Existing Vent Hood	age unknown
Mt. Hood Dishwasher* - Model AF-30-S – SN 53702	age 5 yrs
Meat Slicer* - Model 1612 – SN 1 658894	age unknown
6 Burner Electric Range* - Model RA 36D4RA – SN 4-1405-81	age 20+ years
Convection Oven* - Type EF-111 – SN 0381G3075101	age 30+ years
Hobart Double Door Refrigerator* - Model HS1 – SN 35 180 456	age 30+ years
Hobart Single-width (two half doors) Refrigerator* - Model Q2 – SN 32 48 5221	age 30+ years
(Has slight refrigerant leak and needs servicing every 18-24 months)	
Cambro Salad Bar Cart*	age unknown
Small Microwave*	age unknown
Garbage Disposal*	age unknown

In corridor:

Milk Cooler – Model TMC-49-S - SN 1-2975830	age 5 yrs
6 Door Freezer – Model HF3 - SN 32 182 630	age 30+ years
(Has significant refrigerant leak and needs repair/service before use)	
Arctic Air Freezer* - Model AF49 – SN 425245	age 1 year

*identifies pieces of equipment that the Lessee takes responsibility for to repair or replace if rendered inoperable and/or unusable

RESOLUTION 2016-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE CITY OF CREEDE, A COLORADO TOWN AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2016, WHETHER THE USE OF OFF HIGHWAY VEHICLES (OHVS) SHALL BE ALLOWED ON CITY STREETS WITHIN THE CITY LIMITS OF THE CITY OF CREEDE, A COLORADO TOWN.

WHEREAS, the Board of Trustees of the City of Creede, A Colorado Town has perceived a wide variety of opinions on allowing Off Highway Vehicles (OHVs) as defined in Colorado Revised Statute § 33-14.5-101 on municipal streets within the city limits of the City of Creede, A Colorado Town; and

WHEREAS, the Board of Trustees of the City of Creede, A Colorado Town endeavors to act in the best interest of the registered electors of the City of Creede, A Colorado Town; and

WHEREAS, in order to obtain the current will of the registered electors of the City of Creede, A Colorado Town relating to the operation of OHVs on city streets, the Board of Trustees of the City of Creede, A Colorado Town wishes to submit the question of whether to allow OHVs on municipal streets within the city limits of the City of Creede, A Colorado Town to the registered electors at the next municipal election to be held April 5, 2016.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of Creede, Colorado A Colorado Town; as follows:

1. Section 1. The following ballot questions shall be referred to a vote of the registered electors of the City of Creede, A Colorado Town at the regularly scheduled Municipal Election to be held on April 5, 2016:

BALLOT QUESTION 1

SHALL THE CITY OF CREEDE, A COLORADO TOWN ALLOW THE USE OF OHVS (AS DEFINED IN COLORADO REVISED STATUTE § 33-14.5-101) ON ALL PUBLIC ROADS WITHIN TOWN SUBJECT TO REGULATION DRAFTED BY THE BOARD OF TRUSTEES?

YES ____

NO ____

BALLOT QUESTION 2

SHALL THE CITY OF CREEDE, A COLORADO TOWN ALLOW THE USE OF OHVS (AS DEFINED IN COLORADO REVISED STATUTE § 33-14.5-101) ON CERTAIN PUBLIC ROADS WITHIN TOWN SUBJECT TO REGULATION DRAFTED BY THE BOARD OF TRUSTEES?

YES ____

NO ____

APPROVED AND ADOPTED, this 2nd DAY OF February, 2016, by the Board of Trustees of the City of Creede, A Colorado Town.

CITY OF CREEDE, COLORADO

ATTEST:

Eric Grossman, Mayor

Randi Snead, Town Clerk

RESOLUTION NO. 2016 – 05

AUTHORIZING THE EXECUTION OF A CONTRACT FOR A LEASE-PURCHASE AGREEMENT WITH WAGNER EQUIPMENT COMPANY

WHEREAS, Colorado Revised Statute §31-15-101(c)&(d) authorizes the City of Creede, a Colorado Town (“Lessee”) to enter into contracts and acquire, real and personal property upon such terms and conditions as the Board of Trustees deems appropriate; and

WHEREAS, the Board of Trustees for the City of Creede, a Colorado town discussed the need for the acquisition of a front-end loader to meet the demand of general municipal duties and to help with the plowing and removal of snow during winter storms at a work session on January 19, 2016; and

WHEREAS, the Board of Trustees has taken the necessary steps to arrange for the acquisition of a front-end loader through a lease-purchase agreement with Wagner Equipment Company (“Lessor”).

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

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

Section 2. **Lease-Purchase Agreement.** The Board of Trustees hereby approves the Lease-Purchase Agreement as described in “Exhibit A”: Sales Agreement, in the form presented at this meeting, are in the best interests of the Lessee for the acquisition and lease of the front-end loader.

Section 3. **Non-Appropriations Addendum.** Lessee represents and warrants to Lessor that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all rental payments during the term of the lease. Lessee hereby covenants that it will do all things reasonably within its power to obtain funds from which the rental payments may be made, including making provision for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its bona fide best efforts to have such portion of the budget approved. It is the Lessee’s intent to make rental payments for the full term of this Lease if funds are available therefor and in that regard Lessee represents that the use of the Units is essential to Lessee’s proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for the rental payments due under this Lease, then Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee for any kind whatsoever, except as to the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Subsequent to a termination of this lease, Lessee shall have no obligation to make rental payments with respect to the remainder of the

Lease. In the event of such termination, Lessee agrees to return the Units to Lessor pursuant to Section 15 of this Lease, and Lessor shall have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Leases under the terms of this Addendum if any funds are appropriated to it, or for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

Section 4. Provisions. The form, terms and provisions of the Sales Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting. The Mayor of the City of Creede is hereby authorized and directed to sign and deliver the Sales Agreement, and all exhibits attached thereto, and the City Clerk is hereby authorized to attest the foregoing and affix the seal of the City to such documents; and

Section 5. Effective. This Resolutions shall be effective immediately upon its approval and adoption.

PASSED, APPROVED, AND ADOPTED AT A REGULARLY SCHEDULED MEETING OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, ON FEBRUARY 2, 2016.

BY:

ATTEST:

Eric Grossman,
Mayor

Date

Randi Snead,
City Clerk

Date

CLERK'S MEMO

City of Creede

DATE: January 28, 2016
TO: Mayor and Trustees
FROM: Randi Snead, Town Clerk/Treasurer
SUBJECT: Gym & Ciello

Hi everyone...A few notes on agenda items.

GYM EVENTS

We have had this on our radar since we got the gym and CRT contacted me to request rental of the facility. We've got a great public property rental policy in place so I've used it as a template to keep things consistent. I like this simple approach because, as with our current event policy, it applies to almost any event that would likely take place there but leaves room for a more complex license agreement should the trustees find it necessary. I checked with the community center to ensure that our rental rates would be in line with theirs. They charge \$75 to rent their commercial kitchen and \$70 + \$2/person for the facility. I'm recommending that we rent the kitchen for \$75/day and \$100/day for the entire facility but that is just my best guess and we can definitely go higher or lower.

An obvious question is whether we want to rent the gym out for events that may necessitate cancellation of normal recreation center activities or possibly even lunch programming? I think we could make it work on a case-by-case basis, and this does provide some much needed revenue, but I could see conflicts arising. Food for thought...

Recommended Action: Approve Updated Public Property Event Policy & Procedures and Gym Event Permit Application with any desired changes.

CIELLO

I've been working with Ciello representatives for a while now to try and figure out the best way to configure all of our services. What we have worked out is as follows:

-We are going to keep a Centurylink Account for the landline that works with our (mostly radio) telemetry system and rings in the shop, the office, and at the water plant. This way, we are not going completely over to a phone system that goes down when the internet goes down. It runs around \$110/month. I hope to work with them when we shut down our other systems to maybe see if that could be reduced at all.

-Ciello is going to provide the rest of our internet and phone services. We do not have a contract in place with Centurylink that we need to get out of so there isn't a cost there. Ciello does require a year-to-year contract. We are keeping our phone number and current fax. We tried to get the gym on the 2276 number, but it wasn't feasible, so it will have its own 658- number and we will be able to transfer back and forth. Both facilities are going to be equipped with 25 Mbps staff and guest wireless throughout and wired internet where needed. It may be an idea to charge for wireless access at the gym for a little revenue to offset costs down there.

-We have been paying around \$268/month for Centurylink internet and phone at the office only. Ciello is going to be able to provide services for the office, the shop and the gym for \$274.75/month. Their internet speeds are improved, and there are a few phone services included like call forwarding that we don't have now. I also asked questions regarding scheduled maintenance, outages, infrastructure, conferencing, router capabilities, hardware compatibility, and a few other concerns I had. If you are curious about any of that, please feel free to ask.

Recommended Action: Approve directing staff to facilitate installation of Ciello at the office, shop, and gym and cancelling CenturyLink Account #300794472.



PUBLIC PROPERTY EVENT POLICY AND PROCEDURES

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

Thank you for your work in making Creede an exciting place to spend time! Please take time to review our policies and requirements prior to your event.

1. Please inquire about the requirements for your event well in advance. All events require approval from the Board of Trustees at their monthly meeting on the first Tuesday of the month and must be received at least 35 days prior to the event. Late applications may result in a rush processing fee or an automatic disapproval.
2. **Gym Event Permits are required for any event or gathering taking place in the city gym at 408 La Garita Avenue.** Private Event Permits are required if Public Property is to be used for any sort of organized gathering which results in impact on public grounds, including but not limited to crowds larger than 10 people, tents or tent stakes, tables, stages, equipment, or fencing. Public Property includes property and right-of-ways that are owned or maintained by the City of Creede and includes public right-of-ways within the boundaries of the City of Creede. Private Event Permits are not required for unofficial gatherings which use public grounds for their intended use (picnics, baseball games, etc.) without altering the premises. Parade permits are required if you are using public roads and require any type of closure. Moderate usage of public land adjacent to a permitted Parade is permitted without a Private Event Permit (i.e., water stations for Creede Mountain Run); however, if there is a substantial concurrent gathering (i.e., a fundraiser BBQ following a parade) that is separate from the parade, a Private Event Permit is required in addition to the Parade Permit.
3. Events involving alcohol require an additional permit process and applications are due at least 30 days prior to the event and 11 days prior to the date of the regular Board of Trustees meeting. Please contact the City Clerk for more information.
4. **Gym Event Permits**, Private Events and Parades require Proof of General Liability insurance in the amount of \$500,000 covering the period of time for pre-event set-up, the event itself and post event tear-down (strike) naming the City of Creede as Additional Insured. Quotes for special event insurance through the City's provider are sometimes available; please contact the City Manager for more information. The City of Creede will not be responsible for any damage to properties or persons injured by cause of persons or things participating in the parade/event.
5. Application fees, non-refundable and due upon submittal, are \$100.00 per day for a Gym Event Permit, \$75.00 per day for a Gym Kitchen Only Permit, \$20.00 per non-event set-up or take-down day for a Gym Event Permit if exclusive use is required, \$50.00 for a Private Event Permit, and \$25.00 for a Parade Permit.
6. The applicant is responsible for all necessary post-event/parade clean up, including removal of trash, debris, and equipment. If the site is not cleaned up, a minimum fine of \$250 plus clean up costs will be billed to the sponsor of the event.
7. Applicants are responsible for gathering sales tax information from any event vendors. Please contact the City Clerk for more information if you are inviting outside vendors.
8. Failure to obtain permits for an event will result in a \$50 fine for the first occurrence and a \$100 fine with possible denial of future applications for subsequent occurrences.
9. **The Town Board may require additional conditions and stipulations when approving a Private Event Permit any type of event** depending upon the size of the event, number of days, traffic, impact, noise, demand for public services, and other factors deemed relevant to the Town Board based on impacts to the Creede community in the form of an additional License Agreement.



GYM EVENT PERMIT APPLICATION

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

Kitchen Facility Rental Only (\$75.00/Day)

Gym Rental (\$100.00/Day)

Name: _____

Address: _____

Business/Organization (if applicable): _____

Phone: _____ Email: _____

Description of Event: _____

Date and Times of Set-Up: _____

Dates and Times of Event: _____

Dates and Times of Tear-Down: _____

Specific Areas of Gym Required for Rental: _____

Estimated Number of People Expected to Attend this Event: _____

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

City Clerk

Date

Date

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 _____ Fee _____ Date Paid _____

License Agreement Attached? Y N

Proof of Insurance Attached? Y N

Board of Trustees Meeting Date _____

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

Attest: _____ City Clerk

Manager's Report

To: Mayor and Board of Trustees
Date: February 2, 2016
From: Clyde Dooley

Front-end Loader – Direction

Attached is a memo to help explain some things for you to consider while discussing Resolution 2016-05.

Ball Park Restrooms Rehabilitation – Direction

We received one bid from a local contractor for the work on our restrooms.

I recommend the Trustees approve the bid and I'll schedule the work to get started.

Public Works Compliment – FYI

The contractor laying the fiber optic lines for SLVREC came in the office on the 13th of last month and asked if we could sand the road area going up towards Paul Stones property. I called Scotty and it was done. The contractor commented before he left the office, that this was the third or fourth time he's made a request and it was fulfilled. He thanked us and went on to say that he's worked all over the United States and this is the first town he's gotten positive results.

Granted most places he's worked are likely much larger than Creede and they don't have time to listen - but I'm proud to say "We have a team who does". Of course we don't always get it right, but I can't remember a time when we didn't try.

Creede Development Code – Update

The Planning Commissioners scheduled a Public Hearing for their next meeting on Feb. 9, 2016 at 5:30 pm. They're seeking clarification on the floodplain regulations and I've invited Jamie Prochno with the CWCB to call in during the meeting to help answer questions about the floodplain regulations.

Rio Grande Avenue Replat – update

Clay and Toby are working on the survey and once received Eric Heil and I'll start working on the subdivision process.

Flume Rehabilitation – update

Attached is a memo we received from Bohannon Huston we received last Thursday discussing a design-build process. I recommend we add this to our next work session.

CDPHE Sanitary Survey – FYI

Robert and Ben met with Katilyn Minich and Gordon Whittaker from the Colorado Public Health & Environment Department [CDPHE] concerning the regulations currently in place as well as some additional regulations the state is considering.

VCRC/gym –update

At our special meeting last month we discussed revising the job description for the Parks & Recreation Director. At this point that specific position is vacant and I've came up with a temporary description to meet our immediate needs. I've attached a memo

explaining some of the thoughts we had at a staff meeting last week. I'm sure we'll have many more as we try to meet the excitement and demand for this facility and the transition of making it work.

The Voice of Colorado's Cities & Towns - FYI

Attached is a letter from CML about how many municipalities are improving their level of services.

Yes, these are last month's. I'll try and get December's over the weekend and have for you at the meeting.

November Finances – FYI

<u>Budget</u>		<u>YTD</u>
General Fund	20,517	205,256
Capital Improvement Fund	16,665	73,438
Conservation Trust Fund	695	5,132
Virginia Christensen Fund	36	(149,517)
Water & Sewer Fund	<u>5,771</u>	<u>98,639</u>
Net	43,684	232,948

City Sales Tax: total \$202,600 through the end of November. That's up \$7,404 for the same period last year and up \$3,200 compared to last November.

City Funds total \$2,336,240 through the end of November. That's up \$207,525 for the same period last year and up \$33,061 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.

CAT LOADER LEASE

TO: Mayor & Board of Trustees
FROM: Clyde
SUBJECT: Cat Loader Lease
DATE: January 25, 2016

At last month's work session it was agreed to move forward on leasing a front-end loader from Wagner Equipment. Kyle Ellis delivered the attached contract and as you can see, he's lowered the price for us. The Sell Price was lowered from \$167,800 to \$162,477 and the monthly lease was lowered from \$1,965.02 to \$1,938.71.

The lease agreement will be with CAT. I've asked for a copy to also have at the meeting. As mentioned, not only is the initial investment a benefit, but also the "Non-Appropriations" clause that prevents current boards from binding future boards is extremely important.

I asked Kyle to provide us with the same calculation's we received on the John Deere loader showing another long term benefit. Please bear with me as I try and explain the details. The Sell Price is \$162,477. The Buy-Out [Residual/Balloon] is \$63,440. The Trade-In is \$87,750. The difference between those two is the Equity and can be applied at the end of this lease, towards another lease. That formula brings our net monthly payment down at the end of the lease from \$1,938.71 to \$1,533.54.

Other than the Non-Appropriations benefit, this is the main reason once a long term lease agreement is in place, it's attractive to stay with . So at the end of this lease if we apply that equity to another lease we'll be able to say our net cost was \$1,533.54 a month. But until then our cost will be \$1,938.71.

Another advantage of leasing heavy equipment means; if anything goes wrong – it's theirs and they have to fix it. It's something we've talked about for years and this loader will allow us to increase our level of service to the town.

I recommend we sign the Sales Agreement with Wagner Equipment and enter a lease agreement with CAT and add \$24,000 a year for the next five (5) years to our General Fund expenses. I'll prepared a resolution for your consideration.

Our 2016 General Fund Budget has proposed revenue of \$458,550 and proposed expenses of \$431,496, a net income of \$27,054. \$54,000 of the proposed revenue consists of Virginia Christensen transfers, which basically means without it we would have a loss of \$26,946. So if we don't go over our proposed spending, we can afford the lease. If something unexpected comes up, we may need to talk about increasing the transfers from the Virginia Christensen fund.

RESTROOM IMPROVEMENTS

TO: Mayor & Board of Trustees
FROM: Clyde
SUBJECT: Ballpark Restroom Improvements
DATE: January 12, 2016

We decided to put our Ballpark Restroom Improvements project out to bid at our last meeting. The materials for the project have been ordered and everything should be here by the 22nd of this month.

I'll post the project locally at Town Hall, Mineral County, Post Office and Gas Station [open for other places]. The bids will be opened and read aloud at our Feb. 2nd meeting and a successful bidder will be announced at a Special Meeting on Feb 16th after an executive meeting to consider the bids.

The project should be completed by March 31, 2016.



**CITY OF CREEDE
INVITATION FOR BIDS
FOR BALLPARK RESTROOM IMPROVEMENTS**

THE CITY OF CREEDE will be accepting sealed proposals for ballpark restroom improvements through **January 31, 2016, 4:00 PM.** Any proposal received after the above specified time will be returned to the bidder unopened.

Bid Packets can be obtained for your proposal at Town Hall located at 2223 North Main or contacting Clyde Dooley at 719-658-2276 or manager@creedetownhall.com .

CONSTRUCTION ELEMENTS: The successful bidder will be responsible for installing new stall partitions, wall panels, a baby changing table, and six (6) new windows at the ballfield restrooms. The materials associated with this project will be supplied by the City of Creede.

PROJECT LOCATION: The project is located on the south end of town, north of the baseball field.

PROJECT SCHEDULE: The project commence on February 29, 2016 and be completed by March 31., 2016.

BID AWARDING: The successful bidder for this project will be awarded at a Special Meeting on February 16, 2016 at 5:30 PM. Once awarded, a Notice of Award, Construction Agreement and Notice to Proceed will be given to the successful bidder.

Please Contact Clyde Dooley at 719-658-2276 or manager@creedetownhall.com if you have any questions.



THE VOICE OF COLORADO'S CITIES AND TOWNS

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January 18, 2016

Colleagues:

Enclosed is a story of how municipalities are delivering better quality services more efficiently. The just released 2016 CML State of Our Cities and Towns report provides insight into how municipalities are stretching tax dollars by partnering with other government entities to deliver services to the public. In the annual CML survey, shared service agreements are reported by 88 percent of Colorado municipalities. While emergency services are most often reported as services shared through an IGA, the services vary widely and include trash removal, affordable housing, and building code enforcement.

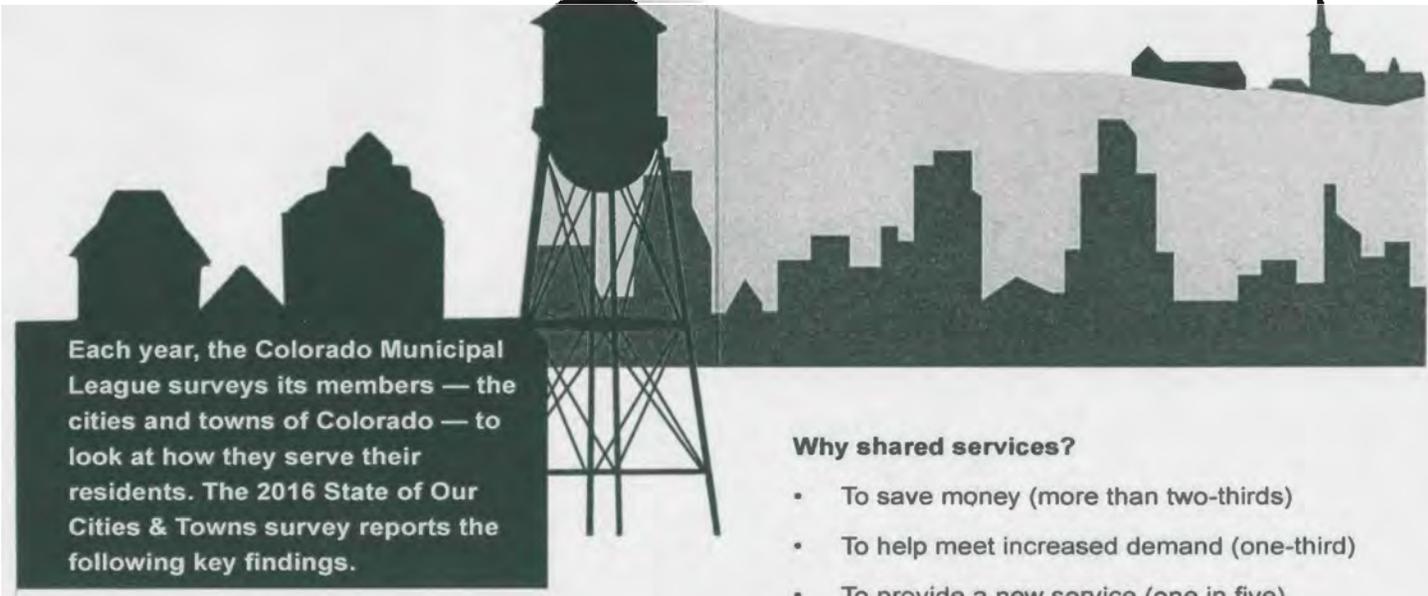
The report summary is enclosed for your review and additional copies are available in quantity at no charge. I encourage you to use this information when speaking with community groups or the media. On-line at www.cml.org/state_of/ you will find case studies and sample intergovernmental agreements that support the report's findings, as well as the complete results of the survey. You will also find the State of Our Cities and Towns videos in two-minute, 14 minute and 28 minute editions. For those of you with a municipal cable channel, please add the video to your television schedule.

A total of 112 CML members responded to last fall's survey providing us with valid, reliable data for the report - thanks to those of you who submitted surveys!

Sincerely,

A handwritten signature in black ink that reads "Mark". The signature is written in a cursive, flowing style.

Mark Radtke
Municipal Research Analyst



Each year, the Colorado Municipal League surveys its members — the cities and towns of Colorado — to look at how they serve their residents. The 2016 State of Our Cities & Towns survey reports the following key findings.

Why shared services?

- To save money (more than two-thirds)
- To help meet increased demand (one-third)
- To provide a new service (one in five)

Cities and towns also cite the increased access to expertise, flexibility, and efficiency gained through shared service agreements.

Most common service agreements:

- 45% emergency dispatch
- 44% law enforcement
- 34% fire/rescue
- 22% wastewater treatment
- 22% ambulance
- 22% school resource officers
- 21% street maintenance
- 19% drinking water treatment

Other shared services:

- Animal shelters
- Information technology
- Public works equipment
- Fleet management facility
- Sports complex

The 2016 State of Our Cities & Towns Report finds efforts to provide better service and more efficient service delivery have led Colorado cities and towns to work with neighboring local governments to share the cost and delivery of a wide variety of government programs.

The survey reports that **93 percent of municipalities** have entered into shared service agreements, with **88 percent of municipalities sharing services with other governments.**

These efforts stretch tax dollars by finding a more effective way to provide a public service.

Other popular steps to improve efficiencies in municipal government include **streamlined processes (52 percent)** and **automated service delivery (31 percent).**

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MEMORANDUM

DATE: January 28, 2016

TO: Clyde Dooley, Town of Creede
Creede Board of Trustees

FROM: Alandren Etlantus 
Craig Hoover
Sean Melville

SUBJECT: Willow Creek Flume Phase 1

This memorandum is to provide additional information for consideration for Phase 1 of the Willow Creek Flume Rehabilitation. As discussed and approved in the Board of Trustee meeting on January 19, 2016, Phase 1 will include submitting the 2002 NRCS Hydrology Study to FEMA for review and proceeding with filling the voids of the flume. This memo addresses the filling of the voids and necessary associated evaluations and engineering to complete that work.

As discussed in our PER, dated July 2015, a visual inspection of the flume was completed and surface voids were measured, surveyed, and cataloged. This evaluation gives a good accounting of the surface voids visible in the flume; however, it did not include an investigation of the subsurface conditions or identify areas of compromised subgrade below the flume. It is important to fully understand both of these conditions in order to fill the voids and begin the flume rehabilitation. While poured concrete would repair the visible voids, surface repairs on compromised subgrade would not provide a lasting solution. Alternatively, pressurized grout injection may be used for repairs in areas of compromised subgrade, but if not used carefully or in areas where the conditions are unknown, its installation could cause damage to otherwise good sections of the flume. It is recommended that a non-destructive (such as ground penetrating radar) evaluation of the subgrade under the flume be completed as part of this phase.

Given the considerations discussed above, the site conditions, and timing, we recommend that the Board consider proceeding with the flume rehabilitation as a Design-Build project, allowing the work to proceed with a team working together to complete the evaluation, engineering, and construction together. The alternative would be to complete the evaluation, then the engineering design for the repair, then bid and construct the project. If a typical design-bid-build process is followed, a number of assumptions will need to be made on how the work will be completed, which could add unintended costs and extended project duration. Following a design-build process will allow the evaluation, engineering and construction to have some overlap, providing added control of the flow of work, quality, and schedule throughout the process. Having a contractor on board during the evaluation and design process will provide improved planning of the work and decrease the number of assumptions made as to how the work will be completed. Likewise, the design-build process will provide for improved execution of the construction by

Clyde Dooley
Town of Creede
January 28, 2016
Page 2

having the engineer and contractor on one team that can efficiently evaluate and provide solutions to unforeseen conditions encountered in the field.

If the Town and Board of Trustees would like more information about the proposed approach to the execution of this project, Bohannon Huston would be pleased to discuss it and describe it further. We have a contractor and supporting team ready and committed to this project should you wish to pursue this approach.

Should the board choose to approve and move forward with this work as design-build, we will assemble a team to complete this work that includes a contractor, ground penetrating radar firm, and any other required specialist to be managed by BHI. Our team would prepare a proposal for this project that includes the cost and schedule to evaluate, design, and construct the flume voids.

AE/le

VCRC? & STAFFING

TO: Mayor & Board of Trustees
FROM: Clyde
SUBJECT: VCRC Staffing
DATE: January 27, 2016

Eloise, Ben, Scotty, Robert, Randi and I met yesterday morning to brainstorm some thoughts on making the Virginia Christensen Recreation Center [aka gym] succeed. The first topic received a unanimous agree that we need more than one person. We discussed a custodian, part-time to begin with and possibly assume Don's responsibilities when he retires later this year. I talked with Lori and she recommended a good candidate and I've invited him in to pick up an application. Eloise and Scotty also mentioned they might know someone interested and if they come in I'll also give them an application. The other position we all agreed is needed is a building manager/site manager/facilities manager. For whatever reasons I'm not seeing that as a real busy position [currently] and again started off thinking about part-time position or seeing if those responsibilities could be rolled into a current staff member. Eloise was my first thought, but like the rest of us, she's too busy and we have some busy projects coming up this year. Lori and I also discussed this and it might be best to just hire a full time building/site/facilities manager and look at sharing VC funds from Capital Improvement and Distributions to fund it.

Scotty is opening the gym at 6:30 and staying as needed. Eloise will be at the gym from 1:00 to 5:00 – Mon, Tue, Wed, and Friday.

I talked with Don and for the time being he will clean the gym facilities Mon, Wed, and Fri evening and after special events as needed. He estimates each cleaning will take two hours and I've added that to budget expectations.