

REGULAR MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW AGENDA
- IV. CONSENT AGENDA
 - a. Approve/Disapprove May 5th, 2015 Minutes
 - b. Review/Consent of May 2015 Check Detail Report
 - c. Approve/Disapprove June 6, 2015 Unpaid Bills Report [Available 4/7/15]
 - d. Approve/Disapprove Multiple Special Event Permit - CRT
 - e. Approve/Disapprove Morton Park Annual Lease
 - f. Approve/Disapprove Liquor License Renewal - Creede Repertory Theatre Mainstage
 - g. Approve/Disapprove Liquor License Renewal - Kip's Grill LLC
 - h. Approve/Disapprove 3.2% Beer License Renewal - Kentucky Belle Market
 - i. Approve/Disapprove Private Event Permit - Creede Elks 4th of July Beer Garden
 - j. Approve/Disapprove Special Event Permit - Creede Elks 4th of July Beer Garden
 - k. Approve/Disapprove Private Event Permit - Snow Country Explorers
 - l. Approve/Disapprove Private Event Permit - Creede Farmers Market
- V. REPORTS & PRESENTATIONS
 - a. Public Works Report - Ben Davis (verbal)
 - b. LWCRCo Report - Eric Grossman (verbal)
 - c. Mayor's Report - Eric Grossman (verbal)
 - d. DOLA Update - Christy Culp
 - e. Written Reports (Recreation, BI) - **Read ONLY**
- VI. OLD BUSINESS
 - a. Approve/Disapprove Building Inspection Policy
 - b. Approve/Disapprove Ordinance 386 Approving Creede Schools Irrigation Agreement
- VII. NEW BUSINESS
 - a. Approve/Disapprove Administrative Wage Raise [See Mgrs Report for Info]
- VIII. MANAGERS REPORT
- IX. ADJOURN

Please join us at the Colorado Mainstreet Community Meeting afterwards, 7 p.m. at the Community Center!

POSTED 5/29/14

OPEN TO THE PUBLIC

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
May 5, 2015

REGULAR MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:30 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Elizabeth Zurn, Catherine Kim, Eric Grossman, Teresa Wall, Kay Wyley, Molly McDonald, Heather DeLonga [arr. 5:32p.m.]

TRUSTEES ABSENT:
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

An application amendment for CRT d/b/a Ruth Humphreys Brown Arts Liquor License was added as item j. of the Consent Agenda. Trustee Zurn moved and Trustee Wall 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 April 7th, April 9th, and April 15th 2015 Minutes
- b. Review/Consent of April 2015 Check Detail Report
- c. Approve/Disapprove May 5, 2015 Unpaid Bills Report [Available 5/5/15]
- d. Approve/Disapprove Private Event - Taste of Creede Chamber of Commerce
- e. Approve/Disapprove Parade Permit - MCFA ATV Rodeo
- f. Approve/Disapprove Art Gallery Permit - Rare Things Gallery
- g. Approve/Disapprove Private Event - Titan Drive Inc.
- h. Approve/Disapprove Grossman Attendance CML Conference June 16th-19th
- i. Approve/Disapprove Grossman CML Executive Board Retreat July 9th-11th
- j. Approve/Disapprove Application Amendment for CRT d/b/a Ruth Humphreys Brown Arts Liquor License

Item j was removed from the consent agenda for separate consideration. A correction was made to the April 15, 2015 minutes. The unpaid bills report was not available and was moved to New Business item g. Trustee DeLonga and Trustee Zurn seconded to approve the consent agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee McDonald moved and Trustee DeLonga seconded to approve amending the CRT d/b/a Ruth Humphreys Brown Arts Liquor License from a New License to a New License with Concurrent Review. There were five yes votes and one abstention (Zurn). Mayor Grossman declared the motion carried.

REPORTS AND PRESENTATIONS

PUBLIC WORKS REPORT

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

- The street marking project is moving forward and the crew was able to sweep the streets due to the weather last week.
- They are expecting the temperature to rise enough in the next week to be able to turn the sprinkler systems on for the year.
- CDOT was able to address a few potholes along their construction area while they were replacing the bridge.
- Trustee Kim asked Davis to remove the current banner from Main Street.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the LWCRCo meeting was experiencing difficulty with maintaining operating funds and would be approaching the Board of Trustees regarding that issue soon. LWCRCo Director Gwen Nelson-Freer announced that the Runoff-Runoff fundraiser will be taking place June 13, 2015 and invited everyone to participate or volunteer.

MAYOR GROSSMAN'S REPORT

Mayor Grossman reported on the following items:

-CDOT is waiting on a subcontractor to install the pedestrian bridge on 7th Street and will install it once it is received.

WRITTEN REPORTS

Written reports were not received. Clerk Snead was directed to provide the reports as available.

OLD BUSINESS

WILLOW CREEK FLUME PRELIMINARY ENGINEERING REPORT PROGRESS - BOHANNAN HOUSTON

Craig Hoover with Bohannan Houston was in attendance. He provided the Trustees with maps outlining the extent of the flume damage in detail. The Preliminary Engineering Report is still in preparation stages, but at this time, Bohannan Houston is leaning towards two options: a concrete blanket liner or a concrete "toe" along the most damaged areas in the flume. Dewatering, vegetation, capacity reduction, and other concerns were discussed. A second work session to review the flume options was rescheduled from June 30 to June 16, 2015.

NEW BUSINESS

ACCEPT LETTER OF RESIGNATION AS PRO-TEM - TRUSTEE ZURN

Trustee Zurn read her resignation letter for the audience. Trustee Wall moved and Trustee McDonald seconded to accept Trustee Zurn's letter of resignation as Mayor Pro-Tem. There were five yes votes and one abstention (Zurn). Mayor Grossman declared the motion carried.

APPOINT MAYOR PRO-TEM

Trustee Kim moved and Trustee Zurn seconded to appoint Trustee Wyley as Mayor Pro-Tem. There were five yes votes and one abstention (Wyley). Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE JOB DESCRIPTION PARKS & RECREATION DIRECTOR

Clerk Snead was directed to add "grant identification and writing" and "ability to evaluate all programming" to the job description and to correct the job title. Trustee Zurn moved and Trustee McDonald seconded to approve the job description for the Parks & Recreation Director as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE ADVERTISEMENT PROCEDURES PARKS & RECREATION DIRECTOR

Trustee Wall moved and Trustee McDonald seconded to approve the advertisement procedures for the Parks & Recreation Director. The vote was unanimous. Mayor Grossman declared the motion carried. Hiring procedures were discussed and Trustee Wall volunteered to serve on the hiring committee. Staff was directed to research restrictions on board members applying for city employment opportunities.

APPROVE/DISAPPROVE 2015 VIRGINIA CHRISTENSEN RECOMMENDATIONS

The new scoring process for applications and the recent funding round was discussed at length. Three members of the Virginia Christensen Advisory Board were available to answer questions (Inge, Alexander, and Nelson-Freer). Several items were removed from the 2015 Virginia Christensen Recommendations for separate consideration. Trustee Zurn moved and Trustee Wall seconded to approve the 2015 Virginia Christensen Funding Recommendations excluding Creede Repertory Theatre, the Underground Mining

Museum, Creede Community Recreation, and Colorado Mainstreet Program requests. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Zurn moved and Trustee Wall seconded to table consideration of the Underground Mining Museum 2015 Virginia Christensen Funding Recommendation to follow a conversation between town trustees, county commissioners, UGMM representatives, and VC advisory board members at the June 3, 2015 City-County Joint Work Session. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Wall moved and Trustee McDonald seconded to approve the Creede Repertory Theatre 2015 Virginia Christensen Funding Recommendation. There were five yes votes and one abstention (Zurn). Mayor Grossman declared the motion carried. Trustee Zurn moved and Trustee Wall seconded to approve the Creede Community Recreation 2015 Virginia Christensen Funding Recommendation. There were five yes votes and one abstention (DeLonga). Mayor Grossman declared the motion carried. Trustee Zurn moved and Trustee DeLonga seconded to approve the Colorado Mainstreet 2015 Virginia Christensen Funding Recommendation. There were five yes votes and one abstention (Kim). Mayor Grossman declared the motion carried.

SCHEDULE PUBLIC HEARING SLVREC FRANCHISE AGREEMENT

Trustee Zurn moved and Trustee DeLonga seconded to schedule the public hearing on the SLVREC Franchise Agreement for June 2, 2015. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE MAY 5, 2015 UNPAID BILLS REPORT

Trustee Zurn moved and Trustee McDonald seconded to approve the May 5, 2015 Unpaid Bills Report. The vote was unanimous. Mayor Grossman declared the motion carried.

MANAGER'S REPORT

No manager report items required board action. The report was received and filed. Trustee Kim inquired about budget materials regarding staff raises as requested. Manager Dooley was directed to present the information at the May 19, 2015 Work Session. Questions were asked and answered about the MidWest Mine buildings and scheduled for further discussion at the May 19, 2015 Work Session.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee Zurn moved and Trustee McDonald seconded that the meeting be adjourned at 7:04 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/
Randi Snead, City Clerk/Treasurer

CITY OF CREEDE; A COLORADO TOWN

Monthly Check Detail

May 2015

Type	Date	Num	Name	Memo	Amount
May 15					
Bill Pmt -C...	05/06/2015	8432	CIRSA	#W15203/Worker's Comp Payroll Audit	-808.00
Bill Pmt -C...	05/06/2015	8433	Heather W. Delonga	Recreation Program Instruction (15 hrs @ \$2...	-300.00
Bill Pmt -C...	05/06/2015	8434	Kentucky Belle Market	Apr Charges/Acct. #15 Tax Exempt	-47.09
Bill Pmt -C...	05/06/2015	8435	Quill Corporation	Office Supplies-Staples, labels	-61.01
Bill Pmt -C...	05/06/2015	8436	Valley Publishing	Legal #6234/PH Development Code	-24.00
Bill Pmt -C...	05/08/2015	8439	Creede Community Recreation	2015 Virginia Christensen Funding	-3,000.00
Bill Pmt -C...	05/08/2015	8440	Creede HistoricalSociety	2015 Virginia Christensen Funding	-4,500.00
Bill Pmt -C...	05/08/2015	8441	Creede Repertory Theatre	2015 Virginia Christensen Funding/Ruth Hum...	-4,635.00
Bill Pmt -C...	05/08/2015	8442	Days of '92	2015 Virginia Christensen Funding	-5,000.00
Bill Pmt -C...	05/08/2015	8443	Mineral County Fairgrounds Assoc...	2015 Virginia Christensen Funding	-10,000.00
Bill Pmt -C...	05/08/2015	8444	Creede Community Foundation	2015 Virginia Christensen Funding/Fireworks	-8,000.00
Bill Pmt -C...	05/08/2015	8445	Creede Community Foundation	2015 Virginia Christensen Funding/Main Street	-5,000.00
Liability Ch...	05/12/2015	AFL...	AFLAC	BJB74	-179.42
Liability Ch...	05/14/2015	8471	Colorado Department of Revenue	Garnishment	-72.95
Paycheck	05/15/2015	8451	Catherine Kim		-153.92
Paycheck	05/15/2015	8453	Donald L Braley		-612.03
Paycheck	05/15/2015	8454	Elizabeth R Zurn		-153.92
Paycheck	05/15/2015	8456	Eric R Grossman		-218.84
Paycheck	05/15/2015	8457	Heather DeLonga		-153.92
Paycheck	05/15/2015	8458	Mary E. McDonald		-153.92
Paycheck	05/15/2015	8459	Merolyn K Wyley		-153.92
Paycheck	05/15/2015	8462	Scott W Leggitt		-819.68
Paycheck	05/15/2015	8463	Teresa Wall		-153.92
Paycheck	05/15/2015	8450	Benjamin J Davis		-1,164.14
Paycheck	05/15/2015	8452	Clyde E Dooley		-1,547.29
Paycheck	05/15/2015	8455	Eloise T Hooper		-527.78
Paycheck	05/15/2015	8460	Randi L Snead		-1,105.36
Paycheck	05/15/2015	8461	Robert B Schlough		-1,114.24
Liability Ch...	05/15/2015	941-...	United States Treasury	84-6000575	-2,591.50
Liability Ch...	05/15/2015	CC...	GWRS (CCOERA)	98721-01/1220	-456.84
Bill Pmt -C...	05/15/2015	8470	VISA		-754.62
Liability Ch...	05/28/2015	941-...	United States Treasury	84-6000575	-2,295.12
Liability Ch...	05/28/2015	8480	CEBT	City of Creede, 32705SG	-3,236.80
Liability Ch...	05/28/2015	941-...	GWRS (CCOERA)	98721-01/1220	-437.22
Bill Pmt -C...	05/28/2015	8481	Bohannan Huston	PER Charges through 5/1/15	-11,760.00
Bill Pmt -C...	05/28/2015	8482	Downtown Colorado, Inc.	Community Assessment Payment #2 per Apr...	-5,000.00
Bill Pmt -C...	05/28/2015	8483	Heather W. Delonga	School Arts Instruction (7.5 hrs @ \$20/hour) ...	-171.84
Bill Pmt -C...	05/28/2015	8484	Heil Law and Planning, LLC	General Services Feb-Apr 2015	-2,130.00
Bill Pmt -C...	05/28/2015	8485	Mineral County Landfill	Public Works	-85.00
Bill Pmt -C...	05/28/2015	8486	SLVREC	Monthly Electric Charges	-1,220.00
Bill Pmt -C...	05/28/2015	8487	Valley Imaging Products, LLC	Monthly Service Agreement	-60.00
Bill Pmt -C...	05/28/2015	8488	Valley Publishing	Advertising	-85.40
Paycheck	05/29/2015	8473	Benjamin J Davis		-1,065.77
Paycheck	05/29/2015	8475	Donald L Braley		-857.32
Paycheck	05/29/2015	8478	Robert B Schlough		-1,020.58
Paycheck	05/29/2015	8479	Scott W Leggitt		-783.64
Paycheck	05/29/2015	8474	Clyde E Dooley		-1,547.30
Paycheck	05/29/2015	8476	Eloise T Hooper		-527.79
Paycheck	05/29/2015	8477	Randi L Snead		-1,105.36
					-86,852.45

May 15

8470	05/15/2015	VISA			
Rec	04/10/2015		Recreation Supplies		-17.98
Rec Supply	04/15/2015		Recreation Supplies		-6.31
42640	04/15/2015		Recreation Supplies		-20.69
rec supply	04/27/2015		Recreation Supplies		-200.28
Phone System	04/28/2015		Office Phone System		-389.09
Rec Supply	04/28/2015		Rec Supplies		-49.00
Rec Program	05/07/2015		Rec Supplies		-71.27
TOTAL					-754.62

Water and Sewer Fund Monthly Check Detail May 2015

Type	Date	Num	Name	Memo	Amount
May 15					
Bill Pmt -Check	05/06/2015	3024	Kentucky Belle Mar...	Apr Charges/#15 Tax Exempt	-80.79
Bill Pmt -Check	05/06/2015	3025	Sangre De Cristo L...	1666/BacT	-25.00
Bill Pmt -Check	05/15/2015	3035	VISA		-937.34
Check	05/15/2015	3034	City of Creede	VOID: Printed Over Check	0.00
Check	05/15/2015	WS0...	City of Creede	Xfer to Deposit Online GF Private Event Permit...	-50.00
Bill Pmt -Check	05/29/2015	3036	Accutest Mountain ...	Sewer Testing	-732.00
Bill Pmt -Check	05/29/2015	3037	City of Creede	May 2015 Salary Reimburse	-9,750.47
Bill Pmt -Check	05/29/2015	3038	Heil Law & Planning	City of Creede WS Legal Svcs Feb-Apr 2015	-2,230.00
Bill Pmt -Check	05/29/2015	3039	Sangre De Cristo L...	1666/BacT	-25.00
Bill Pmt -Check	05/29/2015	3040	SLVREC	May Electricity Charges	-2,811.00
					-16,641.60
May 15					
Bill Pmt -Check	3035	05/15/2015	VISA		
Bill	Phone System	04/28/2015		New Phone System	-389.09
Bill	600836	04/29/2015		Wastewater Testing Shipping	-83.75
Bill	774706	04/29/2015		Wastewater Testing Shipping	-40.42
Bill	UBS Postage	04/29/2015		UBS Billing Postage	-272.00
Bill	851442	05/04/2015		Sewer Testing	-58.19
Bill	51442	05/04/2015		Sewer Testing	-93.23
Bill	99697	04/23/2015		Water Testing Shipping	-0.66
TOTAL					-937.34

City of Creede, a Statutory Town
Liquor License Summary

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

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

Applicant: Creede Repertory Theatre

Current Licensee: Same.

Factual Findings:

- Time, date and type of events to be permitted:
 - *6/7/15, 12am-2am – CRT events
 - *6/13/15, 12am-2am – CRT events
 - *6/16/15, 12am-2am – CRT events
 - *6/19/15, 12am-2am – CRT events
 - *6/20/15, 12am-2am – CRT events
 - *6/23/15, 12am-2am – CRT events
 - *6/27/15, 12am-2am – CRT events
 - *7/1/15, 12am-2am – CRT events
- *These dates will only necessitate this special event should Arts License not yet be received.
- The premise for the event is the Ruth Humphreys Brown Theatre at 120 S Main Street.
- Applicant is a non-profit in good standing with the State of Colorado
- Applicant is eligible to apply for a Special Events Permit.
- The location is eligible to be licensed.
- The premises has been posted for an adequate amount of time.
- The Business Manager is Heather Pollack Green
- Character of the applicant is not an issue for this request.
- The clerk requests waiver of late application fee (\$50) and asks that all 8 events be considered for the amount if one application fee (\$100) in consideration of licensing delay at state.
- These Special Events are 6 through 13 out of 15 possible 2015 events.

Recommended Action

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

City of Creede, a Statutory Town
Liquor License Summary

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Type of Action Requested: Renewal of Arts Liquor License

Applicant: Creede Repertory Theatre (Mainstage License)

Current Licensee: Same.

Factual Findings:

- This entity has had no changes in officers or owners
- The Operating Manager is Catherine Augur (FYI, recently changed from Elizabeth Zurn. Arts Licenses are not required to file a Change Of Manager Request.)
- Business address is 124 North Main Street.
- The licensee has possession of the premises by ownership.
- The business is in good standing.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- The application for renewal was submitted in a timely manner.
- Min. Co. Sherriff's Office has had no issues with this license in the past year.

Recommended Action

Consider approval of application for Renewal from Creede Repertory Theatre of an Arts Liquor License

City of Creede, a Statutory Town
Liquor License Summary

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Type of Action Requested: Renewal of Hotel/Restaurant Liquor License

Applicant: Kip's Grill

Current Licensee: Same.

Factual Findings:

- This entity has changed liquor license possession from husband/wife partnership ownership to sole proprietorship per DR8177
- The owner is Kip Nagy.
- Business address is 101 E. 5th Street
- The licensee has possession of the premises by ownership.
- The business is in good standing.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- The application for renewal was submitted in a timely manner.
- Min. Co. Sherriff's Office has had no issues with this license in the past year.

Recommended Action

Consider approval of application for Renewal from Kip's Grill of a Hotel & Restaurant Liquor License.

City of Creede, a Statutory Town
Liquor License Summary

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Type of Action Requested: Renewal of 3.2% Off Premises Beer License

Applicant: Critter Creek Enterprises LLC d/b/a Kentucky Belle Market

Current Licensee: Same.

Factual Findings:

- This entity has had no changes in officers or owners
- The owner is Ron Fief.
- Business address is 103 W 2nd Street
- The licensee has possession of the premises by ownership.
- The business is in good standing.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- The application for renewal was submitted in a timely manner.
- Min. Co. Sherriff's Office has had no issues with this license in the past year.

Recommended Action

Consider approval of application for Renewal from Critter Creede Enterprises Inc of a 3.2% Off Premises Beer 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:
July 4 & 5, 2014, 9-6 PM
Days of '92 Mining Events Beer Garden
- The premise for the event is Basham Park Days of '92 Arena as shown on attached map including vendor area. Alcohol is controlled to the Basham Park Area. Applicant is applying for a concurrent Private Event Permit for permission to use the premises.
- 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 VanRy.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.

Recommended Action

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



PRIVATE EVENT PERMIT APPLICATION

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

Name: Creede Elks BPOE #506

Address: POB 117, Creede, CO

Business/Organization (if applicable): Same

Phone: 970-903-3068 Email: jimvanry@gmail.com

Description of Event: Fourth of July Mining Event Beer Garden

Date and Times of Set-Up: 7/3/15 3pm-5pm

Dates and Times of Event: 7/4 & 7/5/15, 9am-6pm

Dates and Times of Tear-Down: 4/5/15 6pm-7pm

Location of Event: Basham Park
(attach map if applicable)

Estimated Number of People Expected to Attend this Event: 1000

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

Applicant [Signature] Date 5-28-2015 City Clerk [Signature] Date 5/28/15

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] Date 5/28/2015

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>5/28/15</u>	Fee <u>\$50.00</u> Date Paid <u>5/29/15</u>
License Agreement Attached? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Proof of Insurance Attached? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Board of Trustees Meeting Date <u>6/2/15</u>	
Approved by Board of Trustees this <u>2</u> day of <u>June</u> , 20 <u>15</u>	
Attest: _____	City Clerk



Loma Ave

S Main St

GATE

GATE

BEER TRAILER

GATE

Actual Consumption Area

Control-Elks Staff, Fencing, & Gate

Total Special Event Premises

Loma Ave

W 3rd St

id St





PARADE PERMIT APPLICATION

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

Name: Leslie and Don Dustin

Address: PO Box 774, Creede, CO 81130

Business/Organization (if applicable): Snow Country Explorers snowmobile club

Phone: 719-658-0184 Email: dondustin1@aol.com

Parade Date: 9-6-2015 Parade Time (please allow for set-up and take-down): 8 a.m.-5 p.m.

Parade Route Begins: _____

Parade Route Ends: _____

Planned Road Closures: Block city street between Elk's Lodge and Centurytel phone building

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 200

Responsible Parties for Barricade Set-up & Removal: Bill & Nancy Blackford 719-658-0752

Name: Leslie and Don Dustin Phone: 719-658-0184 Name: Leslie and Don Dustin Phone: 719-658-0184

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

Applicant
Leslie Dustin 5-15-15
Date

City Clerk
[Signature]
Date

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 5/20/15
Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: [Signature] 5/21/15
Date

FOR ADMINISTRATIVE USE ONLY

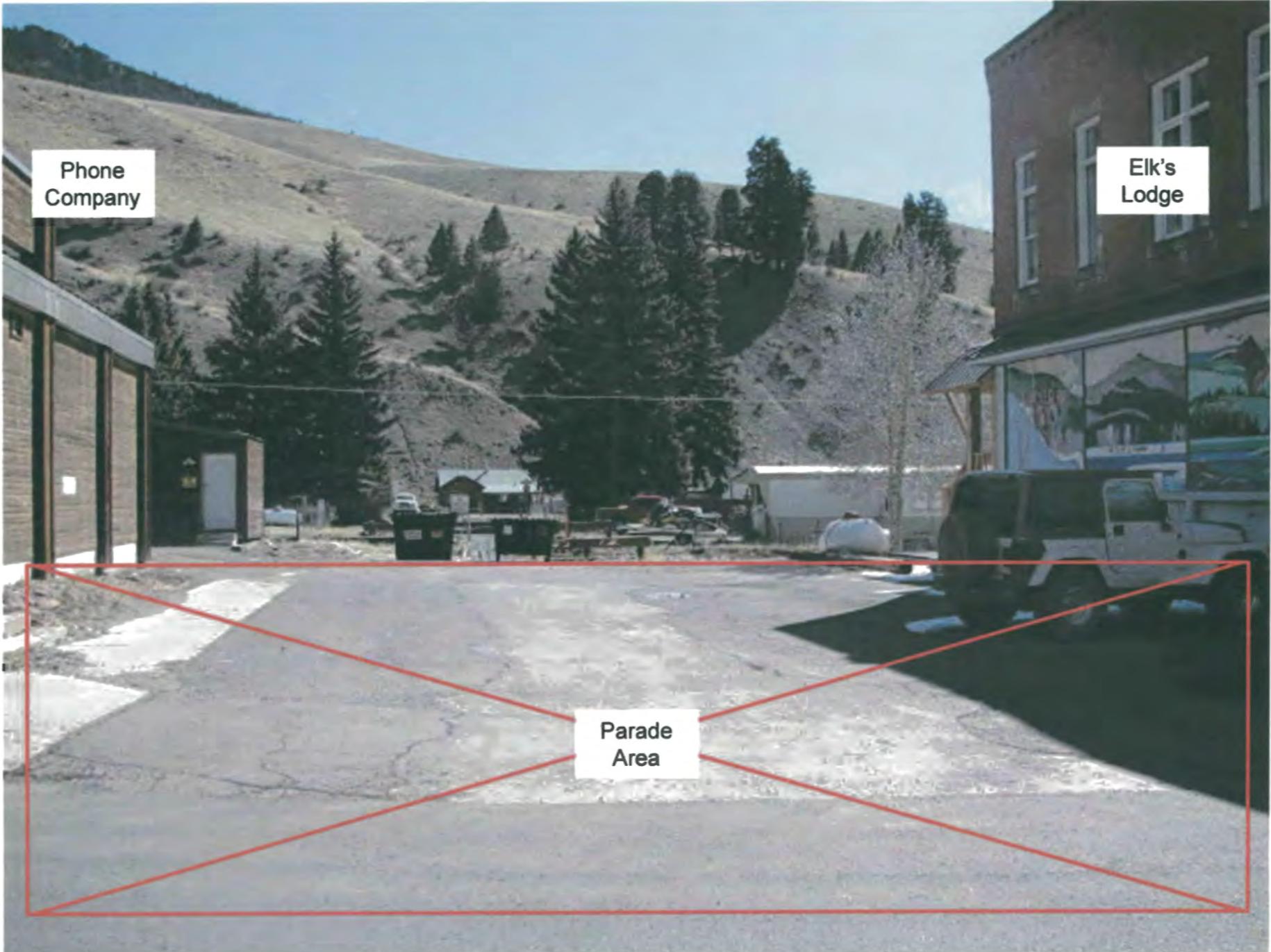
Application Received 5/22/15 Fee 25 Date Paid 5/20/15

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

Board of Trustees Meeting Date 6/2/15

Approved by Board of Trustees this 6th day of June, 20 15

Attest: _____ City Clerk



Phone
Company

Elk's
Lodge

Parade
Area



PRIVATE EVENT PERMIT APPLICATION

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

Name: Ed Vita

Address: P.O. BOX #247, Creede, CO 81130

Business/Organization (if applicable): Creede Farmers Market

Phone: 720-748-0733 Email: creede farmers market @ gmail. com

Description of Event: Farmer's Market, Public Market, Outdoor Market, Artisan Market,

Date and Times of Set-Up: 9AM thru 10AM every Saturday

Dates and Times of Event: 10AM thru 4pm every Saturday (Summer months)

Dates and Times of Tear-Down: 4pm thru 5pm every Saturday

Location of Event: 1st: Basham Park, 2nd: E-First Street near CenturyLink Building, 3rd: E-2nd Street near Ruth Theatre

Estimated Number of People Expected to Attend this Event: 20-40 approx

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] 05/27/15 Date

City Clerk [Signature] 5/29/15 Date

SHERIFF'S DEPARTMENT NOTIFICATION: _____ 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

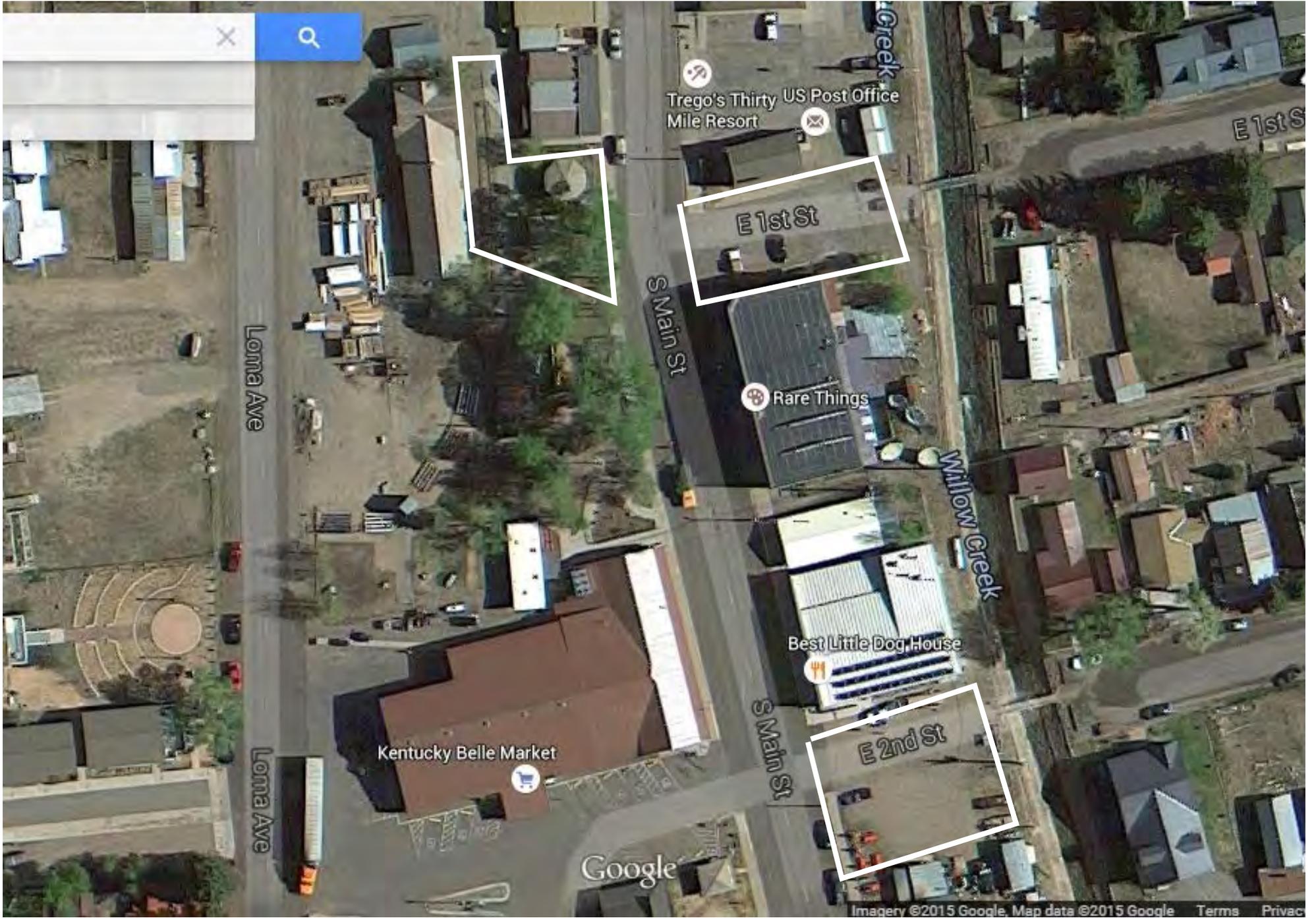
Application Received 5/29/15 Fee \$50.00 Date Paid _____

License Agreement Attached? Y [] N [X] Proof of Insurance Attached? Y [] N []

Board of Trustees Meeting Date 6/2/15 Approve contingent on receipt of insurance and fee.

Approved by Board of Trustees this 2 day of June, 20 15

Attest: _____ City Clerk



X Q

Trego's Thirty Mile Resort US Post Office

E 1st St

E 1st St

Loma Ave

S Main St

Rare Things

Willow Creek

Best Little Dog House

Loma Ave

Kentucky Belle Market

S Main St

E 2nd St

Google

Imagery ©2015 Google, Map data ©2015 Google Terms Privacy

Town Board of Trustees

June 2, 2015

Eloise Hooper

Renaissance Kids 4 youth making Mexican metal tooled pictures in honor of Cinco de Mayo and a layered salsa to eat with chips. The kids cut up the green onions, tomatoes, and avocados used in the salsa.

The end of school elementary program went well. Rec helped with costumes, props and paint for set pieces. The elementary art show was very well received. Each student had 2 pieces on display. The middle and high school art students also had their art on display, and there were many awards ribbons embellishing projects.

Rec Realm is now on the Town website. People can also link to it from Rec's Facebook page. I have added Monday night Game Night and a Willow Creek Camp (to be taught by Gwen and myself). Some workshops I have shortened so youth do not have to be committed to a five day workshop. I have also added a Basics of Studio Recording for teens and adults.

I had the Bouncer up over the Taste of Creede. Saturday was good. Cold but good. Sunday started off OK but then it sleeted. I couldn't let kids bounce when it was not only cold but very wet. David brought in towels so I could dry the inside. Just before I was finished, it started to sleet again and I called it quits. David helped me to get it down, folded up, and out of the way. Tuesday, Ben helped me bring it up to the City and on Thursday I was able to inflate it, dry it, disinfect it, refold, and wrap it up for storage before it started to rain again.

Building and Utility Permits Procedure City of Creede

1. Pick up building and utility permit (packet) from Town Hall at 2223 N. Main St., Creede CO, 81130.
 - a. Take note of regulations and requirements pertaining to the project.
 - b. Arrange for review with Land Use Manager and/or Building Official.

2. Prepare Site and Building Plans. Plans must be prepared in a graphic form in 1/8" or 1/4" scale. Construction drawings or plans must show all proposed work and details of compliance to Building Codes and Zoning Regulations. The plans and specifications must be of sufficient clarity to indicate the nature and extent of the proposed work or they will be returned to the applicant without review and no permit will be issued. A complete Site Plan must include Plot Plan, Foundation Plan, Floor Plan of level, Elevations (front, rear, and side views), cross sections, boundary sizes, set-backs, and details of Critical Connections (load bearing points). If you cannot draw up the plans or are not familiar with code requirements, please seek competent professional assistance before attempting to apply for a Building Permit. Repeated reviews for sufficiency may result in a fee.

3. Fill out Permit(s) completely.
 - a. Attach Site and building Plans.
 - b. It is the responsibility of the owner/contractor to provide proof of ownership and clearly mark all property boundaries, existing improvements and existing utility lines.
 - c. Complications with boundaries, right-of-ways and encroachments may require surveys or title searches as well as Board approval.
 - d. The Land Use Administrator or Building Official may require other data and information as needed.

4. Submit permits to City Manager at 2223 N. Main St. Creede CO 81130. All permits must include full payment for all applicable permits. No permits will be processed without full payment.
 - a. **Commercial building permit applications may be referred to the Planning and Zoning Commission for review if the Building Official/Inspector and City Manager feel the project requires a more thorough review process.**
 - b. Once the Site Plan is approved, All Building Permit fees AND Utility and Water Meter fees (if applicable) shall be paid prior to any construction.
 - c. Applications will be reviewed and approved or disapproved within thirty (30) working days from the date of application. No work shall be started until a valid permit is issued.
 - d. Any building permit amendments may require additional fees or an additional review process.

TO: Honorable Mayor Grossman and members of the Board of Trustees
FROM: Eric Heil, City Attorney
RE: Intergovernmental Water Service Agreement for Irrigation Water
DATE: May 28, 2015

Summary: An Intergovernmental Water Service Agreement for Irrigation Water ("Irrigation Water Agreement") is presented to the Board of Trustees for your consideration. The Irrigation Water Agreement is approved by adoption of Ordinance 386.

Background: The Irrigation Water Agreement is a follow-up to the Water Service Agreement for the new Creede School approved by the Board of Trustees last fall. The new School is located outside the municipal boundaries of the City of Creede. Pursuant to **Chapter 13 Municipal Utilities** of the Creede Municipal Code, a water service agreement must be approved to provide water service outside of the City boundaries. Due to the permanent nature of water service agreements and commitments particular attention was given to the terms of water service and this Irrigation Water Agreement.

Only a small percentage of domestic water use (i.e. indoor use) is considered by water law to be "consumed." In contrast, nearly all of outdoor irrigation water use is considered to be consumed. Therefore, the requisite water rights, and associated cost, to serve such additional water use are much greater for irrigation water. Due to the cost and need for further consideration on the best financial options for the School, the School and City only approved a Water Service Agreement for domestic, indoor use last fall.

Irrigation Water Agreement Terms: This Irrigation Water Agreement is based only on the areas identified for landscaping and is not anticipated to be sufficient to serve both the landscaping and future athletic fields. Due to the nature of water rights, its growing scarcity and what I see as trends in water agreements, this Irrigation Water Agreement is very specific to only permitting the quantity of water use as set forth in the Augmentation Certificate from the San Luis Valley Water Conservation District. The Irrigation Water Agreement requires to the School to install a separate water meter to measure irrigation and allocates the cost of maintenance, repair and replacement of the water meter to the School. The School is also required to pay the annual assessment fee for the Augmentation Certificate. The Augmentation Certificate is the name of the City of Creede because the City of Creede is the water provider.

The remainder of the Irrigation Water Agreement terms are the same as the Water Service Agreement approved for domestic water use last fall.

Thanks, Eric

Attachments: Ordinance No. 386

**ORDINANCE NO 386
CITY OF CREEDE, COLORADO**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL WATER
SERVICE AGREEMENT FOR IRRIGATION WATER WITH THE
CREEDE SCHOOL DISTRICT**

WHEREAS, the Creede School District has requested irrigation water service for a new School facility located outside the boundaries of the City of Creede and located within the Deep Creek Water and Sanitation District service boundaries; and

WHEREAS, the Deep Creek Water and Sanitation District, Creede School District and City of Creede have entered into an INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF WATER SERVICE TO CREEDE SCHOOL DISTRICT K-12 SCHOOL dated October 21, 2014, as approved by the City of Creede by Ordinance No. 383; and

WHEREAS, the Creede Municipal Code Section 13-3-30 states that no service of utility systems outside the City shall be permitted except pursuant to the terms of a written agreement with the City approved by the Board of Trustees; and

WHEREAS, the Board of Trustees of the City of Creede finds that the attached INTERGOVERNMENTAL WATER SERVICE AGREEMENT FOR IRRIGATION WATER (“Water Service Agreement”) with the Creede School District is in compliance with Chapter 13 Municipal Utilities of the Creede Municipal Code, provides essential water service to a valued and essential public facility that serves the Creede community, is determined to be fair and acceptable in its terms to the Board of Trustees, and shall support and advance 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:

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. Water Service Agreement Approved. The Water Service Agreement attached as **Exhibit A: Water Service Agreement** is hereby approved. The Mayor and Town Clerk are authorized to execute and attest the Water Service Agreement and to take such other actions as may be reasonably necessary to implement the actions in this Ordinance. The Mayor, Town Manager and Town Attorney may collectively review and correct typos, grammatical errors, cross-reference errors, and revisions that do not alter the substantive terms of the Water Service Agreement approved in this Ordinance.

Section 3. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Board of Trustees hereby declares that it would have passed this Ordinance

and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the City.

Section 4. Effective Date. This Ordinance shall take effect thirty days after the date of final passage.

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.

Section 6. Publication by Posting. The Town Clerk is ordered to publish this Ordinance by title only in the Mineral County Miner and by posting in the official designated places of posting notices along with a statement that a copy of the Ordinance in full is available for public inspection at the office of the Town Clerk during normal business hours.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING on June 2, 2015.

By: _____
Eric Grossman, Mayor

Attest: _____
Randi Snead, Town Clerk

APPROVED AS TO FORM:

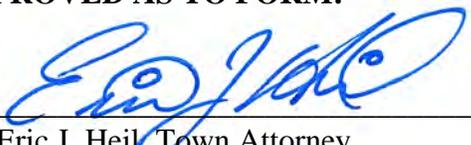
By:  _____
Eric J. Heil, Town Attorney

EXHIBIT A: WATER SERVICE AGREEMENT

INTERGOVERNMENTAL WATER SERVICE AGREEMENT FOR IRRIGATION WATER

THIS INTERGOVERNMENTAL WATER SERVICE AGREEMENT FOR IRRIGATION WATER (“Agreement”) is made and entered into on June 2, 2015, by and between the CITY OF CREEDE, a statutory town of the State of Colorado (“City”), and the CREEDE SCHOOL DISTRICT, of the State of Colorado (“School”) (individually referred to as a “Party” and collectively as “Parties”).

WHEREAS, the School has acquired Tract 2, Navajo Development School Parcel Division, Mineral County, Colorado, according to the plat recorded on August 8, 2013 at Reception No. 68294 (“Property”) and is constructing a new school facility to serve the community; and

WHEREAS, the City and School previously entered into an Intergovernmental Water Service Agreement on October 22, 2014, that by its express terms did not include water service for irrigation and required the City and School to enter into a separate agreement for irrigation water; and

WHEREAS, the School has requested water service for irrigation water from the City to serve a portion of the Property, including primarily the landscaping and not including future planned athletic fields; and

WHEREAS, the Parties desire to enter into an agreement under which the City will provide the School with irrigation water in accordance with the terms of this Agreement; and

WHEREAS, the San Luis Valley Water Conservancy District has approved an Agreement and Augmentation Certificate, Certificate No. 827, (“Certificate”) that dedicates 1.3912 acre-feet per year of consumptive water use which Certificate has been paid for by the School in satisfaction of the City’s requirement to dedicate sufficient and adequate water rights for the requested irrigation water use; and

WHEREAS, this IGA is authorized pursuant to §29-1-201 and §30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution; and

WHEREAS, the Property is located within the Deep Creek Water and Sanitation District (“DCWSD”) and DCWSD has provided consent to the City to provide water service within its jurisdiction to the Property; and

WHEREAS, the Parties have entered into this Agreement in order to ensure that the City continues to supply irrigation water and to ensure that the City and School participate equitably in the future needs to increase, expand, replace, and/or other Capital Improvement Projects involving supplying the School with their water needs; and

WHEREAS, the Parties have determined that this Agreement serves a public use and promotes the health, safety and general welfare of both the City and the School.

EXHIBIT A: WATER SERVICE AGREEMENT

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties, the performance of promises contained herein and other good and valuable consideration, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1. Definitions. The following definitions shall apply throughout this Agreement.

- (a) **“Domestic Water”** means indoor water use with a return flow to the Creede wastewater system (thru the Deep Creek District).
- (b) **“Equivalent Residential Unit”** or **“EQR”** means for purposes of this Agreement, EQR as defined in the Municipal Utility Regulations, as the same may be amended from time to time.
- (c) **“Inspector”** shall mean the City Manager, Public Works Director, Engineer, agent, officers, and employees of the City or other person so designated by the City Manager to perform inspections pursuant to this Agreement and pursuant to Chapter 13 Municipal Utilities of the City of Creede Municipal Code.
- (d) **“Irrigation Water”** shall mean outdoor water use that does not return to the Creede wastewater system.
- (e) **“Municipal Utility Regulations”** means the Municipal Utility regulations adopted in Chapter 13 of the Creede Municipal Code, as the same may be amended from time to time.
- (f) **“Property”** means Tract 2, Navajo Development School Parcel Division, Mineral County, Colorado as described in the first recital above and also described as a tract of land located in the SE $\frac{1}{4}$ of Section 1, Township 41 North, Range 1 West, N.M.P.M., Mineral County, Colorado, being more particularly described by metes and bounds as follows: Beginning at the SE corner of the tract herein described, whence the SE corner of said Section 1, a 1940 G.L.O. brass cap, bears S01°05'44”W a distance of 854.78 feet; thence S79°41'03”W a distance of 934.00 feet to the SW corner of the tract herein described; thence N01°05'44” E, along a line parallel with the East line of the said SE $\frac{1}{4}$ of said Section 1, a distance of 714.12 feet to the NW corner of the tract herein described; thence N79°41'03”E a distance of 934.00 feet to the NE corner of the tract herein described; thence S01°05'44”W, along the East line of the said SE $\frac{1}{4}$ of Section 1, a distance of 714.12 feet to the place of beginning, containing 15.01 acres more or less, as is generally depicted on **Exhibit A: School Site**.

ARTICLE II TERM

2.1. Term. This Agreement shall remain in full force and effect in perpetuity unless and until terminated by either Party, as provided herein. Notwithstanding anything herein to the

EXHIBIT A: WATER SERVICE AGREEMENT

contrary, the School's obligations under this Agreement are subject to and contingent upon funds for that purpose being budgeted, appropriated and otherwise made available by the School. If the School is at any time unable or unwilling to appropriate the funds required to satisfy its obligations under this Agreement, for whatever reason, this Agreement shall terminate as of the end of the then current fiscal year without further action of any party. The School will notify the City prior to the end of the then-current fiscal year in the event of such non-appropriation. Either party may terminate this Agreement if there is a material breach of this Agreement that is not cured in accordance with the provisions of Section 6.10. Notwithstanding the above, the City may terminate this Agreement if:

- (a) the School is at any time dissolved or fails to maintain its legal status as a school district under the laws of the State; or,
- (b) the Property is conveyed, in whole or part, to any other party, without the prior consent of the City to assignment of this Agreement; or,
- (c) the School ceases to operate a public school on the Property for a period of more than one year.

2.2. Purposes and Interpretation. The purposes of this Agreement is to provide water service to the Property in accordance with the terms of this Agreement and the Municipal Utility Regulations related to water service. The express terms of this Agreement shall control. Where specific terms concerning water service are not stated, the Municipal Utility Regulations shall apply.

ARTICLE III WATER SERVICE

3.1. Irrigation Water Service. Upon full and timely satisfaction of all requirements of this Agreement by the School, the City will provide Irrigation Water service to the Property for use and in the quantity specified in this Agreement. The initial proposed area for landscaping and irrigation is as depicted in **Exhibit B: Landscaping Plan**; however, the School may use the Irrigation Water set forth in this Agreement for any outdoor irrigation water purpose in its discretion provided that the quantity of irrigation water used does not exceed the quantity permitted in the Certificate. Nothing in this paragraph shall prohibit the City from adopting regulations not inconsistent herewith, dealing with any aspect of water delivery and water service, as more fully described elsewhere in this Agreement. The School agrees to conform to the provisions of the Chapter 13 Municipal Utilities of the Creede Municipal Code.

3.2. City Operations. The City will operate their Water Supply Facilities and distribution lines in conformity with applicable Federal, State and local laws, rules and regulations. Within such requirements, the City shall retain full discretion to determine the method and manner of its operations. The City may not interrupt Irrigation Water service to the School unless ordered to do so by the Colorado Department of Public Health and Environment or unless required under applicable Federal or State regulations.

EXHIBIT A: WATER SERVICE AGREEMENT

Notwithstanding the foregoing, the City may temporarily interrupt Irrigation Water service due to system breaks, repairs, maintenance, and emergency circumstances.

- 3.3. Applicable Law.** In the event of any conflict between the City's regulations pertaining to the operation and maintenance of their Water Supply Facilities and/or distribution lines and applicable Federal and State laws, rules or regulations, the more stringent laws, rules or regulations shall apply.
- 3.4. Testing.** The City may perform water quality and/or quantity tests on any of the supply lines at any time.
- 3.5. No Unauthorized Users.** The School will prevent any and all unauthorized users and unlawful connections at all times during the term of this Agreement.

ARTICLE IV WATER SYSTEM IMPROVEMENTS

- 4.1. Irrigation Water Meter.** The School, at School expense, shall install an Irrigation Water meter on the School property with a shut-off valve inside the school's mechanical room. The location and design of the Irrigation Water meter shall be subject to prior review and approval of the City.
- 4.2. Inspection Fees.** Fees for inspection of the Irrigation Water meter installation (including inspections of corrective work during the warranty period) shall be paid by the School within sixty (60) days after delivery of written invoice for such fees to cover the cost of inspections by the City. The fees, if any, will be based on direct (out-of-pocket) costs of the City.
- 4.3. Improvement Ownership and Responsibility.** The maintenance, repair and replacement of the Irrigation Water meter shall remain the responsibility of the School.
- 4.4. Non-Liability of Town; Indemnification.** The City shall not, nor shall any officer, agent, or employee thereof, be liable or responsible for any accident, loss or damage related to the construction and installation of the Irrigation Water meter or other improvements specified in this Agreement, nor shall the City, nor any officer, agent or employee thereof, be liable for any persons or property injured by reason of the nature of constructing and installing the Irrigation Water meter. To the extent permitted by law, School hereby agrees to indemnify and hold harmless the City, and any of its officers, agents and employees against any losses, claims, damages or liabilities to which the City or any of its officers, agents or employees may become subject, because of any losses, claims, damages or liabilities (or actions in respect thereof) that arise out of, or are based upon, any acts or omissions in the performance of the obligations of School, as hereinbefore stated.

EXHIBIT A: WATER SERVICE AGREEMENT

ARTICLE V FEES

- 5.1. Fees.** Based upon the projected water usage as represented by the School and as consideration for the provision of Irrigation Water service, the fees set forth in this Article V shall apply to School. The School agrees that the billing and collection procedures, authority and policy set forth in the Municipal Utility Regulations, including but not limited to the ability to attach a lien on the Property, shall apply to all the fees and any other amounts due in accordance with this Agreement or the Municipal Utility Regulations.
- 5.2. Connection Fees.** The School shall pay all connection fees prior to connecting to the City's water distribution and/or the wastewater collection system of Deep Creek Water and Sanitation District in the Municipal Utility Regulations and the Intergovernmental Agreement with the Deep Creek Water and Sanitation District. The Connection Fees shall include the following:
- (a) **Irrigation Water System Development Fee.** The School shall pay a one-time Irrigation Water System Development Fee of \$2,750.00 per EQR (9.13).
 - (b) **Irrigation Water Tap Fee.** The School shall pay a one-time tap inspection fee of \$250.00.
 - (c) **Irrigation Water Right Certificate.** The School is satisfying the requirement to convey sufficient and adequate water rights to the City by and through the purchase of the Certificate from the San Luis Valley Water Conservancy District that dedicates 1.3912 acre-feet per year of consumptive water use, which is attached to this Agreement as **Exhibit C: Augmentation Certificate**. The amount of water consumption provided in the Certificate is estimated to serve approximately 0.79 acres. The School has not purchased water right certificates for its planned future needs calculated for 2.34 acres (which is primarily the estimated size of future athletic fields). The amount of Irrigation Water use and times of Irrigation Water use provided by this Agreement shall be limited by the amount of water use permitted in the Certificate.
 - (d) **Annual Assessment for the Certificate.** The City shall bill the School and the School agrees to pay the annual assessment fee associated with the Certificate. Payment of the annual assessment shall be in accordance with other billing and payment procedures and policies set forth in or referenced in this Agreement. The pro-rated 2015 Annual Assessment is \$325.00, which is 50% of the \$650.00 annual assessment. Commencing in 2016 the planned annual assessment fee will be \$650.00. The annual assessment is subject to change in accordance with the policies of the San Luis Valley Water Conservancy District.

EXHIBIT A: WATER SERVICE AGREEMENT

- (e) **Water Meter Assemblies.** The School shall pay for and construct a meter station containing separate water meters and pressure reducing valves for the Irrigation Water lines in accordance with plans and specifications approved by the City Engineer.

5.3. User Fees.

- (a) **Irrigation Water Use.** The School shall be billed monthly at the City's out-of-town metered rate of 1.5 times the rate for users within the City, as set forth in the Municipal Utility Regulations, unless and until the Property is annexed into the City, and then the School shall be billed at the same rate as users within the City. The rates may be amended from time to time by the City, provided that the Irrigation Water Use rate for the School shall not exceed 1.5 times the rate for users within the City.

ARTICLE VI MISCELLANEOUS

- 6.1. **No Assignment.** This Agreement may not be assigned by the School without the prior written consent of the City, which consent shall not be unreasonably withheld.
- 6.2. **Relationship of Parties.** This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners or employer-employee between the Parties.
- 6.3. **Modification.** This Agreement may be modified, amended, changed or terminated, except as otherwise provided herein, in whole or in part, only by an Agreement in writing duly authorized and executed by both Parties.
- 6.4. **Waiver.** The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach by the other Party of the same or another provision of this Agreement.
- 6.5. **Integration.** This Agreement contains the entire Agreement between the Parties and no statement, promise or inducement made by either Party or the agent of either Party that is not contained in this Agreement shall be valid or binding.
- 6.6. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provision of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.
- 6.7. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and the Parties agree that the venue and jurisdiction over any claim arising from this Agreement shall lie in the District Court of Mineral County.

EXHIBIT A: WATER SERVICE AGREEMENT

- 6.8. Headings for Convenience Only.** The headings and captions contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any of the provisions of this Agreement.
- 6.9. Government Authority.** The Parties shall comply with any and all valid Federal, State or local laws or regulations covering the subject of this Agreement and any and all valid orders, regulations or licenses issued pursuant to any Federal, State or local law or regulation governing the subject of this Agreement.
- 6.10. Default and Remedies.** If either Party believes the other is in default hereunder, a written notice specifying the default shall be sent from the non-defaulting Party to the defaulting Party and the defaulting Party shall have thirty (30) days from the date the notice is mailed to respond to the default and ninety (90) days to cure the default, unless the Parties agree in writing to a different cure period under the circumstances then existing. The non-defaulting Party shall be entitled to all remedies permitted at law or in equity.
- 6.11. Costs and Attorney's Fees.** In the event of litigation arising out of this Agreement or an alleged default hereunder, in addition to any other remedies, each Party shall be responsible for its own attorney fees.
- 6.12. Non-Liability of City for Indirect or Consequential Damages or Lost Profits.** The Parties agree that the City shall not be liable for indirect or consequential damages, including lost profits, which result or arise from the City's declaration that School is in default of the Agreement, so long as the City acts in good faith.
- 6.13. Force Majeure.** Performance of this Agreement shall be delayed or excused to the extent that Acts of God, labor or material shortages, strikes, wars, insurrections or other circumstances beyond the control of the parties, including but not limited to adverse public finance market conditions or the inability of the Parties to secure State or other available grant monies, either delay or prevent performance hereof.
- 6.14. Notice.** Notices under this Agreement shall be by certified, return receipt requested mail and shall be effective and deemed received two (2) business days after deposit in the U.S. Mails. Notices shall be as follows:
- If to the City: City of Creede
 Attn: City Manager
 P.O. Box 457
 Creede, Colorado 81130
- If to the School: Creede Superintendent
 Attn: Superintendent
 PO Box 429
 Creede, Colorado 81130
- 6.15. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive or otherwise limit any and all defenses available to the Parties pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.

EXHIBIT A: WATER SERVICE AGREEMENT

6.16. **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relation with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the School. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

6.17. **Counterparts; Electronic.** This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. An electronic copy of this Agreement executed by one of the Parties hereto will be accepted as a copy of this Agreement originally executed by such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written, with an effective date of June 2, 2015.

CITY OF CREEDE, COLORADO,
a Municipal Corporation of the State of Colorado

By: _____
Mayor, Eric Grossman

Attest: _____
Randi Snead, City Clerk

CREEDE SCHOOL DISTRICT

By: _____
Buck Stroh, Superintendent

Attest: _____
_____, Secretary



IRRIGATED AREA, 34,255 SF = .79 ACRES
 FUTURE IRRIGATED AREA, 107,800 SF = 2.44 ACRES

PROJECT NO. 2716 DATE 2/16/2015 10:58:11 AM	OVERALL LANDSCAPE PLAN
2716	L2.03

Creede K-12 School
 Creede School District
 450 Corsair Drive Creede, CO 81130



**SAN LUIS VALLEY WATER CONSERVANCY DISTRICT
AGREEMENT AND AUGMENTATION CERTIFICATE**

Certificate No: **827**

Amount of Water Dedicated: **1.3912** acre-feet per year

THIS AGREEMENT AND AUGMENTATION CERTIFICATE (hereinafter "Certificate") is hereby entered into between the San Luis Valley Water Conservancy District (hereinafter "District"), whose address is 623 Fourth Street, Alamosa, Colorado 81101 and telephone number is (719)-589-2230, and the following identified party (hereinafter "Participant"):

Name:	City of Creede, Colorado
Address (Mailing):	Attention: City Manager City of Creede 2223 N. Main Street P.O. Box 457 Creede, CO 81130
Telephone Number:	719-658-2276
Property Description:	The property that will be irrigated and for which this augmentation water is used are sports and playing fields and landscaping at the Creede High School, which is located on a tract of land in the SE1/4 of Section 1, Township 41 North, Range 1 West, N.M.P.M., Mineral County, Colorado, and further described in EXHIBIT 1, attached hereto and made a part hereof.

The Certificate is effective on the date of Approval by the Division Engineer, Water Division 3, Colorado Division of Water Resources.

TERMS AND CONDITIONS OF CERTIFICATE

1. No Ownership of Augmentation Water. The augmentation water delivered by the District for the Participant's benefit, as well as all water rights from which the District's augmentation water is derived, remains solely and completely subject to the District's ownership and control and the Participants hold no legal or equitable interest in the District's water or water rights.
2. Augmented Structures: The structures for which this augmentation water will apply are:

Well Permit Number 046924F / 61905F
Location: SE¹/₄, SW¹/₄ Section 6, T41N, R1E, NMPM

Well Permit Number 046925F / 61906F
Location: SE¹/₄, SW¹/₄ Section 6, T41N, R1E, NMPM

3. Amount of Water, Purposes and Delivery Location: The District agrees to deliver for the Participant's benefit 1.3912 acre-feet of augmentation water annually, in compliance with the terms and conditions of the District's Decrees and in coordination with the Division Engineer. The delivery shall replace river and out-of-priority depletions caused by the Participant's use of water of water through the Participant's Augmented Structures, as described in this Certificate.

3.1. 1.3912 acre-feet will be released from the District's augmentation water supply in Rio Grande Reservoir or delivered from other sources available to the District under its decrees, in coordination with the Division Engineer;

3.2. Of the amount set forth above in paragraph 4.1, 0.0696 acre-feet represent an assessment of a five percent (5%) river conveyance loss;

3.3 Of the amount set forth above in paragraph 4.1, 1.3217 acre-feet will be available to replace out-of-priority depletions as detailed in EXHIBIT 2 , attached hereto and made a part hereof. The augmentation water is to be used to offset the depletions caused by the outside irrigation of 0.79 acres or 34,412 square feet of outside sports and playing fields associated with the Creede High School, Mineral County, Colorado, as depicted in EXHIBIT 3, attached hereto and made a part hereof.

4. Sources of Augmentation Water. The District may utilize any source of augmentation water available pursuant to and in accordance with the terms and conditions of the District's Decrees issued by the Water Court, Water Division No. 3, and the approval of the Division Engineer. The District has decreed augmentation supplies that are legally sufficient to cover both its existing augmentation obligations and its obligations under this Certificate.

5. Proof of Ownership. The Participant has provided the District with proof of ownership or the right to use the Augmented Structure.

6. Fees and Charges: The Participant shall pay to the District at the time of execution of this Certificate:

6.1. A one-time Processing Fee in the amount of four hundred dollars (\$400.00).

6.2. The cost of the augmentation water is (1.3912 X \$20,000.00 per acre-foot) or twenty-seven thousand eight hundred and twenty-five dollars (\$27,825.00).

6.3 A pro-rated 2015 Annual Assessment of three-hundred and twenty five dollars (\$325.00) which is 50% of \$650.00 annual assessment for 2015 (see paragraph 6.5 below).

6.4 The total amount the Participant shall pay on execution of this document is twenty-eight thousand and five hundred and fifty dollars (\$28,550.00).

6.5 The Participant acknowledges and agrees to pay the District's Annual Assessment commencing in 2016 at the prevailing rate of $\$300.00 + (250.00 \times 1.3912) = \650.00 . The Annual Assessment is based upon the number of acre-feet available to the Participants regardless of whether the Participants' uses the entire amount in a given year. The Annual Assessment is subject to change in accordance with the District's Rules and Regulations.

7. Termination of Certificate. The District shall impose the following penalties at any time the Participant is delinquent in making any payment due under this Certificate, including the Annual Operating Assessment, for a period of two (2) years from the date the payment was due:

7.1. As provided in Colorado Revised Statute § 37-45-134(1)(b), “withhold the delivery of water” for augmentation of the out-of-priority depletions caused by the withdrawal or diversion of water through the Augmented Structure;

7.2. As provided in Colorado Revised Statute § 37-45-134(1)(c) “provide for and declare forfeitures of rights to the use of [augmentation] water upon default or failure to comply with any order, contract, or agreement for the purchase, lease, or use of [augmentation] water:”

7.3. Upon imposition of the penalties set forth in sections 8.1 and 8.2 above, the District shall notify the Division Engineer that it will no longer provide augmentation water to replace the out-of-priority depletions caused by the withdrawal or diversion of water through the Augmented Structure and that this Certificate has been forfeited;

7.4. All fees or charges previously paid under this Certificate are non-refundable; and

7.5. The District will not issue a new Certificate for any structure on the real property described above until all past due payments, including interest, are paid in full.

8. Required Documents. The Participant shall enter into an Intergovernmental Agreement for Irrigation Water Service substantially and materially in the form attached hereto as Exhibit 4.

9. Measurements: A Totalizing Flow Meter shall be installed on the Augmented Structures with Well Permits # _____ and # _____. Water pumped from the wells will be metered and reported on an annual basis as of October 31, to the Division Engineer, Division 3, Colorado Division of Water Resources, and the District.

10. Right to Inspect. The District has the right to enter and inspect the property to insure that the Participant is in compliance with the terms and conditions of this Certificate.

11. Limitations on Augmentation Supply. The Participant acknowledges that the yields derived from the District’s water rights are inherently variable and the availability of water to those water rights is subject to natural forces and Colorado law. The Participant acknowledges that in periods of extreme drought, in emergency events, or at other times of shortage of supply, the District may be required to impose rationing or otherwise limit deliveries of its augmentation water on a pro-rata basis among all participants in the District’s Augmentation Program.

12. Quantity of Water. The District assumes no obligation to provide augmentation water other than the amount expressly set forth in this Certificate. The amount of augmentation water necessary to cover the depletions from the Augmented Structure is subject to the standards and determination of the Colorado Division of Water Resources. If there is an increase in the amount of water consumed by the Participant, or a change in the amount of augmentation water necessary to replace Participant’s out-of-priority depletions, then the Participant shall purchase the right to use additional augmentation water from the District (if the District can physically and lawfully provide such augmentation water). The Participant shall pay the District the then prevailing rate for the use of additional augmentation water, or provide such other compensation as the District and the Participant may agree.

13. Water Quality. The District does not warrant and makes no representations regarding the quality of its augmentation water for any type of human, animal or plant consumption. Nor does the District warrant or make any representations regarding the quality of the water withdrawn or diverted through the Augmented Structure for the beneficial purposes for which the water is used.

14. Use for Other Purposes Prohibited. The District's delivery of augmentation water to augment the out-of-priority depletions caused by the withdrawal or diversion of water through the Augmented Structures shall only be made pursuant to the terms of this Certificate, the District's Augmentation Program and/or any substitute water supply plans, or replacement plans held by the District, and may not be used, included within, or used as part of any other augmentation plans, substitute water supply plans, replacement plans, or any other plans, decrees or judgments or administrative approvals.

15. Not a Public Water System. By providing its augmentation water through its Augmentation Program and pursuant to this Certificate, the District is neither operating a "public water system," a community water system," or a "non-community water system" as those terms are defined in the Safe Drinking Water Act, 42 U.S.C. §§ 300f – 300j-26, that the District is not a provider of drinking water within the meaning of the Safe Water Drinking Act, and that the District has no responsibilities to the Participants, their heirs, successors or assigns under the Safe Water Drinking Act. The District has no obligation to the Participant, its successors or assigns under the Colorado Drinking Water Quality statute, C.R.S. § 25-1-107(x), or under the Colorado Primary Drinking Water Regulations, 5 CCR 1003-1.

16. Attachment to Property. This Certificate shall encumber, attach to, and run with the real property described above.

17. Binding Effect. This Certificate shall bind and benefit the Participant's beneficiaries, successors, and assigns.

18. Assignment. This Certificate may be assigned, and the District will approve the assignment, only upon completion of the following terms and conditions:

18.1. The Participant shall submit to the District an "Assignment and Acceptance of Assignment," provided by the District and executed by the Participant and the Assignee;

18.2. The Participant must be in compliance with all terms and conditions of this Certificate;

18.3. All outstanding fees and assessments must be paid in full;

18.4. Payment of a Processing Fee to the District for its review and approval of any requested assignment;

18.5. Any transfer or assignment of this Certificate without the District's express written consent is void and the named assignee shall not have any rights or benefits derived from the Certificate; and

18.6. Until the assignment is approved by the District, the Participant shall remain liable for all fees and assessments that accrue under this Certificate.

19. Recording. The District may record this Certificate in the county in which the real property described above is located.

20. District Rules and Regulations. This Certificate is subject to all rules and regulations that may be adopted from time to time by the District concerning its Augmentation Program and the ownership, management, control, delivery, use, and distribution of its augmentation water. The District's current Rules and Regulations are incorporated herein and are made a part of this Certificate by reference. A copy of the District's Rules and Regulations are available for review and copying at the District's office located at the address set forth at the beginning of this Certificate.

21. Strict Observation of Terms. The failure of either the District or Participant to insist in one or more cases upon the strict observation of any of the terms of this Certificate shall not be considered as a waiver or relinquishment in the future of any of the terms and conditions of this Certificate.

22. Unenforceable Provisions. If any provision of this Certificate is determined to be unenforceable or invalid, the remainder of this Certificate shall remain in full force and effect to the extent practicable, unless the District and Participant agree otherwise in writing.

23. Captions. The captions of this Certificate are for convenience of reference only, are not part of this Certificate, and do not define or limit any of the terms of this Certificate. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa.

24. Entire Agreement. No representations, warranties, or agreements have been made by the District or the Participant to one another with respect to this Certificate except those contained herein.

25. Governing Law. This Certificate is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue for any action arising out of this Certificate is proper only in the District Court of Alamosa County, State of Colorado.

THIS SPACE LEFT BLANK INTENTIONALLY

PARTICIPANT:

By: _____
Clyde Dooley, Manager, City of Creede

STATE OF COLORADO)
) ss.
COUNTY OF MINERAL)

The foregoing instrument was acknowledged before me this ____ Day of _____, 2015,
by Clyde Dooley, Manager, City of Creede.

Witness my hand and official seal.

My commission expires: _____

Notary Public

**SAN LUIS VALLEY WATER
CONSERVANCY DISTRICT**

By: _____
Michael H. Gibson, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this ____ Day of _____, 2015,
by Michael H. Gibson, Manager, San Luis Valley Water Conservancy District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Reviewed by: _____ Date: _____, 2015
Board Member

Division Engineer's Approval

The Water Division No. 3 hereby approves this Agreement and Augmentation Certificate and states that as of the date of entry of the Agreement and Augmentation Certificate, the amount of augmentation water provided for by this Agreement and Augmentation Certificate is sufficient to augment the out-of-priority diversions of the Participants. The augmentation of the Participants' uses is subject to the foregoing additional conditions:

Not applicable: _____.

Additional Conditions: _____

By: _____
Craig Cotten
Division Engineer
Water Division III

Date: _____ 2015

**CREEDE HIGH SCHOOL PROPERTY DESCRIPTION
CREEDE, MINERAL COUNTY, COLORADO**

A tract of land located in the SE1/4 of Section 1, Township 41 North, Range 1 West, N.M.P.M., Mineral County, Colorado, being more particularly described by metes and bounds as follows: Beginning at the SE corner of the tract herein described, whence the SE corner of said Section 1, a 1940 G.L.O. brass cap, bears S01°05'44"W a distance of 854.78 feet; thence S79°41'03"W a distance of 934 feet to the SW corner of the tract herein described; thence N01°05'44"E, along a line parallel with the East line of the said SE1/4, of said Section 1, a distance of 714.12 feet to the NW corner of the tract herein described; thence N79°41'03"E a distance of 934 feet to the NE corner of the tract herein described; thence S01°05'44"W, along the East line of the said SE1/4 of Section 1, a distance of 714.12 feet to the place of beginning.

AND

Including an easement for ingress and egress and public utilities which easement is a 60 foot wide strip of land parallel to and adjacent with the South line of the foregoing described tract.

//

Manager's Report

To: Mayor and Board of Trustees
Date: June 2, 2015
From: Clyde Dooley

Franchise Agreement – Administrative Direction

We had a public hearing set for tonight to consider the new Franchise Agreement with San Luis Valley Rural Electric Cooperative, but the process needs to be revised because of some statute requirements specific to franchise agreements.

Our current agreement was approved by Ordinance No. 276 on July 5th, 1990. That agreement was for a term of 25 years so is set to expire on July 5th 2015. The revised process will push approval of the new franchise agreement to our August 4th meeting.

Meantime, I recommend the Trustees make a motion to approve extending the current franchise agreement with San Luis Valley Rural Electric Cooperative for one month.

Re-allocation of General Fund expense – Administrative Direction

At our work session last month the Trustees discussed re-allocating the expenses for code enforcement to the salaries of the City Manager and City Clerk. With your approval the \$10,000 will be equally allocated to the administrative staff beginning with the June 15, 2015 pay period. Taking taxes and social security into consideration the net pay increase will be \$4,506.50 for each position.

Brownfields Grant – FYI

A **huge congratulations** goes out to Gwen as she was notified last Wednesday that Willow Creek Restoration was awarded a two hundred (\$200,000) dollar grant for improving the floodplain on the south end of town. You should have seen her dancing in the parking lot Ü.

Asphalt Constructors – FYI

We approved and appropriated \$75,000 for capital improvements in our 2015 proposed budget and in January revised it to \$100,000 with the addition of the preliminary engineering report for the flume.

One of the expenses anticipated was the crack filling our pavement needs. The estimate received from Asphalt Constructors is between \$6,000 - \$8,000 plus a cost of \$500 per day for mobilization. Todd (owner) anticipates the project to be one or two days. We're trying to coordinate this with some work the Kentucky Belle needs and hopefully save some money.

RMMP Construction Inc. – FYI

Seime Park has been in need of some new trees for some time and Avery brought in a couple quotes from RMMP Construction Inc. The quotes were approximately \$3,400 and \$3,000 respectively and Avery recommended the less of the two. As mentioned above, this easily fits into what was approved and appropriated in our capital improvements fund. The improvement to the park will include five new aspen trees.

CIRSA Statement – FYI

Attached is the statement CIRSA will print in their annual report for our improvements in our Property/Casualty and Worker's Compensation scores.

Creede USFS Trees – FYI

The two large trees in front of our local Forest Service office were successfully removed last month for liability reasons. As you can see from attached notes, everything went well and they intend to carve the two remaining stumps.

USDA Housing Preservation Grant program – FYI

Attached is a letter we received from the United States Department of Agriculture Rural Housing Service regarding the Section 533 Housing Preservation Grant (HPG) program for 2015. I'm not familiar with the program, but have additional information they sent for anyone interested.

Source Water Protection Plan – Reminder

Attached is Robert's report from our stakeholders meeting last month. The next meeting is scheduled for June 17th at 7:00 pm.

Colorado's State Revolving Fund – FYI

Randi and I attended a workshop in Durango in April held by the Colorado Dept. of Public Health & Environment concerning their revolving fund loan programs. One of the things they stressed was to make sure we stayed on their annual eligibility surveys.

We received the 2016 surveys (water and wastewater) on May 22nd and have until the end of June to submit them. This is something Robert, Ben and I normally put together to keep us prepared for future infrastructure and facility capital improvement needs. Please let me know if you have any questions and/or envision future needs we should make sure are included.

MidWest Mine tracks – FYI

At last month's work session it was agreed to leave the structures in place while we gather opinions from the Chamber of Commerce and the Creede Historical Society.

Lagoon Property Annexation – Update

The Planning and Zoning Commission will be holding a public hearing next Tuesday, June 9th, 2015 regarding the annexation of our wastewater treatment plant property. With their recommendation we should be able to have this ready for the Trustees consideration at your July 7th, 2015 meeting.

Preliminary Engineering Report – Update

I've not heard anything new from Bohannon Huston, but expect to be getting their draft of the Preliminary Engineering Report by next Thursday in preparation of our work session on the 16th.

Wastewater Treatment Discharge Permit – Update

Our attorney has been collecting discovery statements and sampling data to present to the Assistant Attorney General's office later this month. As a reminder this is to help us

file a motion for a more definite statement and an extension of time to file with the State of Colorado Office of Administrative Courts concerning our discharge permit.

Our attorney, engineer, Gwen and I plan to meet with the Administrative Court on the 17th of this month in Denver.

MCFA Annexation – Update

This annexation will follow the annexation of our lagoons property, so will have that process before you for discussion at our July work session. At this point one of the things I recommend for our annexation agreement with MCFA is to accept the operating and maintenance responsibilities for their wetland area. I’ll explain that in more detail when the time comes. Eric H. and I will continue working with Jenny and Jim to keep things moving forward.

Commercial Building Applications – FYI

As you can see from the attached, Ramona and I changed the verbiage in our Building and Utility Permits Procedure policy 4(a) to read: “Commercial building permits may be referred to the Planning and Zoning Committee for review if the Building Official/Inspector and City Manager feel the project requires a more thorough review process”.

MOVED TO OLD BUSINESS-RS.

Zamboni ownership - FYI

At last month’s work session it was agreed to table this discussion until circumstances dictated a more definite decision.

April Finances – FYI

		YTD
General Fund	22,067	78,653
Capital Improvement Fund	3,060	65,615
Conservation Trust Fund	1	3,633
Virginia Christensen Fund	(9,970)	(99,878)
Water & Sewer Fund	<u>(12,754)</u>	<u>27,824</u>
Net	2,404	75,847

City Sales Tax: total \$35,584 through the end of April. That’s up \$2,456 for the same period last year and up \$1,734 compared to last April.

City Funds total \$2,148,764 through the end of April. That’s up \$241,969 for the same period last year and down \$37,308 from last month. [This is the tool I use to keep track of the funds we have in the bank. I use this spreadsheet to not only keep track of our short term financial stability, but also the long term fiscal sustainability. Fiscal sustainability strategies build the capability of a government to consistently meet its financial responsibilities, both in the short term by adjusting spending to revenues and revenues to spending, and in the long term by protecting future capital improvement plans and future generations of fiscal abilities.]

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

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



7040 W. HWY. 160 Alamosa, Co. 81101 (719) 589-6671

May 12, 2015

Mr. Clyde Dooley
City of Creede
P.O. Box 457
Creede, CO 81130
manager@creedetownhall.com

RE: Crack Filling

Dear Clyde:

We are pleased to offer you this proposal for some maintenance on your asphalt streets. The walk around that Ben and I did a few weeks ago show the asphalt is doing well. The most cracks are on the south end of Loma Street, and La Garita Street in front of the school.

Loma Street was a 2" overlay on a badly cracked road, and some reflective cracking is always an issue in this type of construction. It is important to get these cracks filled before they begin to fail along the edges, creating additional maintenance expenses.

La Garita Street was a reconstruct where the old asphalt was pulverized by another contractor. The following year, we installed a new asphalt mat over the reconditioned base. This road is a few years older than Loma and has about the same amount of cracks on a shorter distance. It is important to fill these cracks to prevent additional moisture from contaminating the subgrade.

Our proposed scope of work is:

- Blow out cracks using blow wand and air compressor
- Fill cracks with hot pour rubberized crack filler
- Sand top of cracks to help prevent tracking by vehicle traffic.

Typically this work is completed in two phases. One vehicle pulls the air compressor while one individual blows out the cracks. The second vehicle pulls the crack kettle and two more individuals pour and level the crack filler into the cracks. To keep a flow it requires a minimum of a four man crew, and sometimes five men are used to maximize efficiency.

The hardest part to estimate is how much material the cracks will take, and the filler itself represents about 25% of the total cost. We can perform this work in one of two manners, a time and material basis, or a unit price method. Both prices should estimate to the same approximate cost.

Time and Materials:

- 4 man crew with all equipment is \$160 per hour
- 5 man crew with all equipment is \$185 per hour
- Crack Filler is \$1.00 per pound

Unit Price Method:

- Furnish and install all labor, equipment, and materials necessary to clean out cracks and place crack filler is \$4.00 per pound.

The advantage to the time and materials is if the work gets completed in one day, the Town shares in the savings recognized.

Here is our best guess as to how much material will be used. Please understand this is just a guess based on my 30 years of experience. Sometimes it is accurate, sometimes not, it is just tough to predict how the cracks will take the material.

Street Name	Begin	End	Pounds of		
			Crack Filler	Unit Price	Amount
Loma	S.H. 149	5th	500	\$ 4.00	\$ 2,000.00
Loma	5th	"Y"	200	\$ 4.00	\$ 800.00
La Garita	1st Street	6th Street	500	\$ 4.00	\$ 2,000.00
1st Street	La Garita	Loma	125	\$ 4.00	\$ 500.00
3rd Street	La Garita	Loma	180	\$ 4.00	\$ 720.00
5th Street	La Garita	Loma	125	\$ 4.00	\$ 500.00
			1630	\$ 4.00	\$ 6,520.00

We estimate the total cost to clean and fill these cracks will range from \$6,000 - \$8,000. We also need \$500 per day mobilization. We anticipate 1 -2 days construction time.

We assume that Ben and his men would perform the necessary traffic control, either closing the streets for a few hours or several blocks at one time.

Please feel free to contact me with any questions you may have.

Sincerely,

ASPHALT CONSTRUCTORS, INC.

By:

Todd A. Stockebrand, President

Quote



shutterstock - 98900210

RMMP CONSTRUCTION INC

5868 CR 106 S
PO BOX 3
ALAMOSA CO 81101
OFFICE 719-589-9070
FAX 719-589-9034
rmmplandscaping@live.com

Date: 04/15/2015
Quote No.: 10083

Bill To:
AVERY AUGER SEIME PARK
CITY OF CREEDE
113 WEST 5TH
CREEDE CO

2510

Ship To:
113 WEST 5TH
CREEDE CO

Qty	Description	Unit Price	Total
4	ASPEN TREES 2 INCH CALIPER	\$270.00	\$1,080.00
1	NARROWLEAF COTTONWOOD 2 INCH CALIPER	\$340.00	\$340.00
15	T POSTS	\$5.50	\$82.50
32	LABER AND EQUIPMENT	\$45.00	\$1,440.00

Subtotal \$2,942.50
Sales Tax \$73.62
Total \$3,016.12

TO INCLUDE : PLANTING OF 5 TREES STAKEING AND GUYING

Please contact us for more information about payment options.

Thank you for your business.

Clyde Dooley

From: [REDACTED]
Sent: Friday, May 15, 2015 5:25 PM
To: Clyde Dooley
Subject: RE: Creede improvement

Hi Clyde,
Thanks for your participating in the annual report! We plan to publish the following copy regarding your efforts to improve your audit pending your final approval. Please let me know if you have any edits.

Creede

A key focus for Creede is keeping their most important asset-employees-safe and healthy. To support that goal, the town took advantage of CIRSA's on-site safety and liability classes, as well as online training and webinars. They updated their policies and procedures for emergency management and vulnerability assessment, and added dedicated staff to manage these programs. And staff went the extra mile to provide written guidelines, policies, and documentation of the training for their annual audits, providing more accountability, and, ultimately, a better audit score.

Property/Casualty score increased from 54 to 102 Workers' Comp score increased from 47 to a 93

Thanks and have a great weekend!
Courtney

-----Original Message-----

From: Clyde Dooley [mailto:manager@creedetownhall.com]
Sent: Tuesday, March 24, 2015 8:24 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Creede improvement

Good Morning Amy,

As you can from the attached my forte is not writing. I'm horrible at speeches too, but that's another story. Please feel free to recommend any additions or deletions.
I don't mean to take anything away from Randi (Snead) and Robert (Schlough), but Jay Williams has been our true leader in helping us with this improvement.
I didn't know if I should mention him or not, but without a doubt, without Jay's education we wouldn't have accomplished this.

Clyde

Your message is ready to be sent with the following file or link attachments:

doc01574920150324082206.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: Renner, Paul T -FS <ptrenner@fs.fed.us>
Sent: Tuesday, May 26, 2015 7:50 AM
To: Williamson, Martha A -FS; Decker, Kim -FS; McGinn, Diana -FS; Self, Kirby -FS
Cc: Fairchild, Jody -FS; Day, Ronnie -FS; Vincent, Dennis C -FS; manager@creedetownhall.com; Vargas, Michael A -FS
Subject: Creede Trees
Attachments: Creede Trees-Waiver.pdf; Creede Trees Invoice.pdf

All... Thank you for giving me the opportunity to see this project through, for you. I took approx. six weeks to accomplish this mission. However, I had fun with coordinating this project.

We could not have picked a better day, in time to pull this off. Weather conditions were ideal. Foot traffic was busy. Although, not like it could have been for this time of year.

I had approx.. 30 people ask why these trees were being removed. One lady in , particular, was close to fainting. I was concerned. She quickly regained her composure, though and was ok. I explained and mentioned to all, that we planned to finish with wood carvings, in the near future.

Reynolds completed an outstanding job. As I mentioned in a previous message. Should there be a need. I would recommend using them again; for future project(s).

The attached Waiver is somewhat primitive. However, when Reynolds bumped up the starting date. I had only ten minutes to come up with something for a Liability Waiver. Please excuse any and all typos; such as the word accrued (accrued). I am grateful we did not need to put this in action. All went well with not incident that I am aware of.

As for the Invoice. Reynolds added an additional \$50.00 for the additional chunks he removed. Still, not a bad price overall.

Only drawback. Reynolds prefers payment by check only. I will ask Mr. Vargas if he will cut a check for this project.

Thanks!
Renner

TREE REMOVAL AGREEMENT / LIABILITY WAIVER

The subject herein, is in AGREEMENT AND UNDERSTANDING, between both parties; as stated in the following underwriting.

USDA - FOREST SERVICE
DIVIDE RD
13308 Hwy. 160
Del Norte, CO 81132
Phone: 719.657.3321

(and)

REYNOLDS HANDYMAN SERVICE
(Delbert Reynolds)
1748 Hwy. 285 N.
Monte Vista, CO 81144
Phone: 719.849.1022

Reynolds Handyman Service is registered as a "Sole Proprietor", in the state of Colorado. This company will be providing the following service for the USDA - Forest Service. Specifications include; Trim, 2 ea. Spruce trees, down to forks or roofline. Clean up and chip branches and leave for mulch. Firewood chunks cut to 4-6 foot lengths and left on site.

Work will be completed at the following location: Divide RD - Creede Office
304 S. Main Street
Creede, CO 81130

Due to the proximity of this work site. There is concern; involving the office building and walkways. Other concerns include. Tree(s) overhanging, overhead; Communication Lines, city walkways and Main Street; easements. Although, to reduce the risk, regarding Public Safety. Traffic Control has been requested and shall be provided for; by the City of Creede, CO. (City Manager Clyde Dooley).

However, to ensure all possible liability risks is waived by, "Reynolds Handyman Service" assumes all, responsibility, developing or caused during this operation against property damage or personal injury to Mr. Delbert Reynolds and /or any assisting co-workers. Including Sub Contractor(s).

Reynolds Handyman Service assumes all property and personal damage that may result from the said tree removal operation. Regarding any possible damage to Bodily injury, equipment, property damage to building or part of (windows), walkways, fence, communication lines (Century Link) and or street (parts thereof). "Reynolds Handyman Service" (Delbert Reynolds) and all affiliated associates; will not hold the USDA - Forest Service, responsible (liable), for any damage accrued.

Signatures confirm agreement of this document (all statements), on the date of May, 20, 2015

USDA - Forest Service Divide RD Safety Advisor

Reynolds Handyman Service (Owner)

Crew Member(s)

Paul S. Stearns
Delbert Reynolds
Jim [unclear], Cimmaron [unclear]



May 21, 2015

Town of Creede
Clyde Dooley, City Manager
P.O. Box 547
Creede, Co 81130

Dear Mr. Dooley:

Enclosed is a copy of the Federal Register announcement dated May 20, 2015, Notice of Solicitation of Applications (NOSA) from the Department of Agriculture Rural Housing Service regarding the Section 533 Housing Preservation Grant (HPG) program for FY 2015.

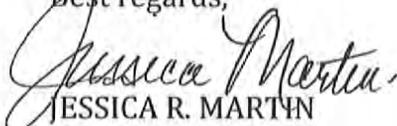
The HPG program is a grant program, which provides qualified entities grant funds to assist low and very low income homeowners and rental property owners in repairing and rehabilitating their homes/apartments in rural areas. **Please read the enclosed NOSA to determine if you are an eligible entity!**

IMPORTANT DETAILS

1. Deadline submission: **5:00 pm local time July 6, 2015.**
2. Pre-application must be submitted to:
USDA, Rural Development
Attention: Multi-Family Housing Program Director
Denver Federal Center
Building 56 Room 2300, P.O. Box 25426
Denver, Colorado 80225-0426
3. Applicants must make its statement of activities available to the public for comment in a newspaper of general circulation in the project area and allow at least a 15 day comment period. The start of this 15-day period must occur no later 16-days prior to the last day for acceptance of pre-applications by USDA, Rural Development.

If you have any questions, feel free to contact this office.

Best regards,


JESSICA R. MARTIN
Area Specialist

101 Craft Drive, Alamosa, Colorado 81101 ~ Phone 719-589-5661 x 119 ~ Fax 844-206-7030
Colorado Relay (800) 659-3656 • www.rd.usda.gov/co

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**SOURCE WATER PROTECTION AREA
STAKEHOLDER'S MEETING
MAY 13, 2015**

SUMMARY

Meeting began at about 5:40 p.m.

Those present:

Colleen Williams – CRWA/SWPA Coordinator

Genelle Kukuk – Mineral County Administrator

Ramona Webber – Mineral County Commissioner

Don Hollenshead – Mineral County Commissioner

Randi Snead – Creede City Clerk

Theresa Wall – Creede Trustee

Kay Wyley – Creede Mayor Pro-tem

Clyde Dooley – Creede City Manager

Eric Grossman – Creede Mayor (via phone/con)

Robert Schlough – Water Treatment/Distribution ORC

Mayor Grossman brought the meeting to order. Colleen began by reviewing that which has been accomplished to bring those who had not been to the meetings prior up to date. She illustrated the status of the Source Water Protection Grant and how much in-kind we have generated.

We reviewed the delineation of the Source Water Protection Area that has been agreed upon.

We created a potential contaminant sources inventory, identified the risks and vulnerabilities and using the risk assessment matrix provided, we established a priority ranking of each. This particular assessment started with a few bullet points and when we were finished, we were able to add some more items to be assessed and ranked including the probability of fuel tanks to be installed at the airport for aircraft use.

We then set the next meeting for Wednesday, June 17, 2015. The meeting concluded at 7:00 p.m.

Robert Schlough

City Funds by account

2015	Acct. No.	1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15	7/31/15	8/31/15	9/31/15	10/31/15	11/30/15	12/31/15
1	ColoTrust	204,004	204,023	204,047	204,069								
2	Conservation Trust	9,459	9,460	10,137	10,138								
3	Capital Improvement	536,471	544,510	549,287	550,969								
4	WS Checking	359,576	351,371	356,383	345,458								
5	WS Savings	23,818	23,818	23,826	23,826								
6	Deep Creek (Res)	51,948	51,948	51,967	51,967								
7	Virginia Christensen	236,717	236,747	236,774	226,940								
8	WS 2% Savings	42,047	42,047	44,228	44,228								
10	CD 4/5/04	69,727	69,736	69,744	69,753								
11	Gen. Fund Checking	647,402	681,049	639,679	621,416								
	Total Funds	2,181,169	2,214,709	2,186,072	2,148,764								

City funds are up \$241,969 (2,148,764 - 1,906,795) for the same period last year
and down \$37,308 (2,148,764 - 2,186,764) from last month

	Beginning	Ending
2004	446,511	111,953
2005	558,464	98,003
2006	656,467	236,172
2007	892,639	115,643
2008	1,008,282	15,514
2009	1,023,796	253,316
2010	1,277,112	220,242
2011	1,497,354	183,356
2012	1,680,710	(312,026)
2013	1,368,684	349,128
2014	1,717,812	463,337
2015	2,181,149	(32,385)
		<u>1,702,253</u>

Paving

446,511 2,148,764 1,702,253

Up 481%

Up 381%

In Bank

Profit