

REGULAR WORK SESSION

- Flume Work Session with Bohannan Houston
- Choose Parade Theme [bring ideas from groups you are involved in!]
- Zoning Amendment - Blocks 7 & 14 [Maybe 15] South Creede to R2?
 - \$5,300 for more permanent pavement markings
 - Private Vehicle Selling at Baseball Park
 - Parks & Rec Director Interview Follow-Up
 - Creede Mining Heritage letter to EPA
 - MidWest Mine structures to Creede Mining Heritage
 - Rio Grande Avenue Update
 - Good Sam Letter of Support
 - Additional Check Run Request
 - Survey/Gov't Class/4th Clarification
- Retreat Follow-Up Discussion: Combine City/County Gov't Functions
 - Retreat Follow-up Discussion: Town Hall Renovation/Replacement
- City-County Work Session Follow-up Discussion: Town Entry Signage

Any Other Business

Posted 6/12/15

OPEN TO THE PUBLIC

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

MEMORANDUM

DATE: June 12, 2015

TO: Clyde Dooley, Creede City Manager
Creede Board of Trustees

FROM: Alandren Etlantus *KSL For Alandren*

SUBJECT: Willow Creek Flume Update

This memo serves as an update on the Willow Creek Flume Rehabilitation Project. Since Work Session #1, Bohannon Huston, Inc. (BHI) has considered three potential options for the Willow Creek Flume Rehabilitation Project. These options include a natural channel, as well as two alternative methods to fill in the existing voids and protect the flowline of the channel from further spalling: one method is reinforced concrete curb, and another method is the use of concrete cloth. The natural channel was eliminated as a viable option as a result of the limited Right-of Way, encroachment on the existing flume, and high velocities which lead to erosion in natural sand channels. The PER will include an evaluation of the concrete curb and concrete cloth alternatives, and BHI has developed an evaluation matrix for comparing the options. This matrix and description of the scoring considerations is provided with this memo and will be reviewed at Work Session #2.

Alternative design life was not included as part of the evaluation matrix because BHI believes both alternatives will help maintain the life expectancy of 75 years (from the date of original construction) for the grouted riprap flume. Both rehabilitation options help maintain the life expectancy by targeting the critical spalling deficiencies along the both toes of the flume. Maintenance of the rehabilitation options, as well as the overall remaining existing flume, will be required to achieve the expected remaining life expectancy of the flume. A summary of the constructability, maintenance, and repair, and ease of future improvement of each of the alternatives will be included with the evaluation matrix.

A preliminary cost estimate has been assembled for each of the alternatives, and the draft preliminary estimates are \$832,700 for the Reinforced Concrete Curb option and \$694,400 for the Concrete Cloth option. These preliminary estimates include 20% contingency, 10% design, and 10% construction management fees, and exclude taxes. An updated quote for the Tiger Dams was acquired from U.S. Flood Control and will be attached with this memo. Maintenance costs will be added to the estimates pending further evaluation and discussion. Updated typical sections are also attached with this memo to aid in visualization of the project alternatives

AE/jcm

Alternative	Criteria				
	Cost	Constructability	Aesthetics	Maintenance & Repair	Ease of Future Major Improvement
Reinforced Concrete Curb					
Concrete Cloth					

*Score each alternative's criteria from 1 to 5 with 5 being the highest possible score. Scores can range between 1 and 5.

Criteria	%
Cost	
Constructability	
Aesthetics	
Maintenance and Repair	
Ease of Future Major Improvement	

*Rank the criteria with a percentage of decision weight. Combined total should add to 100%.

Key to Scoring:

Cost

Low Cost 5
High Cost 1

Constructability

Easy to construct and non-intrusive 5
Difficult to construct and intrusive 1

Aesthetics

Aesthetically pleasing 5
Eye sore 1

Maintenance and Repair

No maintenance and repair required 5
Excessive maintenance and repair required 1

Ease of Future Major Improvement

No changes needed for future improvements 5
Removal required for future improvements 1

Reinforced Concrete Curb

- Constructability – Installation of the concrete curb would require water diversion to one side of the flume. Formwork is required prior to pouring the concrete mixture and placement of the concrete curb does not require anchors into the existing flume. Diversion would be required until concrete is cured sufficiently to ensure proper set and minimize loss of material when reintroduced to active waterway. High-Early Portland Cement Concrete is recommended to reduce the necessary curing time and make more efficient use of the Tiger Dams. Loose rock should be removed prior to filling the voids with concrete.
- Maintenance and Repair – Reinforced concrete curbs are expected to crack approximately every 20' and require annual inspections to identify and seal cracks. Inspection and sealing of cracks can be performed by a trained employee of the Town of Creede. The concrete curb would protect the flume side slopes up to a water depth of one foot.
- Ease of Future Major Improvement – Key ways are included in the design of the concrete curbs along the top and side edges to facilitate the addition of a new flume floor or side slopes to the existing flume.

Concrete Cloth

- Constructability – Installation of the concrete cloth would require water diversion to one side of the flume. Anchors are required to attach the concrete cloth to the flume, and once attached the diversion can be removed. Once installed, the concrete cloth may be immediately reintroduced to the active waterway. Loose rock should be removed prior to filling the voids with concrete.
- Maintenance and Repair – Concrete cloth is assumed to require approximately 345 feet of patching (approximately 3%) annually. An annual inspection and patching of the concrete cloth can be performed by a trained employee of the Town of Creede. At a width of 3.6 feet, the concrete cloth would protect more surface area of the flume when compared to the 2.8 feet width of the concrete curb. The concrete cloth would protect the flume side slopes up to a water depth of 1 foot.
- Ease of Future Major Improvement – Concrete cloth can be added to the floor of the flume at a later date with additional anchors.



U.S. FLOOD CONTROL CORP.

121 Kaylee Drive
 Hahnville, LA 70057
 Phone:504-235-5233

Quote **USFCQ6415**

Date 4-Jun-15

TIGER DAM™ SYSTEM

Purchaser

Name Bohannan Huston
 Attn: Kareem Saint-Lot
 City Creede CO ZIP _____
 Email: ksaintlot@bhinc.com

Vendor

Name U.S. Flood Control Corp.
 Address 802 Short St, Building J
 City Kenner ST LA ZIP 70062
504-235-5233

Qty	Units		Unit Price	TOTAL
	Each	FM Approved 42" x 50ft Super Tiger Dam	\$3,995.00	
	Each	50' Straps for 42" Dams	\$45.00	
	Each	36"x50ft Super Tiger Dams	\$2,850.00	
	Each	34' Straps for 36" Dams	\$35.00	
8	Each	24" x 50ft Tiger Dams	\$1,650.00	\$13,200.00
72	Each	20' Straps for 24ft Dams	\$30.00	\$2,160.00
	Each	19" x 50ft Tiger Dams	\$1,250.00	
	Each	17' Straps for 19" Dams	\$25.00	
2	Each	Fill Attachment	\$145.00	\$290.00
	Each	Concrete Anchor	\$45.00	
144	Each	Earth Anchor	\$25.00	\$3,600.00
1	Each	Valve Tool	\$200.00	\$200.00
1	Each	Patch Kit	\$90.00	\$90.00
1	Each	Hydrant Connection with Ball Valve	\$125.00	\$125.00
1	Each	Hydrant Wrench	\$50.00	\$50.00
	Each	Siamese Splitter Connection	\$120.00	
2	Each	10ft Suction Hose	\$105.00	\$210.00
4	Each	50ft Double Mill Discharge Hose with Cam Locks	\$125.00	\$500.00
2	Each	Ball Valve	\$120.00	\$240.00
30	Each	Tube Chocks	\$5.00	\$150.00
	Each	Tiger Brace	\$45.00	
	Each	10mil Scrim Poly 20ftx100ft	\$890.00	
	Each	Adhesive Kit	\$300.00	
144	Each	Quick Links	\$5.25	\$756.00
	Each	Pedestrian Step Ramps for Egress	\$450.00	
1	Each	3ft Pump - Honda Transfer	\$890.00	\$890.00
Quote does not include shipping or taxes				
FED ID 68-0549696				

Sub Total	\$22,461.00
Shipping	
Tax	
TOTAL	\$22,461.00

Payment Details

- Check
- Cash
- Account No.
- Credit Card

AUTHORIZED SIGNATURE OF PURCHASER UPON ACCEPTANCE OF AGREEMENT

Name: _____ SIGNATURE: _____

DATE: _____

WARNING: U.S. FLOOD CONTROL CORP. ("USFC") DOES NOT GUARANTEE OR WARRANTY THE TIGER DAM™ SYSTEM AND RELATED PRODUCTS IN FLOODING CONTROL OR FLUID CONTAINMENT SITUATIONS. USFC'S LIABILITY TO PURCHASER FOR ANY SUCH USE IS HEREBY STRICTLY LIMITED. SEE PAGE TWO OF THIS DOCUMENT FOR DETAILS

1. Purchase: Upon the execution of this Agreement by Purchaser, USFC agrees to supply and sell, and Purchaser agrees to purchase, the Product in accordance with these terms and conditions. "Product" means the goods described in the invoice above, and this "Agreement" consists of the invoice and these terms and conditions. USFC's shipment of the Product to Purchaser pursuant to this Agreement shall constitute acceptance by Purchaser of this Agreement, even if this Agreement is not expressly executed by the Purchaser above. This Agreement supersedes any purchase order or other terms and conditions issued by Purchaser at any time, and such are of no force or effect concerning the purchase and sale of Products to Purchaser.

2. Delivery, Risk of Loss and Title: USFC shall use commercially reasonable efforts to deliver the Products to Purchaser on the delivery date specified by USFC. For domestic customers, Products are supplied to Purchaser EXW (*Incoterms 2010*) at the place of delivery to carrier, and Purchaser is responsible for all loading, shipping, duties and other costs from that point. For overseas customers, Products are supplied to Purchaser DAT (*Incoterms 2010*), at the inbound terminal, and USFC is responsible for all loading and shipping cost to that point. Legal title shall transfer to Purchaser upon the transfer of the risk of loss pursuant to such *Incoterms 2010*, but USFC hereby retains a lien upon, and a reversionary interest to, all Products until Purchaser has paid USFC therefore, in full.

3. Price and Payment: Purchaser shall pay the purchase price, applicable taxes, shipping and related costs in the amount and manner specified in this Agreement, including any deposit required by USFC. Unless otherwise provided, Purchaser shall pay this invoice within thirty (30) days of receipt thereof by Purchaser. Interest shall accrue and be payable by Purchaser on any overdue and unpaid amounts at the rate of One and a half (1.5%) percent per month, compounded, not to exceed Eighteen (18%) percent per annum, which is payable by Purchaser without the necessity of demand.

4. Warrant Disclaimer: U.S. Flood Control Corp., the manufacturer of the Products, gives a limited 5-year Warranty for the Products, as posted at www.usfloodcontrol.com ("**Warranty**"). *USFC MAKES NO REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO ANY PRODUCT INCLUDING WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER THIRD PERSON RIGHTS, WHETHER ARISING BY LAW, USAGE OR TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE, REGARDING ANY PRODUCT OR ANY SERVICES PERFORMED BY USFC OR ITS REPRESENTATIVES, AGENTS OR CONTRACTORS. USFC'S ENTIRE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY, FOR ANY DEFECT IN THE PRODUCT WHATSOEVER, IS THE WARRANTY, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHT OF ACTION AGAINST USFC, AND RELEASES USFC FROM ANY AND ALL LIABILITY ARISING AT LAW OR UNDER THIS AGREEMENT, RELATING THERETO, HOWSOEVER ARISING.*

5. Indemnification: The Purchaser is hereby liable to and agrees to indemnify, defend and hold harmless USFC and its affiliates, and each entity's respective officers, directors, employees, representatives, agents and contractors ("**USFC Parties**"), from and against any and all actions, causes of actions, claims, demands, liabilities, losses, judgments, settlements, damages or expenses including legal fees and costs on a solicitor and his own client indemnity basis ("**Claim**") made by or awarded to any third person, which and USFC Party may at any time incur or become subject to, whether based in whole or in part in contract, tort, negligence, breach of statute or any other theory of law, arising from any of the following: (i) death or bodily injury, or loss of or damage to real, tangible or intangible personal property, including data and digital information, caused or contributed to by use of a Product by, or the acts or omissions of, Purchaser or its employees, customers, contractors, representatives or agents; (ii) failure by Purchaser to perform any obligations under any agreement or legal obligation it may have with or to any third person; (iii) failure by Purchaser to adhere to any applicable law or statutory or regulatory obligation; or (iv) failure to adhere to any obligation, or the breach or incorrectness of any representation or warranty, by Purchaser under this Agreement. USFC shall promptly notify the Purchaser in writing of any such Claim it receives and shall promptly tender to the Purchaser control of the defense of any such Claim with counsel of its choice, at Purchaser's own expense. In no event shall Purchaser compromise or settle such Claim that in any way prejudices USFC without USFC's prior written consent in its discretion.

6. Limitation of Liability: *UNDER NO CIRCUMSTANCES WILL THE USFC PARTIES OR ANY OF THEM BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY, PUNITIVE, AGGRAVATED, CONSEQUENTIAL OR EQUITABLE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, FIDUCIARY OBLIGATIONS, RESTITUTIONARY LIABILITIES OR ANY OTHER ECONOMIC LOSS WHATSOEVER, HOWEVER CAUSED AND WHETHER OR NOT FORESEEABLE, OR FOR CONTRIBUTION OR INDEMNITY IN RESPECT THEREOF, EVEN IF THE USFC PARTIES OR ANY OF THEM HAVE BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES. THE ENTIRE CUMULATIVE LIABILITY OF THE USFC PARTIES, AND THE EXCLUSIVE RECOURSE OF THE PURCHASER, IN THE EVENT OF ANY CLAIM BY PURCHASER, SHALL BE LIMITED IN THE AGGREGATE (REGARDLESS OF THE NUMBER OF CLAIMS) TO THE ACTUAL PROVEN DIRECT DAMAGES SUFFERED BY THE PURCHASER AND SHALL NOT EXCEED IN ANY EVENT THE AMOUNT OF THE TOTAL PURCHASE PRICE ACTUALLY PAID BY PURCHASER TO USFC FOR THE PRODUCT FROM WHICH SUCH DAMAGE IS ALLEGED TO HAVE ARISEN. NO LEGAL ACTION OR PROCEEDING MAY BE BROUGHT BY PURCHASER AGAINST ANY OF THE USFC PARTIES MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, PURCHASER. THE FOREGOING LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION STATUTE, CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM OR FUNDAMENTAL BREACH. THE LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT REFLECT AN INFORMED VOLUNTARY ALLOCATION OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THE PRODUCTS AND THE PERFORMANCE BY USFC OF ITS OBLIGATIONS AND RESPONSIBILITIES AND SUCH VOLUNTARY RISK ALLOCATION REPRESENTS A MATERIAL PART OF THE AGREEMENT REACHED BETWEEN PURCHASER AND USFC IN RESPECT OF THE PRODUCTS.*

7. No Waiver: The failure of either party to insist upon or to enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement, will not be interpreted or construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

8. Assignment: USFC may assign this Agreement to a third person upon prior written notice to Purchaser. Purchaser may assign this Agreement to a third person upon IFC's prior written consent, not to be unreasonably withheld.

9. Force Majeure: In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, acts of governmental authority, Acts of God or contingencies beyond the reasonable control of the party affected, interfering with the then current producing, supplying, transporting, or consuming practices of the party respecting the Products, or in the event of inability to obtain on terms deemed by IFC to be practicable any raw material (including energy source) used in connection therewith, the quantity of goods provided for in this Agreement shall be reduced by the amount so affected during the period of such events without liability, but the Agreement shall otherwise remain unaffected USFC's decision as to what quantities are affected shall be final and binding.

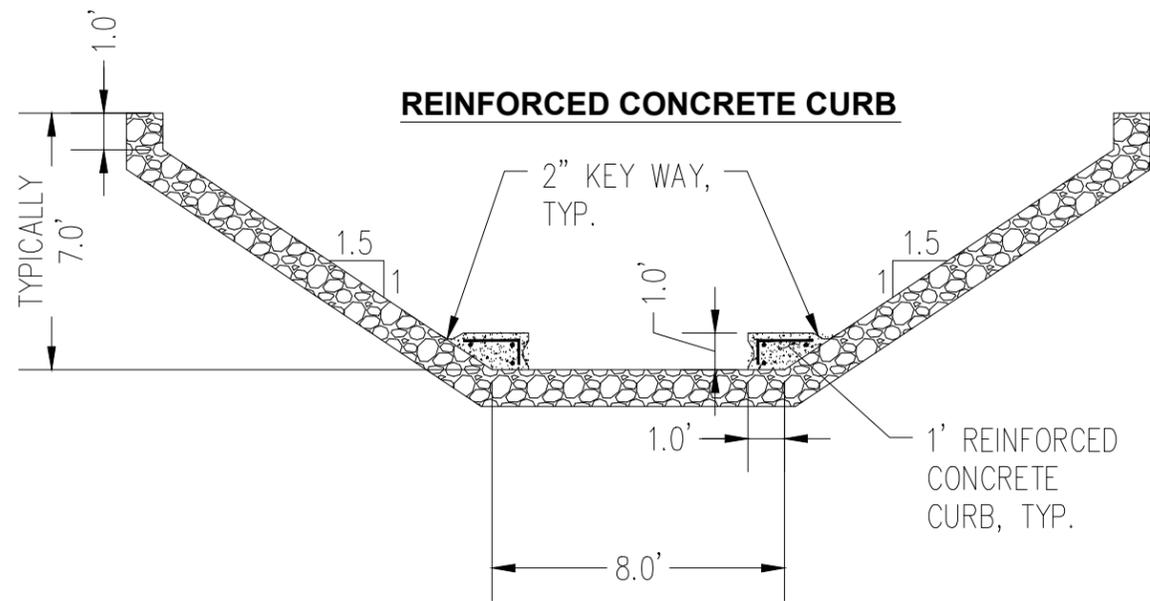
10. "All sales and transactions evidenced by this invoice/agreement are deemed to have been made and accepted by the vendor in Hahnville, St. Charles Parish, Louisiana. Any dispute arising under or in connection with this invoice/agreement shall be determined in accordance with the laws of the State of Louisiana, and shall be subject to the exclusive jurisdiction of, and brought in, the Twenty-Ninth Judicial District Court of the Parish of St. Charles, State of Louisiana."

11. Severability: If any provision of this Agreement is judged by any Court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

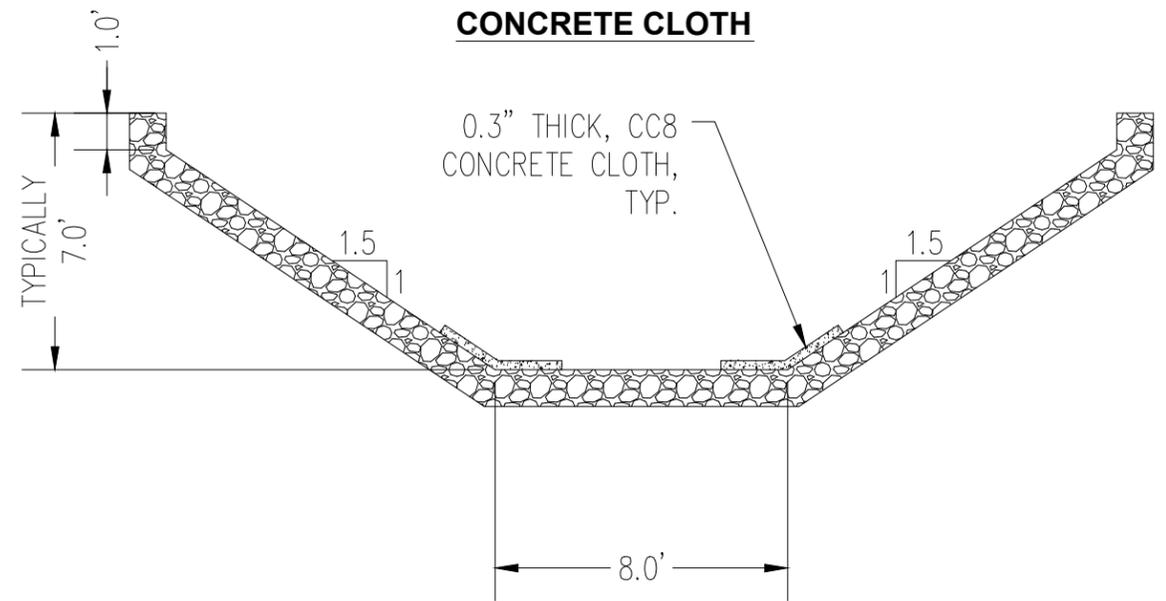
12. Contra Preferentum Disclaimer and Legal Advice: The parties hereby acknowledge and agree that this Agreement shall be construed neither against nor in favour of either party, but rather in accordance with the fair and purposive meaning hereof. Each party hereby acknowledges that it has had the opportunity to seek independent legal advice respecting this Agreement, that it is a sophisticated contracting party, and that each provision of this Agreement is enforceable against it pursuant to its terms.

13. Entire Agreement: This Agreement sets forth the entire agreement and supersedes any and all prior agreements between the parties, or any purchase order or other terms and conditions issued by Purchaser, with respect to the subject matter hereof. No amendment to this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both such counterparts when exchanged between the parties via facsimile transmission or otherwise, shall constitute one instrument. Pursuant to Section 1, Purchaser expressly agrees that supply of the Products to Purchaser in accordance with this Agreement shall constitute acceptance by Purchaser of this Agreement.

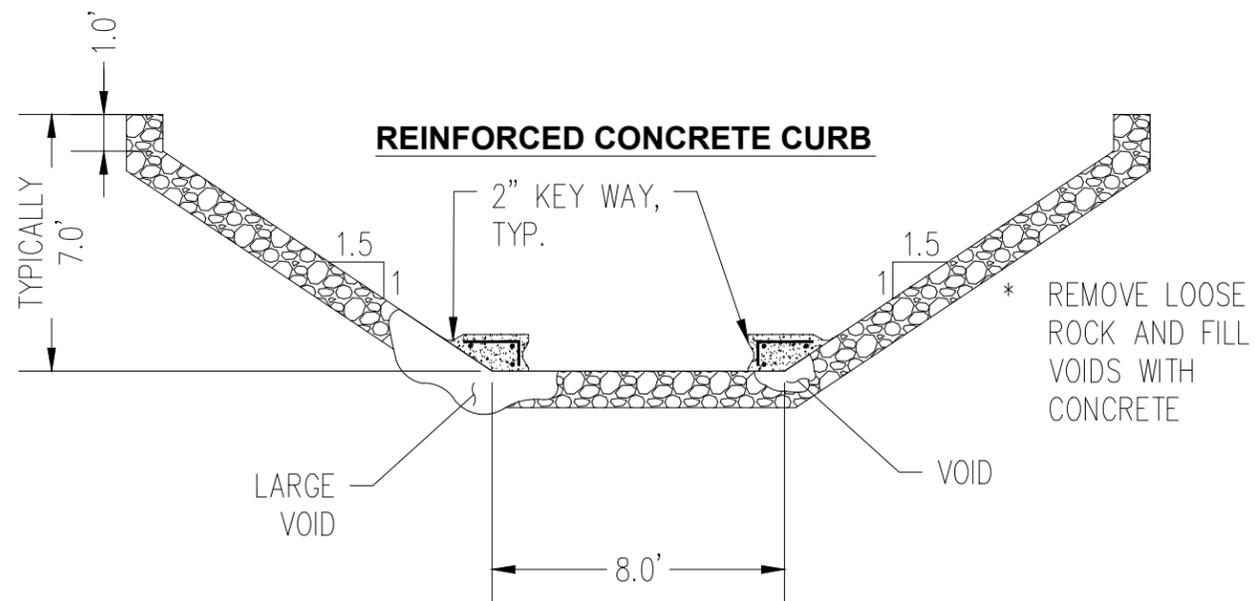
**REACHES WITH
MINIMAL
OR NO VOIDS**



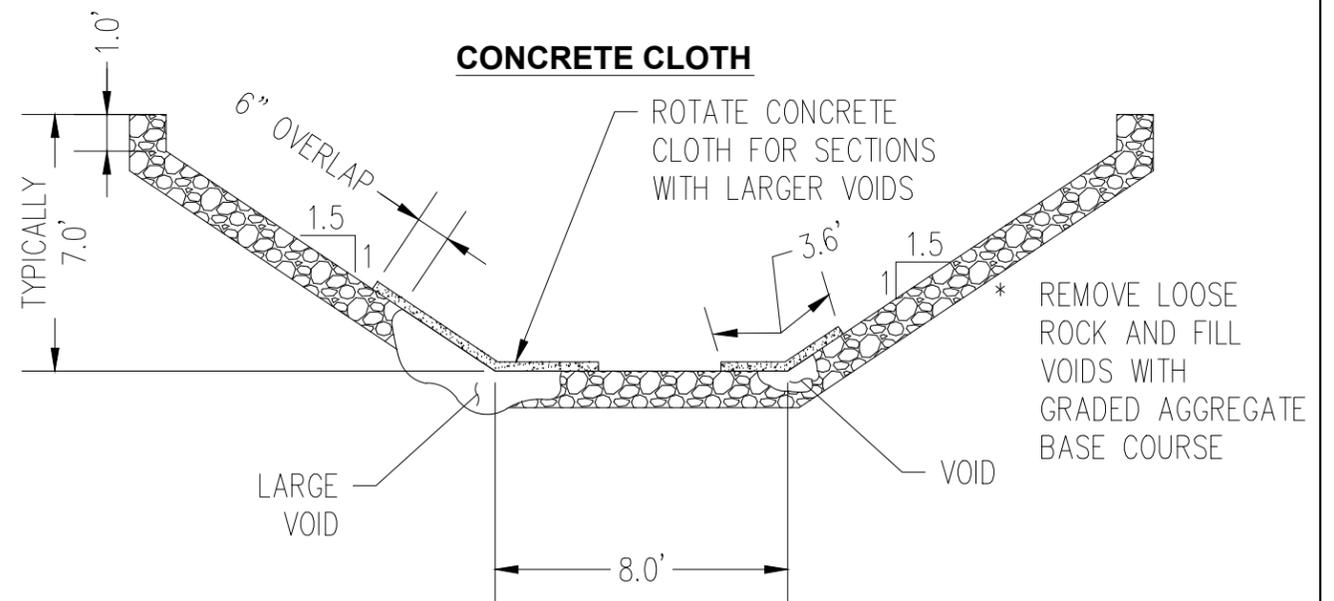
CONCRETE CLOTH



**REACHES WITH
VOIDS OR LARGE
VOIDS**



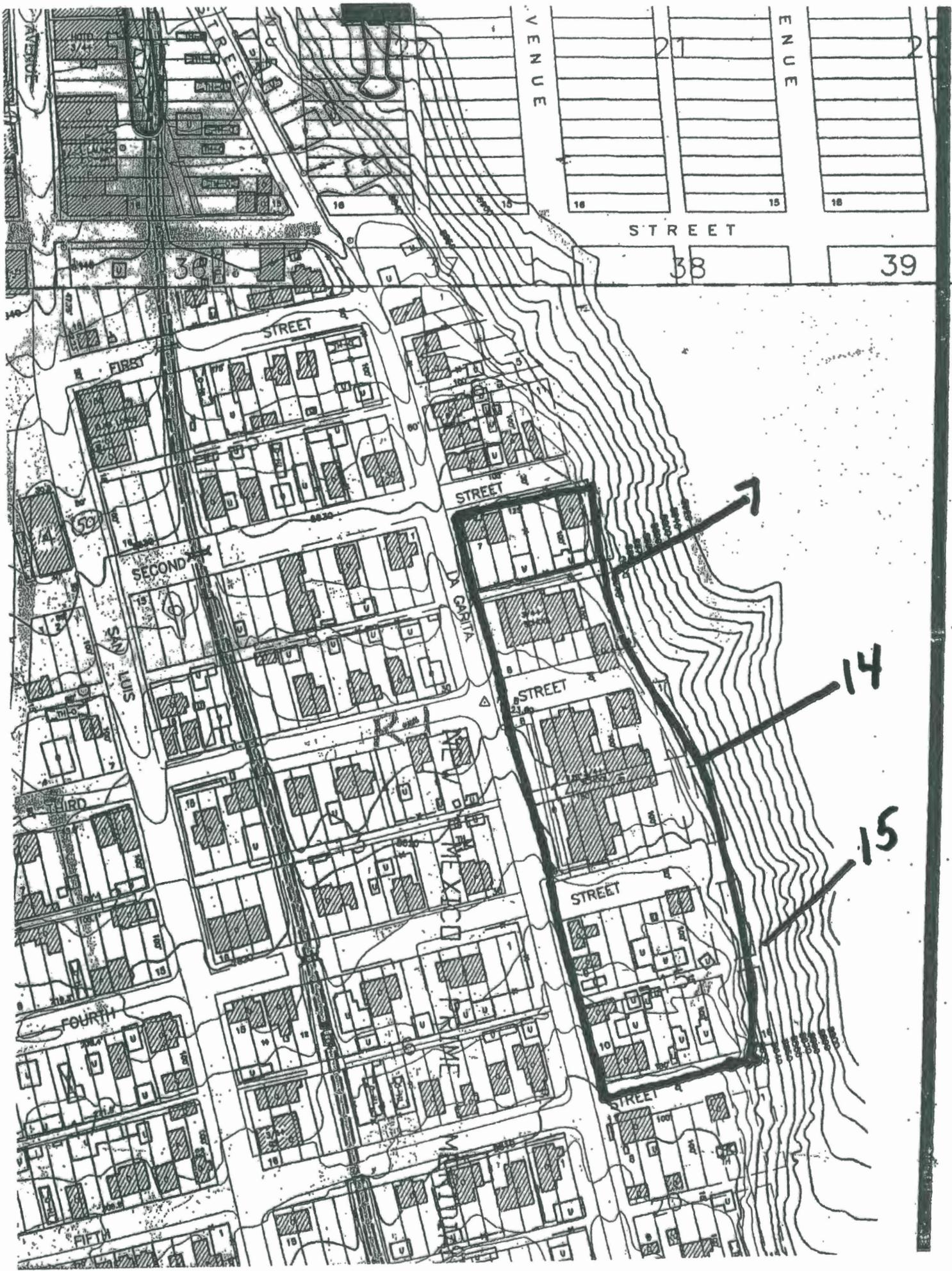
CONCRETE CLOTH



PER FOR WILLOW CREEK FLUME

TYPICAL SECTIONS

DRAWN BY:	J.J.G.	DATE:	05/2015
CHECKED BY:	E.K.S.	PROJECT NO.	20150424
		SHEET NO.	C1



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City of Creede
PO Box 457
Creede, CO 81130
Phone: 719-658-2276
manager@creedetownhall.com

City of Creede

June 12, 2015

Joy Jenkins, RPM
EPA Region 8
1595 Wynkoop St, 8EPR-SR
Denver, CO 80202

RE: Creede Mining Heritage, Inc.

Dear Joy,

Creede Mining Heritage, Inc. is a 501(c)(3) approved non-profit dedicated to preservation of historic structures in and around the Creede area. Creede Mining Heritage has been interested in acquiring the mining claims with historic structures thereon associated with the Commodore Mine above Creede. These are registered as important but endangered Historic structured by Preservation, Inc. a state wide historic preservation non-profit with influence over historic designations in Colorado as well as restoration funding.

The EPA has a Superfund clean-up project in the area of these claims and, as part of that effort, has a lien on those claims and structures. Creede Mining Heritage has been working with the EPA to possibly develop an agreement to acquire the claims and important structures located thereon.

The City of Creede fully supports the efforts of Creede Mining Heritage and the EPA in their efforts to preserve and protect these historical sites as they are a main attraction for our tourists and visitors interested in learning more about the history of hard-rock mining in Colorado.

Sincerely and Respectfully,

Eric Grossman
Mayor

.....

San Juan Clean Water Coalition

www.sanjuancleanwater.org



Join us now!

According to the Environmental Protection Agency, runoff from abandoned hardrock mines – more than 500,000 with an estimated cleanup cost ranging from \$36 to \$72 billion – affects 40 percent of headwaters in the western United States.

Bipartisan legislation offers hope for tackling the liability issue for point-source mine cleanups in the San Juan Mountains of Colorado. It gives us a path forward to reclaiming these sites and protecting our water resources.

Acutely impacted rivers in the region:

- Animas River
- Uncompahgre River
- Lake Fork of the Gunnison
- Rio Grande
- San Miguel River

Clean water for agriculture, municipal use, industry and recreation. It's good for everyone.



Contact us:

sanjuancleanwater@gmail.com

Find us on Facebook at:
San Juan Clean Water Coalition

Visit our website, sign up and let's
pass this important
legislation, now.

Ty Churchwell
tchurchwell@tu.org
970-259-5116 x 11

