CITY OF CREEDE MEETING AGENDA CREEDE TOWN HALL

BOARD OF TRUSTEES **JULY 7, 2015, 5:30 PM** **2223 N. MAIN STREET**

REGULAR MEETING

I. CALL TO ORDER

II. ROLL CALL

III. REVIEW AGENDA

IV. CONSENT AGENDA
- a. Approve/Disapprove June 2nd, June 23rd, and June 25th, 2015 Minutes
- b. Review/Consent of June 2015 Check Detail Report
- c. Approve/Disapprove July 7, 2015 Unpaid Bills Report [Available 4/7/15]
- d. Approve/Disapprove Special Event Permit – Elks Lodge July 11, 2015
- e. Approve/Disapprove Private Event Permit – Univ. OK Anthropology Dept. August 7, 2015
- f. Approve/Disapprove LWCRCo Statement of Purpose
- g. Approve/Disapprove Parade Permit-Snowshoe Shuffle August 1, 2015
- h. Approve/Disapprove Parade Permit - CRT August 8, 2015
- i. Approve/Disapprove Special Event Permit - CRT Main Street August 8, 2015
- j. Approve/Disapprove Special Event Permit - CRT Sunnyside Chapel August 2, 2015
- k. Approve/Disapprove Special Event Permit – CRT/CMH Multiple Special Events

V. REPORTS & PRESENTATIONS
- a. Public Works Report – Ben Davis (verbal)
- b. LWCRCo Report – Eric Grossman (verbal)
- c. Mayor's Report – Eric Grossman (verbal)
- d. Written Reports (BI) - **Read ONLY**

VI. PUBLIC HEARINGS AND RELATED BUSINESS
- a. Approve/Disapprove Ordinance 385 An Ordinance Approving A Franchise Agreement With San Luis Rural Electric Cooperative, Inc. And Repealing Article 2 Electric Franchise Of Chapter 5 Of The Creede Municipal Code
- b. Approve/Disapprove Ordinance 387 An Ordinance Annexing The City Of Creede Waste Water Treatment Facility [Recommended by PZC 6/9/15]

VII. OLD BUSINESS
- a. Approve/Disapprove Community Center Virginia Christensen Funding Recommendation

VIII. NEW BUSINESS
- a. Trustee Residency Discussion

IX. MANAGERS REPORT

X. EXECUTIVE SESSION
- a. Executive session for meeting with Town Attorney to receive legal advice pursuant to Colorado Revised Statute §24-6-402(4)(b) related to City of Creede Wastewater Discharge Permit #CO 0040533

XI. ADJOURN

POSTED 7/2/15

OPEN TO THE PUBLIC

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO – A TOWN
June 2, 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, Heather DeLonga
TRUSTEES ABSENT:	Molly McDonald

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

A presentation was removed from the 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 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

Items d. and f. were removed from the consent agenda for separate consideration. Questions were asked and answered about a Heil Law & Planning Invoice. The Trustees discussed several concerns with the Farmer's Market and removed it for separate consideration. Trustee Wall moved and Trustee Zurn seconded to approve the Farmer's Market contingent on the following: That the first choice location be the Days of 92 Arena, that the second be Basham Park, that the third be the parking lot on 1st & Main Streets, that the permit was granted on Saturdays throughout July excluding the 4th of July, and that approval was only contingent upon receipt of payment and proof of liability insurance. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Wyley moved 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 the Multiple Special Event Permit for CRT and the Liquor License Renewal for CRT Mainstage. 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:
-Inspections for the new school should be tapering off within the next few weeks.
-The crosswalk markings are nearly complete.

DRAFT

-Several members of the public were present to issue a complaint about the state of both park restroom facilities. The issue was discussed at length. Davis relayed his plan for correcting the situation. The trustees asked that this topic be discussed further at an upcoming work session.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the LWCRCo was working on a "Statement of Purpose" to be considered by the Board of Trustees. He congratulated the organization and Director Guinevere Nelson-Freer on the receipt of a sizeable Brownfields Grant to complete phase 2 of the project.

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.

-The Forest Service is seeking input on a revision document for the Rio Grande National Forest.

-There is a public meeting this evening at 7 p.m. for the Colorado Mainstreet Program.

-Recycle Creede has closed its doors.

WRITTEN REPORTS

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

OLD BUSINESS

APPROVE/DISAPPROVE BUILDING INSPECTION POLICY

Trustee DeLonga moved and Trustee Wall seconded to approve the Building Inspector Policy as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE ORDINANCE 386 APPROVING CREEDE SCHOOLS IRRIGATION AGREEMENT

Trustee Zurn moved and Trustee DeLonga seconded to approve Ordinance 386 Approving Creede Schools Irrigation Agreement as presented. There were five yes votes and one abstention (Wall). Mayor Grossman declared the motion carried.

NEW BUSINESS

APPROVE/DISAPPROVE ADMINISTRATIVE WAGE RAISE

Trustee Kim moved and Trustee DeLonga seconded to approve the Administrative Wage Raise as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

MANAGER'S REPORT

SLVREC Franchise Agreement: Trustee Zurn moved and Trustee DeLonga seconded to approve extending the SLVREC Franchise Agreement through September 3, 2015. The vote was unanimous. Mayor Grossman declared the motion carried.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee Zurn moved and Trustee Wall seconded that the meeting be adjourned at 6:48 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

DRAFT

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO – A TOWN
June 23, 2015

SPECIAL MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 7:12 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Eric Grossman, Molly McDonald, Heather DeLonga, Elizabeth Zurn, Kay Wyley, Catherine Kim [arr. 7:35]

TRUSTEES ABSENT: Teresa Wall

Mayor Grossman, presiding, declared a quorum present.
Those members of staff also present were as follows:

Clyde Dooley, Town Manager (by phone)
Randi Snead, Clerk/Treasurer

REVIEW AGENDA

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

NEW BUSINESS

CONSIDERATION/DISCUSSION OF OLD SCHOOL GYM PURCHASE

County Commissioner Ramona Weber and several community members were present to propose that the City and the County offer $50,000 jointly to purchase the old school gym. The possibility was discussed at length. Manager Dooley voiced several concerns that should be addressed in an IGA. The Board scheduled a meeting to decide on the matter once the county had approved a bid.

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 8:27 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/
Randi Snead, City Clerk/Treasurer

DRAFT

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO – A TOWN
June 25, 2015

SPECIAL MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 6:36 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Eric Grossman, Molly McDonald, Heather DeLonga [arr. 6:40], Kay Wyley, Catherine Kim, Teresa Wall

TRUSTEES ABSENT: Elizabeth Zurn

Mayor Grossman, presiding, declared a quorum present.
Those members of staff also present were as follows:

Clyde Dooley, Town Manager (by phone)
Randi Snead, Clerk/Treasurer

REVIEW AGENDA

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

NEW BUSINESS

CONSIDERATION OF SCHOOL GYM OFFER MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding was not ready for review. Trustee Wall moved and Trustee McDonald seconded to approve a simple general memorandum of understanding with Mineral County to jointly offer the Creede School District $50,000 for the gym and property. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVAL OF SCHOOL GYM OFFER EXPENDITURE OF $25,000

Trustee McDonald moved and Trustee Wyley seconded to appropriate the $25,000 from the Capital Improvement Fund. The vote was unanimous. Mayor Grossman declared the motion carried.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee McDonald moved and Trustee Wall seconded that the meeting be adjourned at 6:41 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/
Randi Snead, City Clerk/Treasurer

DRAFT

9:21 AM

07/02/15

Accrual Basis

CITY OF CREEDE; A COLORADO TOWN
Monthly Check Detail
June 2015

Type	Date	Num	Name	Memo	Amount
Jun 15					
Bill Pmt -C...	06/08/2015	8489	American Legal Publishing Com...	104700/2015 Codification Update	-395.00
Bill Pmt -C...	06/08/2015	8490	CNA Surety	Surety Bond 61118004/Snead	-300.00
Bill Pmt -C...	06/08/2015	8491	Heil Law and Planning, LLC	General Services May 2015	-660.00
Bill Pmt -C...	06/08/2015	8492	Kentucky Belle Market	May Charges/Acct. #15 Tax Exempt	-75.21
Bill Pmt -C...	06/08/2015	8493	Muleys Disposal Service	June Trash Svcs/Accts 116, 1197, 1198	-100.00
Bill Pmt -C...	06/08/2015	8494	Oceans & Rivers, LLC	May Fuel Charges	-302.18
Bill Pmt -C...	06/08/2015	8495	Tomkins Hardware & Lumber	May Charges/Acct #580	-500.73
Check	06/11/2015	WS...	City of Creede	Xfer 6/11/15 Entity Disbursement Util Pmt to WS Acc...	-89.94
Liability Ch...	06/15/2015	AFL...	AFLAC	BJB74	-179.42
Paycheck	06/15/2015	8496	Benjamin J Davis		-1,201.53
Paycheck	06/15/2015	8497	Catherine Kim		-153.92
Paycheck	06/15/2015	8499	Donald L Braley		-746.72
Paycheck	06/15/2015	8500	Elizabeth R Zurn		-153.92
Paycheck	06/15/2015	8502	Eric R Grossman		-218.85
Paycheck	06/15/2015	8503	Heather DeLonga		-153.92
Paycheck	06/15/2015	8504	Mary E. McDonald		-153.92
Paycheck	06/15/2015	8505	Merolyn K Wyley		-153.92
Paycheck	06/15/2015	8507	Robert B Schlough		-1,114.25
Paycheck	06/15/2015	8508	Scott W Leggitt		-739.36
Paycheck	06/15/2015	8509	Teresa Wall		-153.92
Paycheck	06/15/2015	8498	Clyde E Dooley		-1,757.02
Paycheck	06/15/2015	8501	Eloise T Hooper		-527.78
Paycheck	06/15/2015	8506	Randi L Snead		-1,349.09
Bill Pmt -C...	06/15/2015	8510	VISA		-894.76
Bill Pmt -C...	06/15/2015	8511	Bohannan Huston	PER Charges through 6/4/15	-1,211.25
Bill Pmt -C...	06/15/2015	8512	CenturyLink	300794269/June	-258.39
Bill Pmt -C...	06/15/2015	8513	Merrick & Company	140761/May Services	-73.50
Bill Pmt -C...	06/15/2015	8514	Monte Vista Cooperative	Propane Charges/Rent/Parts	-376.10
Bill Pmt -C...	06/15/2015	8515	Rocky Mountain Home Health Su...	722124/Towers/TP/Park Restrooms	-972.80
Bill Pmt -C...	06/15/2015	8516	Valley Imaging Products, LLC	Monthly Service Agreement	-60.00
Liability Ch...	06/15/2015	941-...	United States Treasury	84-6000575	-2,869.42
Liability Ch...	06/15/2015	CC...	GWRS (CCOERA)	98721-01/1220	-494.82
Liability Ch...	06/15/2015	8517	Colorado Department of Revenue	07-01555	-72.95
Bill Pmt -C...	06/26/2015	8538	Colorado Bureau of Investigation	Allsup Background Check	-38.50
Bill Pmt -C...	06/26/2015	8539	Colorado Bureau of Investigation	DeLonga Background Check	-38.50
Liability Ch...	06/29/2015	941-...	United States Treasury	84-6000575	-2,533.12
Liability Ch...	06/29/2015	8525	Colorado Department of Revenue	07-01555	-1,919.00
Liability Ch...	06/29/2015	8526	Colorado State Treasurer	133001-00-6-001	-180.01
Liability Ch...	06/29/2015	CC...	GWRS (CCOERA)	98721-01/1220	-491.64
Bill Pmt -C...	06/29/2015	8527	CIRSA		-2,508.50
Bill Pmt -C...	06/29/2015	8528	Holman Landscape Irrigation	certify backflow devices at Basham Park	-240.00
Bill Pmt -C...	06/29/2015	8529	Jennifer Hooper	2015 Art Camp Instruction	-70.00
Bill Pmt -C...	06/29/2015	8530	Johanna Gray	2015 Art Camp Recreation Instructor	-70.00
Bill Pmt -C...	06/29/2015	8531	Kimball Midwest	4249456/Backhoe Tools	-64.58
Bill Pmt -C...	06/29/2015	8532	Ramona Weber	Building Inspection Services	-704.87
Bill Pmt -C...	06/29/2015	8533	RMMP Construction Inc	Sieme Park Tree Plant wiht Labor & Material	-2,942.50
Bill Pmt -C...	06/29/2015	8534	SLVREC	Monthly Electric Charges	-1,248.00
Bill Pmt -C...	06/29/2015	8535	The Sherwin Williams Co.	Traffic Paint Public Works	-73.29
Bill Pmt -C...	06/29/2015	8536	Valley Publishing	Legal 6243/PH	-16.00
Paycheck	06/30/2015	8518	Benjamin J Davis		-1,164.14
Paycheck	06/30/2015	8520	Donald L Braley		-696.69
Paycheck	06/30/2015	8519	Clyde E Dooley		-1,757.03
Paycheck	06/30/2015	8521	Eloise T Hooper		-527.79
Paycheck	06/30/2015	8522	Randi L Snead		-1,349.08
Paycheck	06/30/2015	8523	Robert B Schlough		-1,114.24
Paycheck	06/30/2015	8524	Scott W Leggitt	VOID:	0.00
Liability Ad...	06/30/2015			Adjust to eliminate 11k rule	94.69
Liability Ch...	06/30/2015	8537	CEBT	City of Creede, 32705SG	-3,659.00
Paycheck	06/30/2015	8540	Scott W Leggitt		-669.29
Bill Pmt -C...	06/30/2015	8541	Downtown Colorado, Inc.	Community Assessment Payment #3 per April 3, 201...	-5,000.00
Jun 15					**-47,445.67**

8510	**06/15/2015**	**VISA**		
E Grossman Travel	04/01/2015		E Grossman CML Conference Attendence Lodging	-297.00
Rec Supplies	05/15/2015		Rec Supplies	-116.04
CML	05/15/2015		E Grossman CML Conference Registration	-287.00
Rec Supply	06/01/2015		Recreation Supplies	-106.93
Rec Supply	06/01/2015		Recreation Supplies	-10.69
Rec Supply	06/01/2015		Recreation Supplies	-77.10
TOTAL				-894.76

9:30 AM

07/02/15

Accrual Basis

Water and Sewer Fund
Monthly Check Detail
June 2015

	Type	Date	Num	Name	Memo	Amount
Jun 15						
	Bill Pmt -Check	06/30/2015	3053	Accutest Mountain ...	Sewer Testing	-205.00
	Bill Pmt -Check	06/30/2015	3054	City of Creede	June 2015 Salary Reimburse	-10,836.48
	Bill Pmt -Check	06/30/2015	3055	Monte Electric	31522/Blower Moter Repair	-1,855.00
	Bill Pmt -Check	06/30/2015	3056	SLVREC	June Electricity Charges	-2,656.00
	Bill Pmt -Check	06/30/2015	3057	CIRSA	WC/PC	-1,110.50
	Bill Pmt -Check	06/12/2015	3044	American Business ...	Support/Subscription	-74.00
	Bill Pmt -Check	06/12/2015	3045	CenturyLink	300794269/May	-108.02
	Bill Pmt -Check	06/12/2015	3046	DPC Industries, Inc.	DE73000406-15/Chlorine	-36.00
	Bill Pmt -Check	06/12/2015	3047	Merrick & Company	Engingeering Services	-4,558.15
	Bill Pmt -Check	06/12/2015	3048	Monte Vista Co-op	April Charges/Water Tank	-66.99
	Bill Pmt -Check	06/12/2015	3049	VISA		-106.67
	Check	06/12/2015	3052	City of Creede	VOID: Printed Over Check	0.00
	Check	06/12/2015	3050	City of Creede	VOID: Printed Over Check	0.00
	Check	06/12/2015	3051	City of Creede	VOID: Printed Over Check	0.00
	Bill Pmt -Check	06/08/2015	3041	Heil Law & Planning	Legal Services	-1,914.00
	Bill Pmt -Check	06/08/2015	3042	Sangre De Cristo L...	16748/BacT/Coolers	-69.00
	Bill Pmt -Check	06/08/2015	3043	UNCC	May RTL Transmissions (2) I#21505...	-2.86
Jun 15						**-23,598.67**

Bill Pmt -Check	**3049**	**06/12/2015**	**VISA**		
Bill	1004852	05/13/2015		Water Testing	-11.66
Bill	205060	05/26/2015		Water Testing	-11.66
Bill	Sewer Testing	06/01/2015		Sewer Testing	-83.35
TOTAL					-106.67

CITY OF CREEDE; A COLORADO TOWN
Unpaid Bills Detail
As of July 2, 2015

Type	Date	Num	Memo	Due Date	Aging	Open Balance
VISA						
Bill	04/15/2015	Rec ...	Rec Supply	04/25/2015	68	25.36
Bill	06/10/2015	51393	Recreation Supplies	06/20/2015	12	87.50
Bill	06/15/2015	8VXL...	Parade Supplies	06/25/2015	7	30.38
Bill	06/15/2015	1221...	Employement Verification Services	06/25/2015	7	9.95
Bill	04/28/2015	CML ...	E Grossman CML Conference Attendence Lodging	07/01/2015	1	297.00
Bill	06/30/2015	16037	CWCB Hearing Dinner McLaughlin/Dooley - Clyde Reimburs...	07/10/2015		93.81
Total VISA						544.00
TOTAL						**544.00**

Water and Sewer Fund
Unpaid Bills Detail
As of July 2, 2015

Type	Date	Num	Memo	Due Date	Aging	Open Balance
VISA						
Bill	06/22/2015	521883	Water Testing	07/02/2015		23.54
Bill	06/25/2015	962124	Water Testing	07/05/2015		13.14
Bill	06/25/2015	767510	Wastewater Testing	07/05/2015		81.51
Bill	06/30/2015	562533	Water Testing	07/10/2015		11.63
Bill	07/01/2015	926491	Water Testing	07/11/2015		74.84
Total VISA						204.66
TOTAL						**204.66**

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:
  7/11/15, 12am-2am
- The premise for the event is the Elks Lodge #506 building at 102 S Main Street.
- Applicant is a non-profit in good standing with the State of Colorado
- Applicant is eligible to apply for a Special Events Permit.
- The location is eligible to be licensed.
- The Event Manager is Jim Van Ry.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- This special event is 6 of 15 total possible 2015 events.

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: Holly Andrew and Bonnie Pitblado

Address: [redacted]

Business/Organization (if applicable): University of Oklahoma Anthropology Dept.

Phone: [redacted] Email: [redacted]

Description of Event: Prehistoric Artifact Roadshow and Educational Outreach event for the public

Date and Times of Set-Up: August 7th, 2015 at 4:30pm

Dates and Times of Event: August 7th, 2015 from 5-7pm

Dates and Times of Tear-Down: August 7th, 2015 at 7:30pm

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

Estimated Number of People Expected to Attend this Event: 30

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: Holly Andrew 6/4/15 Date

City Clerk: [signature] 6/5/15 Date

SHERIFF'S DEPARTMENT NOTIFICATION: Sandy Kroll 6/8/2015 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 6/4/15 Fee $50.00 Date Paid 6/5/15

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

Board of Trustees Meeting Date 7/7/15

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

Attest: _____ City Clerk

Lower Willow Creek Restoration Company
Statement of Purpose

The Lower Willow Creek Restoration Company (LWCRCo) was formed between the City of Creede and Creede Resources, Inc (CRI) in 2010 to promote the restoration and reuse of the floodplain portions of the Creede Resources, Inc. Property. This allowed LWCRCo to conduct restoration activities of the Lower Willow Creek Stream channel, floodplain areas, riparian areas, and to oversee the restoration of the Lower Willow Creek Floodplain. To fulfill this goal, the LWCRCo entered into a Voluntary Cleanup Plan with the State of Colorado to facilitate a remedial plan that will guide cleanup to the end use of the site.

The end use of the Lower Willow Creek Floodplain is for passive open space. This use was identified in the City of? Creede Comprehensive Plan, which integrated public comment into the document. This designation is important to the community that relies on tourists who visit during the months of May through October to enjoy the scenic beauty, access to outdoor recreation, and hunting and fishing opportunities. The Comprehensive Plan identified the floodplain property as an important area for use by elk for migration and wintering habitat. Also, the plan identified the property as within the scenic corridor, the Silver Thread Scenic Byway. Willow Creek, which runs through the property is a tributary to the Rio Grande River. Just below the confluence with Willow Creek, the Rio Grande is a gold medal section of the Rio Grande, although the water quality is impaired and on the State of Colorado's Impaired Waters list. Completion of the restoration activities in the Lower Willow Creek floodplain will provide fishery habitat and is expected to improve water quality. The end use of the property will fit in with the scenic surroundings and will provide habitat for terrestrial and aquatic wildlife.

The Creede Sub-Area Plan was approved in 2010 and analyzed the entire valley of lower Willow Creek for best land uses. The preferred development scenario (Scenario 3) in the sub-area plan identified adjacent properties for potential, limited development that would include light industrial development, but the floodplain property (107.8 acres) will be open space. To transform this site to an open space, LWCRCo acquired lots 2, 3 and 4 from CRI in 2012. This real estate transfer of 107.8 acres included property that was directly adjacent to Willow Creek. This scenario achieves community goals for open space, while restoring the site for public benefit.

The floodplain property was contaminated from historic mining and natural upstream deposition from the Creede Mining District. The open space end use of the site, established in Creede planning documents, would require restoration of the site through best practices and utilize grant funding specific to remediation work. As part of the VCUP that was approved in 2012, the LWCRCo oversaw the channelization of the highly braided Willow Creek to direct the new channel away from contaminated soils. This was in large part completed from 2012-2013 by the LWCRCo. The future work to clean up the site will include capping the most heavily contaminated acres with 6-12 inches of soil. In addition, revegetation of the site will

be a primary focus of the LWCRCo. When these future steps are achieved, the LWCRCo will seek a No Action Determination from the State of Colorado. This determination will acknowledge the work performed and state that there is no further work to be performed to meet VCUP guidelines for the open space end use. When this determination is received, the LWCRCo will donate the property to the City of Creede. The City of Creede will maintain the floodplain property as an open space for the community of Creede.

Adopted June 2, 2015

Lower Willow Creek Restoration Company-President Eric Grossman

Lower Willow Creek Restoration Company-Secretary Paul Glader

City of Creede-Town Manager Clyde Dooley

Creede Resources, Inc. President-Dan Nelson

PARADE PERMIT APPLICATION

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

Name: Snowshoe Shuffle / Deb Haverfield

Address: [redacted], Monte Vista, CO 81144

Business/Organization (if applicable): Snowshoe Shuffle

Phone: [redacted] Email: [redacted]

Parade Date: 8/1/2015 Parade Time (please allow for set-up and take-down): 08:00 – 12:00

Parade Route Begins: at the Gazebo

Parade Route Ends: at the Gazebo

Planned Road Closures: Cross streets to Main Street from Belle up (Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 100

Responsible Parties for Barricade Set-up & Removal: Gary & Deb Haverfield

Name: Haverfield Phone: [redacted] Phone:

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: Deb Haverfield 6/17/2015 Date

City Clerk: [signature] 6/17/15 Date

SHERIFF'S DEPARTMENT NOTIFICATION: Sandy Kroll 6/24/15* Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: [signature] Date

FOR ADMINISTRATIVE USE ONLY

Application Received 6/17/15 Fee 25 Date Paid 6/17/15

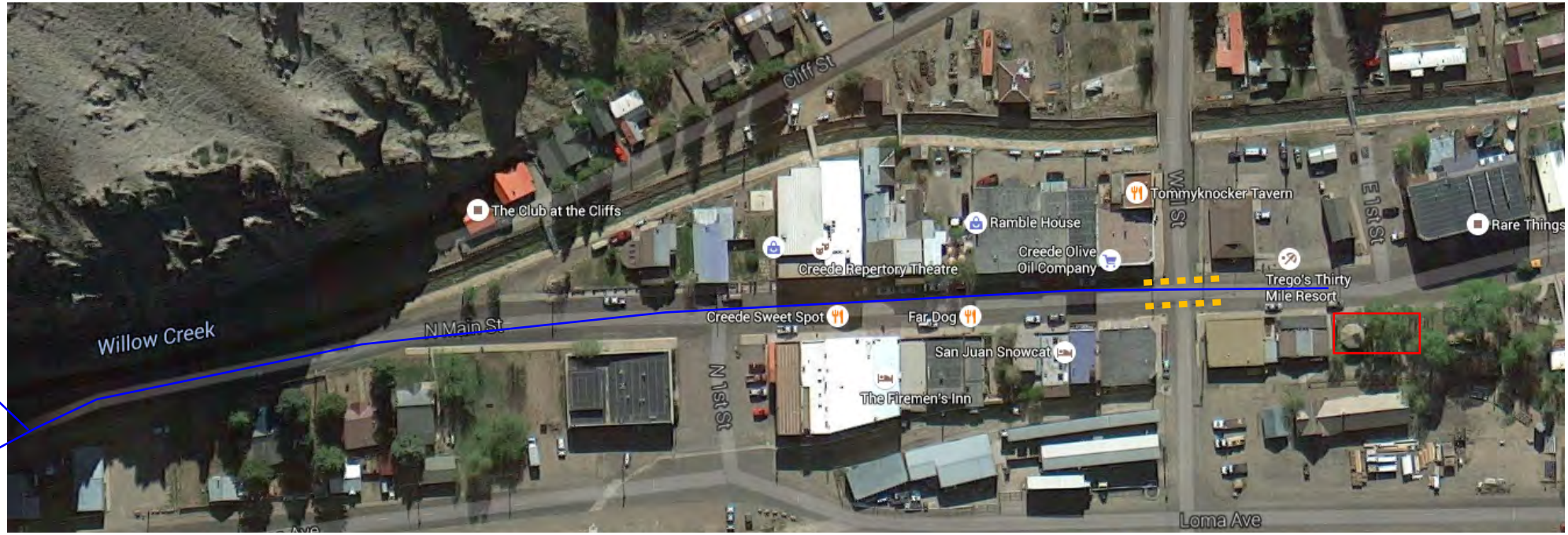
License Agreement Attached? Y☐ N☒ Proof of Insurance Attached? Y☒ N☐

Board of Trustees Meeting Date 7/7/15

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

Attest: _____ City Clerk

(Continues up canyon)



Street Closures
Associated Event Activites
Race Route

PARADE PERMIT APPLICATION

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

Name: Creede Repertory Theatre Sarah Wallace (CRT Rep)

Address: 124 N. Main St

Business/Organization (if applicable): Same

Phone: 719 [redacted] Email: [redacted]

Parade Date: 8/8/15 Parade Time (please allow for set-up and take-down): 4pm 8/8/15 - 8/9/15

Parade Route Begins: Main Street @ Creede Hotel Patio

Parade Route Ends: Main Street @ end of Abbey Lane + CRT Mainstage

Planned Road Closures: Main street b/w two points

See attached map. (Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: Approx 150

Responsible Parties for Barricade Set-up & Removal: [redacted]

Name: Sarah Wallace Phone: Name: Maggie Schlundt Phone: 719 658 2540

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: 5/6/15 Date

City Clerk: 5/6/15 Date

SHERIFF'S DEPARTMENT NOTIFICATION: 7-2-15 Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: 5-28-15 Date

FOR ADMINISTRATIVE USE ONLY

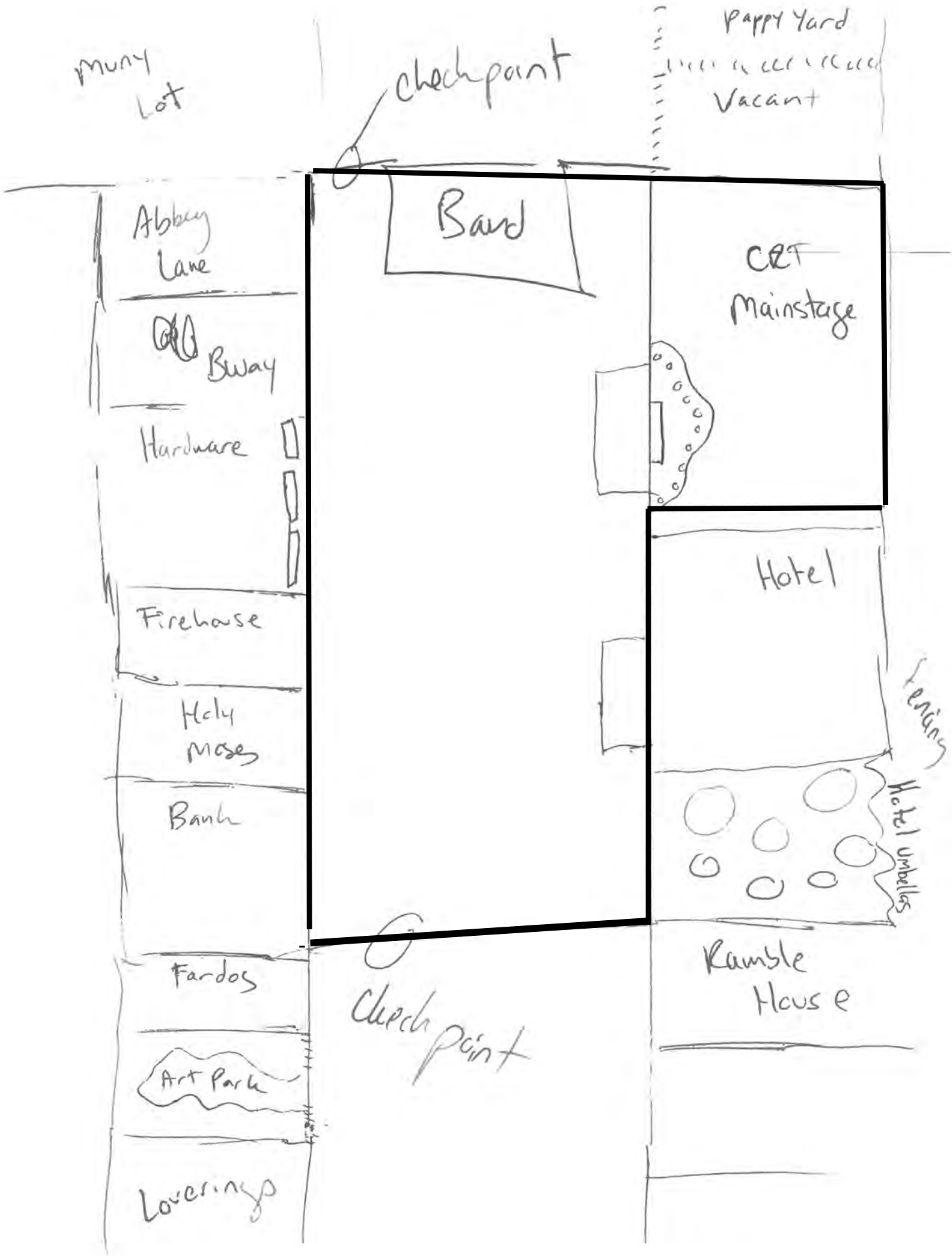
Application Received 5/6/15 Fee 25 Date Paid 5/6/15

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

Board of Trustees Meeting Date 7/7/15

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

Attest: _____ City Clerk


Muny Lot
checkpoint
Pappy Yard
Vacant
Band
Abbey Lane
CRT Mainstage
Bway
Hardware
Hotel
Firehouse
Holy Moses
Tenants
Bank
Hotel Umbellas
Fardos
Ramble House
Check point
Art Park
Loverings

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.

==========

Type of Action Requested: Approve 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:
  4PM-12AM, 8/8/15
  Street Party
- The premise for the event is town property as shown on attached premise map. The applicant is seeking permission to use the premises with a concurrent Parade Permit Application.
- 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 Sarah Wallace.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.

Recommended Action

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

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.

==========

Type of Action Requested: Approve 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:
  4PM-12AM, 8/2/15
  Event
- The premise for the event is the Historic Sunnyside Chapel. Permission to use the property for this event has been documented by the applicant.
- 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 Sarah Wallace.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.

Recommended Action

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

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.

==========

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

Applicant: Creede Mining Heritage

Current Licensee: Same.

Factual Findings:

- Time, date and type of events to be permitted:
  7/11/15, 7am-11:59 pm – CRT events
  7/15/15, 7am-11:59 pm – CRT events
  7/17/15, 7am-11:59 pm – CRT events
  7/18/15, 7am-11:59 pm – CRT events
  7/24/15, 7am-11:59 pm – CRT events
  7/25/15, 7am-11:59 pm – CRT events
  7/26/15, 7am-11:59 pm – CRT events
  7/29/15, 7am-11:59 pm – CRT events
  7/30/15, 7am-11:59 pm – CRT events
  7/31/15, 7am-11:59 pm – CRT events
- 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 Event Manager is Heather Pollock Green
- Character of the applicant is not an issue for this request.
- Clerk requests continuation of 6/2 fee waiver for all special events required prior to receipt of license by state.
- These Special Events are 6 through 15 out of 15 possible 2015 events.

Recommended Action

Consider approval of a multiple date Special Events Permit for Creede Mining Heritage.

Building Report,
There have been 2 Certificates of Occupancy given to completed projects
3 inspections on projects in process
3 new constructions permits issued with inspections pending on foundations
Concerned with one rental at 303 S. Loma, needs CO or cease & desist.
Ramona Weber, building Inspector

SLVREC FRANCHISE

TO: Mayor and Board of Trustees
FROM: Clyde
SUBJECT: First Reading of Ordinance No. 385
DATE: July 2, 2015

As I mentioned in my report last month Eric H. caught that franchise agreements require two (2) readings and this is simply the first reading of the process with the second and final reading set for Randi's birthday, [August 4, 2015].

Recommended Motion: **"I move to approve the first reading of Ordinance No. 385 concerning a franchise agreement with San Luis Valley Rural Electric Rural Cooperative."**

ORDINANCE NO 385
CITY OF CREEDE, COLORADO

AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC. AND REPEALING ARTICLE 2 ELECTRIC FRANCHISE OF CHAPTER 5 OF THE CREEDE MUNICIPAL CODE

WHEREAS, the City of Creede ("City") approved an electric franchise with San Luis Valley Rural Electric Cooperative ("Cooperative") in 1990 with a 25 year term which is due to expire in July, 2015 and the City and Cooperative desire to approve a new franchise agreement ("Franchise Agreement"); and

WHEREAS, prior to first reading, the Cooperative caused proper notice to be published by publishing in the Mineral County Miner, a newspaper of general circulation in the City of Creede, for three successive weeks in compliance with C.R.S. §31-32-102, and proof of publication has been provided to the Board of Trustees; and

WHEREAS, prior to second reading, the Cooperative caused proper notice to be published by publishing in the Mineral County Miner, a newspaper of general circulation in the City of Creede, for two weeks in compliance with C.R.S. §31-32-103, and proof of publication has been provided to the Board of Trustees; and

WHEREAS, the City and Cooperative have negotiated the terms and conditions of a new franchise agreement; and

WHEREAS, the Board of Trustees finds that the franchise fee rate of 5% is reasonable and necessary to pay for the cost of administration and oversight of the Franchise Agreement and franchise activities of the Cooperative; and

WHEREAS, the Board of Trustees of the City of Creede has determined that the proposed Franchise Agreement conforms to the statutory requirements for public utility franchises, and that the Franchise Agreement preserves and promotes 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. Repeal of Article 2, Chapter 5 of Creede Municipal Code. Article 2 Electric Franchise of Chapter 5 of the Creede Municipal Code is hereby repealed in its entirety.

Section 3. Grant of Franchise. The City of Creede hereby grants a franchise for the non-exclusive right to provide electricity service within the City in accordance with the terms and conditions set forth in **Exhibit A: Franchise Agreement** attached hereto and made part of this Ordinance.

Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or 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 5. Effective Date. This Ordinance shall take effect thirty days after the date of final passage.

Section 6. 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 7. 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, and PASSED ON FIRST READING on July 7, 2015, and ordered published for two weeks.

By:_____ **Attest:**_____
Eric Grossman, Mayor Randi Snead, Town Clerk

APPROVED AS TO FORM:

By:_____
Eric J. Heil, Town Attorney

INTRODUCED, APPROVED, PASSED ON SECOND AND FINAL READING on August 4, 2015.

By:_____ **Attest:**_____
Eric Grossman, Mayor Randi Snead, Town Clerk

FRANCHISE AGREEMENT
BETWEEN THE
CITY OF CREEDE
AND
SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.

ARTICLE 1
DEFINITIONS

For the purpose of this franchise agreement ("**Franchise Agreement**"), the following words and phrases shall have the meaning given in this Article. When not inconsistent with context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.

"***Board***" or "***Board of Trustees***" refers to and is the legislative body of the City of Creede, Colorado.

"***City***" refers to the City of Creede, a Colorado statutory town.

"***Co-op***" refers to and is the San Luis Valley Rural Electric Cooperative, Inc., its successors, assigns, affiliates, and subsidiaries.

"***Facilities***" refer to and are all apparatuses reasonably necessary for the Co-op to provide electric service, telecommunication and fiber optic services into, within and through the City, including but not limited to plants, works, systems, substations, transmission and distribution structures, lines, equipment, pipes, mains, conduit, transformers, underground lines, meters, meter reading devices, communication and data transfer equipment, fiber optic cables, control equipment, street lights, wires, cables and poles.

"***Force Majeure***" refers to the inability to undertake an obligation of this Franchise Agreement due to a cause that could not be reasonably anticipated by a party or is beyond its reasonable control after exercise of best efforts to perform, including but not limited to fire, strike, war, riots, terrorist's acts, acts of governmental authority, acts of God, floods, epidemics, quarantines, labor disputes, unavailability or shortages of materials or equipment or failures or delays in delivery of materials. Neither the City nor the Company shall be in breach of this Franchise Agreement if a failure to perform any of the duties under this Franchise Agreement is due to a Force Majeure condition.

"***Party***" or "***Parties***" refers to and includes the Co-op and the City, either singularly or collectively, as the context requires.

"***Public Project***" refers to (1) any public work or improvement within the City that is wholly owned or wholly funded by the City; or (2) any public work or improvement within the City where fifty percent (50%) or more of the funding is provided by any combination of the City, the federal government, the State of Colorado, or any Colorado county. For the purpose of this definition, funds received by the City from any granting agency, whether public or private, will be considered City Funds.

"***Public Utility Easement***" refers to any easement over, under, or above public or private property, lawfully acquired by or dedicated to the use of public utility companies, including the Co-op, for the placement of public utility facilities, including but not limited to Co-op facilities.

"***Residents***" refers to and includes all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or hereinafter to be located, in whole or in part, within the territorial boundaries of the City.

"***Revenues***" refer to and are those amounts of money which the Co-op receives from any source within the City from the sale of electricity, telecommunications and fiber optics under rates authorized by the Co-op to its customers within the City (unless otherwise preempted by applicable federal or state law) and represents amounts billed under such rates as adjusted for refunds, net write-off of uncollectible accounts, corrections or regulatory adjustments. Regulatory adjustments refer to, by way of explanation, but not limitation, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. "Revenues" shall exclude any revenues from the sale of electricity, telecommunications and fiber optics to the City.

"***Streets***" refer to and are streets, alleys, viaducts, bridges, roads, lanes and other public rights-of-way in the City. "Streets" shall also include public easements and other public places within the City that are suitable locations for the placement of facilities as specifically approved by the City in writing for the Co-op's use.

ARTICLE 2
GRANT OF FRANCHISE

2.1 Grant of Franchise. The City hereby grants to the Co-op the non-exclusive right to use the Streets within the City to furnish, sell, transport, transmit, and distribute electricity, telecommunication and fiber optic service including the transmission of voice, video and data services, to the City and to all Residents of the City. The City also hereby grants to the Co-op the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the City, all Facilities reasonably necessary to furnish, sell, transport, transmit and distribute electricity, telecommunication and fiber optic service within and through the City. Such electrical energy and telecommunication and fiber optic services shall be furnished at the rates and under the terms and

conditions established by the Board of Directors of the Co-op and for service to like members as on file in the office of said Co-op at Monte Vista, Colorado.

A. The Co-op and City will meet at five (5) year intervals after the execution of this Franchise Agreement to consider adjusting the cost of telecommunication and fiber optic services to City facilities.

B. The rights granted in this Franchise Agreement encompass the nonexclusive right to provide street lighting service to the City. These rights shall extend to all areas of the City, as it is now constituted and to additional areas as the City may increase in size by annexation or otherwise.

C. The Co-op shall neither, as to rates, charges, service, facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any corporation or person nor subject any corporation or person to any prejudice or disadvantage.

D. Co-op will from time to time during the term of this Franchise Agreement, make such enlargements and extensions of its distribution system as the business of the Cooperative and the growth of the City justify, in accordance with the Rules and Regulations prescribed by the Board of Directors of said Co-op.

E. If the boundaries of the City are expanded during the term of this Franchise Agreement, the Co-op shall extend service to Residents in the expanded area at the earliest practicable time and in accordance with the Co-op's extension policy. Service to the expanded area shall be in accordance with requirements the terms of this Franchise Agreement, including payment of franchise fees.

F. The rights granted by this Franchise Agreement are not, and shall not be deemed to be, granted exclusively to the Co-op, and the City reserves the right to make or grant a similar franchise to any other person, firm, or corporation.

G. Except as otherwise specifically provided herein, the City retains the right through the exercise of its police power to use, control, and regulate the use of the Streets, and the space above and beneath said Streets. The City retains the right to impose such other regulations as may be determined by the City to be necessary in the reasonable exercise of its police power to protect the health, safety, and welfare of the public. This Franchise Agreement is not a grant of any authorization for the Co-op to engage in any activities other than electric, telecommunication and fiber optic services.

2.2 **Binding Contract.** This Franchise Agreement constitutes a valid and binding contract between the Co-op and the City. In the event that the franchise fee specified herein is declared illegal, unconstitutional, or void for any reason by any court or other proper authority, the Co-op shall be contractually bound to pay rental fees monthly to

the City in an aggregate amount that would be, as nearly as practical, equivalent to the amount which would have been paid by the Co-op as a franchise fee hereunder as consideration for the use of the City's streets and surcharge such fees in accordance with Article 3.

2.3 Term of Franchise. This Franchise Agreement shall take effect September 3, 2015 and shall supersede any prior franchise granted to the Co-op by the City. The term of this Franchise Agreement shall be twenty (20) years and shall expire on September 2, 2035, unless extended by mutual consent.

ARTICLE 3
FRANCHISE FEE

3.1 Franchise Fee. As consideration for the franchise rights granted herein, and in recognition of the fact that the grant to the Co-op of the right to use City Streets, which are valuable public properties acquired and maintained by the City at great expense to its Residents, and in recognition that the grant to the Co-op of the use of City Streets is a valuable right, the Co-op shall pay the City a sum equal to five percent (5%) of all Revenues (excluding revenues received from the City for the provision of electricity, telecommunications and fiber-optic service, to the City for its own consumption or the provision of street lighting service to the City) which the Co-op shall be permitted to add as a surcharge. Such franchise fee may be adjusted within the term of this Franchise Agreement by the City giving not less than ninety (90) days' notice to Co-op.

3.2 Remittance Schedule. Franchise fee revenues shall be remitted by the Co-op to the City monthly not more than thirty (30) days following the close of each month. All payments shall be made to the City Clerk. In the event that either the City or the Co-op discovers that there has been an error in the calculation of the franchise fee payment to the City, the error whether an underpayment or overpayment shall be spread over the same time period as the error. In no event shall either Party be required to refund or collect any overpayment or underpayment more than 3 years old.

3.3 Audit Rights; Protection of Confidential Information. The City Administrator, or his or her agent, shall have the right once each calendar year to audit franchise fee payments to ascertain that the franchise fee has been correctly computed and paid. All information obtained by the person or persons conducting such audit shall be kept confidential to the extent permissible under the Colorado Open Records Act and shall be utilized for the sole purpose of verifying that the franchise fee has been correctly computed and paid.

3.4 Franchise Fee Payment in Lieu of Certain Taxes and Other Fees. The City accepts payment of the franchise fee by the Co-op in lieu of any occupation tax, occupancy tax, license tax, or similar tax or fee the City might charge the Co-op for the privilege of providing electric, telecommunication or fiber optic services in the City, for the use or occupation of City Streets, or for the installation, operation, and maintenance

of Co-op Facilities. Payment of the franchise fee does not exempt the Co-op from any lawful taxation upon its property or from any other tax not related to the Franchise Agreement including the payment of head taxes, sales taxes, or other permit fees or taxes assessed generally upon businesses.

3.5 Obligation in Lieu of Fee. In the event that the franchise fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Co-op shall be obligated to pay the City, at the same times and in the same manner as provided in the Franchise Agreement, an aggregate amount equal to the amount which the Co-op would have paid as a franchise fee as consideration for the use of the City Streets. The Co-op shall collect the amounts agreed upon through a surcharge to customers upon electric, telephone and fiber optic services provided to City Residents.

ARTICLE 4
SUPPLY, CONSTRUCTION AND DESIGN

4.1 Obligations Regarding Co-op Facilities. The Co-op shall install, maintain, repair, renovate and replace its Facilities with due diligence in a good and workmanlike manner. Co-op Facilities shall not interfere with the City's water mains, sewer mains or other City uses of the Streets. The Co-op shall construct and maintain its Facilities in such a way as to minimize interference with trees and other natural features.

4.2 Restoration of Service. Annually or as needed, the City and the Co-op will exchange contact information necessary so either Party can contact the other Party on a twenty-four (24) hour basis and communicate status information concerning interruptions of electric, telecommunication or fiber optic services in any part of the City. The Co-op will maintain a telephone number where customers may report an outage and/or obtain available outage status information from the Co-op on a twenty four (24) hour basis concerning interruption of electric, telecommunication or fiber optic services in any part of the City.

A. Any preplanned outage, disruption or discontinuance of the services described in this Franchise Agreement by the Co-op, will be given to the City by the Co-op within 48 hours prior to the planned outage or as soon as reasonably practical.

B. In the event the Co-op's electric system within the City or any part thereof, is partially or wholly destroyed or incapacitated, the Co-op shall use due diligence to restore such systems to satisfactory service within the shortest practicable time.

C. All property disturbed by Co-op excavation or construction activities shall be restored by the Co-op at its expense to substantially the former condition, which

existed prior to the activities according to existing City laws, ordinances and regulations.

4.3 Relocation of Co-op Facilities. Upon the City's request, the Co-op shall relocate, at the Co-op's expense, Facilities in the Streets that interfere with a Street construction project or other public improvement or public project undertaken by the City with public funds. The relocations set forth in this Franchise Agreement shall be completed within a reasonable time, not to exceed 180 days from the later of the date on which the City designee requests in writing that the relocation commence, or the date when the Co-op is provided all supporting documentation. Upon request of the Co-op, the City may also grant the Co-op reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension. Any revision by the City of supporting documentation provided to the Co-op that causes the Co-op to substantially redesign and/or change its plans regarding facility relocation shall be deemed good cause for a reasonable extension of time to complete the relocation under the Franchise Agreement. In the event that the City requests the Co-op to relocate the same Facilities within two (2) years of completion of a prior relocation made at the Co-op's expense, the subsequent relocation shall be at the City's expense, unless said relocation is necessary to remedy public health and safety concerns not reasonably foreseeable by the City at the time of the prior relocation.

4.4 As-Built Drawings. The Co-op shall supply drawings to the Town as required for any Town project as requested by the Town. When use of the project is complete, all drawings shall be returned to the Co-op.

4.5 Damage. The Co-op shall promptly repair all damage to the Streets or property in the streets and eliminate any dangerous condition in the Streets caused by Co-op activities or Facilities. If such damage poses an immediate hazard to the health or safety of the public, the City shall provide notice of the situation to the Co-op immediately, and may take reasonable action to abate said hazard, and the Co-op shall reimburse the City for said reasonable action; provided, however, that the Co-op shall not be liable for costs incurred by the City for providing emergency police or fire services generally made available to the public. In all other instances of damage to the Streets or property in the Streets or dangerous conditions in the Streets caused by Co-op activities or Facilities, the City shall give notice to the Co-op of the damage or condition and allow the Co-op a reasonable time to repair said damage or eliminate said condition. If the Co-op fails to repair the damage or eliminate the condition within a reasonable time after notice, the City may repair the damage or eliminate the condition, and surcharge the Co-op, but shall not perform any work on Co-op Facilities.

4.6 Annual Review. The Co-op and City will meet annually to review technological advances in the Co-op's equipment and service that could be mutually beneficial to the City and its residents.

4.7 Extension of Facilities. Upon receipt of the City's authorization for billing and construction, the Co-op shall extend its Facilities to provide electricity to the City for municipal uses within the City boundaries, without requiring the City to advance funds prior to construction.

ARTICLE 5
COMPLIANCE

5.1 Police Powers. The Co-op expressly acknowledges the City's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as the City may deem necessary in the exercise of its governmental powers. As of the time this Franchise Agreement takes effect, the City is not aware of any City laws and regulations which conflict with any provision of this Franchise Agreement. If the City considers making any substantive changes in its local laws, ordinances or regulations that may significantly impact the Co-op's operations in the City Streets, it will make a good faith effort to advise the Co-op of such consideration.

5.2 Compliance with Applicable Laws. The Co-op and all of its contractors shall promptly and fully comply with all applicable Federal, State and City laws, ordinances, rules and regulations, as may be amended from time to time. The Co-op shall require its contractors working in and upon the streets to hold the necessary licenses and permits required by the City.

5.3 Compliance with City Requirements. The Co-op will comply with all City building and zoning codes and requirements regarding curb and pavement cuts, excavating, digging, and related construction activities, as may be amended from time to time. The installation, renovation, replacement and maintenance of any Co-op facilities in and upon the City streets or other City property by or on behalf of the Co-op shall be subject to permit, inspection to ensure that said work has been performed in accordance with all City ordinances and regulations applicable to all franchised, licensed, or permitted users of the Streets, and approval by the City. Such permitting inspection and approval may include, but shall not be limited to, the following matters: location of City facilities, cutting and pruning of trees and shrubs; provided, however, Co-op' shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures, and disturbance of pavement, sidewalks and surfaces of City streets or other City property. The Co-op agrees to cooperate with the City in conducting inspections and shall promptly perform any remedial action at company expense, lawfully required by the City pursuant to any such inspection.

ARTICLE 6
CITY USE OF CO-OP FACILITIES

6.1 City Use of Distribution Poles. The City shall have the right to attach, without paying a pole attachment fee, City-owned police, fire, traffic control equipment, banners and holiday lighting to Co-op distribution poles and street lighting poles within the City in a manner that complies with the applicable Safety Codes. All other attachments must be approved by the Co-op, and the Co-op reserves the right to charge a reasonable fee for such attachments. The City shall hold harmless and indemnify the Co-op for all liability associated with the City's facilities on the Co-op's poles. The City's use of the Co-op's poles shall be in such a manner as not to constitute a safety hazard or to interfere with the Co-op's use of the poles. Any construction or reconfiguration that, in the sole judgment of the Co-op, is required because of the City's attachment of equipment to Co-op distribution poles shall be paid for by the City.

6.2 Trenches Available for City Use. If the Co-op opens a trench to install its Facilities, the Co-op shall provide advance notice to the City to permit the City to install City Facilities in the same trench at the City's expense. The City's installation of its Facilities shall not interfere with the Co-op's Facilities or delay the commencement or completion of the Co-op's construction project.

ARTICLE 7
INDEMNIFICATION OF THE CITY

7.1 City Held Harmless and Indemnified. The Co-op shall indemnify, defend, and hold the City harmless from and against all liability, damage, or judgments, and all claims or demands arising out of Co-op's operations within the City pursuant to this Franchise Agreement. The City shall provide prompt written notice to the Co-op of the pendency of any claim or action against the City arising out of the exercise by the Co-op of its franchise rights. The Co-op and the City shall be permitted, at their own respective expense, to appear and defend or to assist in the defense of such claim(s). The Co-op shall not be obligated to indemnify, defend, or hold the City harmless to the extent any liability, damage, judgment, claim, demand or lien arises out of or in connection with any intentional or negligent act or failure to act of the City or any of its officials, agents or employees, or to the extent that any liability, damage, judgment, claim, demand, or lien arises out of or in connection with the use of City Facilities.

ARTICLE 8
UNDERGROUND CONVERSION OF OVERHEAD ELECTRIC FACILITIES

8.1 Undergrounding of New Lines. Co-op shall place all newly constructed electrical distribution lines underground unless approved otherwise by the City.

Undergrounding shall only be required for electric distribution lines of 7,500 volts or less.

8.2 Conversion of Existing Overhead Lines to Underground. Co-op and City shall meet annually during the month of September, or such other time as is mutually convenient, to review the Co-op's Two Year Capital Work Plan and the Co-op's Ten Year Capital Work Plan. The City shall present which sections of the existing overhead electric distribution lines it desires to underground and the Co-op and City shall mutually agree on when such undergrounding will occur and the Co-op shall include the agreed upon projects in the Ten Year Capital Work Plan and, if applicable, in the Two Year Capital Work Plan. The Co-op shall not withhold approval of the projects requested by the City except where necessary, at the Co-op's sole discretion, for safety or protection of the electric system's integrity. The Co-op shall prepare a detailed, good faith cost estimate of the cost of the projects for the City to review.

8.3 Planning and Coordination of Undergrounding Projects. The City and Co-op shall mutually plan in advance the scheduling of undergrounding projects as part of the review and planning for other City and Co-op construction projects. The purpose of such meetings shall be to further cooperation between the City and the Co-op to achieve the orderly undergrounding of Co-op facilities.

8.4 Cooperation with Other Utilities. When undertaking an undergrounding project, the City and Co-op shall work with other utilities or companies that have overhead lines in the area in an attempt to underground all lines as part of the same project.

ARTICLE 9
TRANSFER OF FRANCHISE

9.1 Consent of City Required. The Co-op shall not transfer or assign any rights under this Franchise Agreement to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, without the City's written approval of such transfer or assignment. The City shall have the right to require a transfer fee to be paid from such transferee to the City. Approval of the transfer or assignment shall not be unreasonably withheld.

ARTICLE 10
MUNICIPALIZATION

10.1 City's Right to Condemn. During the term of this Franchise Agreement, the City shall have the right to condemn the Facilities of the Co-op only as provided under applicable law.

10.2 Operation of a Municipal Utility or Competing Distributors. If, during the term of this Franchise Agreement, the City operates a municipal utility or issues to another entity a franchise to use the Streets for the placement of electric and/or gas Facilities, the Co-op shall no longer be required to collect and pay franchise fees under Article 3 unless substantially the same terms and conditions apply to the service provided by the City or by the other entity.

ARTICLE 11
BREACH

11.1 Breach. If the Co-op fails to perform any of the terms and conditions of this Franchise Agreement and such failure is within the Co-op's control, the City may notify the Co-op of the specific failure and shall allow the Co-op a reasonable time within which to remedy the failure. If the Co-op does not remedy the failure and the failure is of a substantial nature, the Board of Trustees may terminate this Franchise Agreement after a full evidentiary hearing. Termination of this Franchise Agreement shall be by ordinance enacted by the affirmative vote of a majority of the members of the entire Board. In addition to termination, the City shall have any other remedy provided at law or equity for the enforcement of contracts, including, without limitation, specific performance to the extent the same may be ordered by a court of competent jurisdiction.

11.2 Force Majeure. Neither the City nor the Co-op shall be in breach of this Franchise Agreement if a failure to perform any of the duties under this franchise is due to force majeure.

11.3 Judicial Review. Any such termination of the Franchise Agreement shall be subject to judicial review as provided by law and shall be brought in the District Court of the Twelfth Judicial District for the State of Colorado.

ARTICLE 12
MISCELLANEOUS

12.1 Amendments to Franchise. This Franchise Agreement may be amended only by written agreement signed by both the Co-op and the City, which is approved in the same manner as is required for the approval of this Franchise Agreement.

12.2 Successors and Assigns. The rights, privileges, franchises and obligations, in whole or in part, granted and contained in this ordinance shall inure to the benefit of and be binding upon Co-op, its successors, assigns, affiliates, and subsidiaries.

12.3 Third Parties. Nothing contained in this Franchise Agreement shall be construed to provide rights to third parties.

12.4 Continuation of Utility Service. In the event this Franchise Agreement is not renewed at the expiration of its term or is terminated for any reason, the Co-op agrees to continue to provide utility service. The Co-op further agrees that it will not withhold any temporary utility services necessary to protect the public.

12.5 Representatives. Both parties shall designate, from time to time, representatives for the Co-op and the City to whom notices shall be sent regarding any action to be taken under this ordinance. Notice shall be in writing and shall be delivered in person or by certified mail to the persons and addresses hereinafter stated, unless the persons and addresses are changed at the written request of either party. Until any such change shall be made, notices shall be sent as follows:

To the City Administrator:
City of Creede
P.O. Box 457
2223 N. Main Street
Creede, CO 81130

To the Co-op:
Chief Executive Officer
San Luis Valley Rural Electric Cooperative, Inc.
3625 W US highway 160
Monte Vista, CO 81144

12.6 Severability. Should any one or more provisions of this Franchise Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a substitute term that will achieve the original intent of the Parties hereunder.

12.7 Entire Agreement. This Franchise Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein and supersedes any and all prior written or oral agreements, negotiations, correspondence, understandings, and communications with respect to this Franchise Agreement.

12.8 Headings for Reference Only. The headings in this Franchise Agreement are for reference only and convey no substantive rights or impose no substantive obligations on the Parties.

12.9 No Waiver of Rights. Neither the City nor the Co-op waives any rights under the statutes and constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

12.10 <u>Prevailing Party.</u> In any judicial or administrative action to enforce any of the terms or conditions of this Franchise Agreement each party shall be responsible for its own legal fees and costs.

12.11 <u>Approval of Franchise.</u> The Co-op shall promptly execute, in writing, its acceptance of this Franchise Agreement and of any amendment of this Franchise Agreement following the City's final approval of the same. The failure by the Co-op to execute such an acceptance within forty-five (45) days of said final adoption by the City shall be deemed an acceptance of such Franchise Agreement or amendment thereof.

12.12 <u>Payment of Ordinance Expenses.</u> The Co-op shall reimburse the City for actual out-of-pocket expenses incurred in publishing notices and ordinances and conducting elections related to this Franchise Agreement.

[***EXECUTION PAGE FOLLOWS***]

CITY OF CREEDE, COLORADO

BY:_____ **ATTEST:_____**
Eric Grossman, Mayor **Randi Snead, Town Clerk**

APPROVED AS TO FORM:

BY:_____
Eric J. Heil, City Attorney

ACCEPTED:
SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.,

BY:_____
Loren Howard,
Chief Executive Officer

HEIL LAW & PLANNING, LLC

MEMORANDUM

TO: Honorable Mayor Grossman and Town Board members
CC: Clyde Dooley, Town Manager
FROM: Eric Heil, Esq.
DATE: July 2, 2015
SUBJECT: Ord. No. 387 Annexing Creede Wastewater Treatment Facility Property

Summary: Ordinance No. 387 is presented to the Board of Trustees for its consideration. Ord. No. 387 would annex the City of Creede wastewater treatment facility property ("Property") into the boundaries of the City of Creede. The Property is proposed for annexation because it is a municipal facility and therefore land use regulation and zoning is more appropriate with the City jurisdiction. Annexation of the Property also facilitates establishing required contiguity to annex the fairground property in the future.

Property Description: The Property is 9.99 acres. The Municipal Annexation Act of 1965 ("Annexation Act") requires that at least 1/6th of the perimeter of the Property must be contiguous with the boundary of the City of Creede. The attached Annexation Plat indicates that 53.11% of the perimeter of the Property is contiguous with the existing City boundaries. The current City of Creede sewer lagoons are located on the Property.

Annexation Process: Typically, a public hearing is required for annexation of property; however, there is a statutory provision that allows a simple one step process annexation of municipally owned property without a public hearing. The Board of County Commissioners of Mineral County waived the requirement for Annexation Impact Report. After adoption of the Ordinance, the City must execute and file three copies of the Ordinance and Annexation Plat with the Clerk and Recorder for Mineral County.

Zoning: The City is required to zone the Property within 90 days after the effective date of the annexation. The annexation Ordinance takes effect 30 days after adoption, so the City has until its regular meeting in November to adopt a zoning ordinance. Adoption of zoning requires both the Planning Commission and the Board of Trustees to conduct public hearings and to provide at least 15 days prior notice of the public hearing in the Mineral County miner. The Industrial District zone is probably the most appropriate zone district for the Property.

Proposed Motion: "*I move to approve Ordinance No. 387 Annexing the City of Creede Wastewater Treatment Facility Property*."

Thank you, Eric

Heil Law & Planning, LLC
2696 South Colorado Blvd., Suite 550
Denver, CO 80222
Office: 303.975.6120
Fax: 720.836.3337
E-Mail: eric@heillaw.com
Heil Law & Planning, LLC
2696 South Colorado Blvd., Suite 550
Denver, CO 80222
Office: 303.975.6120
Fax: 720.836.3337
E-Mail: eric@heillaw.com

ORDINANCE NO. 387

APPROVING THE ANNEXATION OF THE CITY OF CREEDE WASTEWATER TREATMENT FACILITY PROPERTY

WHEREAS, the City of Creede ("City") is the sole owner of the City of Creede wastewater treatment facility property, described on Exhibit A, attached hereto and incorporated by reference ("Property");

WHEREAS, the Board of Trustees for the City of Creede desires to annex the Property; and

WHEREAS, Annexation Property is eligible for annexation under the provisions of the Municipal Annexation Act of 1965, Colorado Revised Statute Title 31, Article 12 and complies with the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, § 31-12-106(3), and § 31-12-108.5; and

WHEREAS, Property is owned by the City and is not solely a public street or right-or-way; and

WHEREAS, the Board of Trustees finds that the City has submitted a petition for annexation of the Property, attached hereto as **Exhibit B: Annexation of Book 112-B at Page 59 thru 61 Sewer Lagoons, City of Creede** ("Annexation Plat"), that the Property is 1/6 contiguous with the existing municipal boundary of the City of Creede, and that a community interest exists because the Property includes essential municipal public infrastructure serving the Creede community; and

WHEREAS, C.R.S. § 31-12-106(3) authorizes the annexation of unincorporated municipally owned land without notice or hearing; and

WHEREAS, upon request by the City, the Board of County Commissioners of Mineral County waived the requirement to prepare and submit an Annexation Impact Report in accordance with C.R.S. § 31-12-108.5; and

WHEREAS, it is desirable that the said parcel be annexed to the City in order to encourage well-ordered development, and no additional terms or conditions are to be imposed on this annexation; and

WHEREAS, the annexation of the said parcel to the City is in the best interests of the public health, safety and general welfare of the people of the City of Creede.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, that:

Section 1. **Recitals Incorporated.** The recitals above are incorporated as part of the findings and actions of this Ordinance.

Section 2. **Annexation.** The Property is hereby annexed into the City of Creede.

Section 3. **Executing and Filing Documents.** The Mayor and City Clerk are hereby authorized to execute all necessary documents to complete the annexation of the Property. As required by statute, the City shall:

a) File one copy of the Annexation Plat with the original of this Ordinance in the office of the City Clerk for the City; and

b) File for recording three certified copies of this Ordinance and of the Annexation Plat containing a legal description of such area with the Clerk and Recorder of Mineral County, Colorado.

Section 4. **Correction of Errors.** The City Clerk and City Attorney are authorized to review and approve the correction of any typos, references, dates, recitals, grammar and matters related to compliance with statutory format requirements provided that such corrections do not change the substance of this Ordinance.

Section 5. **Publication.** The City Clerk is hereby authorized and directed to publish this Ordinance by title only in the Mineral County Miner, a newspaper of general circulation within the City on the next available publication date.

Section 6. **Effective Date.** This Ordinance shall take effect thirty (30) days after final passage in accordance with the Colorado Revised Statutes.

INTRODUCED, APPROVED, AND PASSED ON THE FIRST AND FINAL READING ON JULY 7, 2015.

By:_____ **Attest:**_____

Eric Grossman, Mayor Randi Snead, Town Clerk

APPROVED AS TO FORM:

By:_____

Eric J. Heil, Town Attorney

EXHIBIT "A"
Legal description of Annexation Property

A tract of land in the NW ¼ of Section 6, Township 6, 41N, Range 1E, NMPM, Mineral County, Colorado, containing 10.00 acres, more or less, which tract is more particularly described by metes and bounds as follows, to-wit: Assuming that the south line of said NM¼ Section 6 bears N 89º 13' W – S 89º 13' E; thence beginning at the4 southeast corner of the tract herein described, which corner is a point on the south line of said NW¼ Section 6, whence the Center Quarter corner of said Section 6, a brass cap ijn place, bears S 89º 13' E, 729.90 feet distant; thence N 89º 13' W, 325.43 feet along the south line of said NW¼ Section 6 to the southwest corner of the tract herein described, which corner is located 30.00 feet northwesterly of and parallel to, the centerline of Colorado State Highway No. 149, as constructed, the following courses: N 24º 50.5' W, 124.66 feet, N 27º 52' W, 308.69 feet, N 25º 33' W, 301.44 feet, N 28º 03.5' W, 247.56 feet, and N 32º 38.5' W, 336.68 feet to the northwest corner of the tract herein described, thence N 57º 21.5' E, 357.70 feet to the northeast corner of the tract herein described; thence S 25º 33' E, 1504.49 feet to the place of beginning.

The tract is subject to any and all existing easements and/or rights of ways of whatsoever nature, including but not limited to:

1. An easement for the Sanitary Sewer system for the City of Creede, recorded in Book 112-8 at Pages 59 thru 61, in the office of the Mineral County Clerk and Recorder.

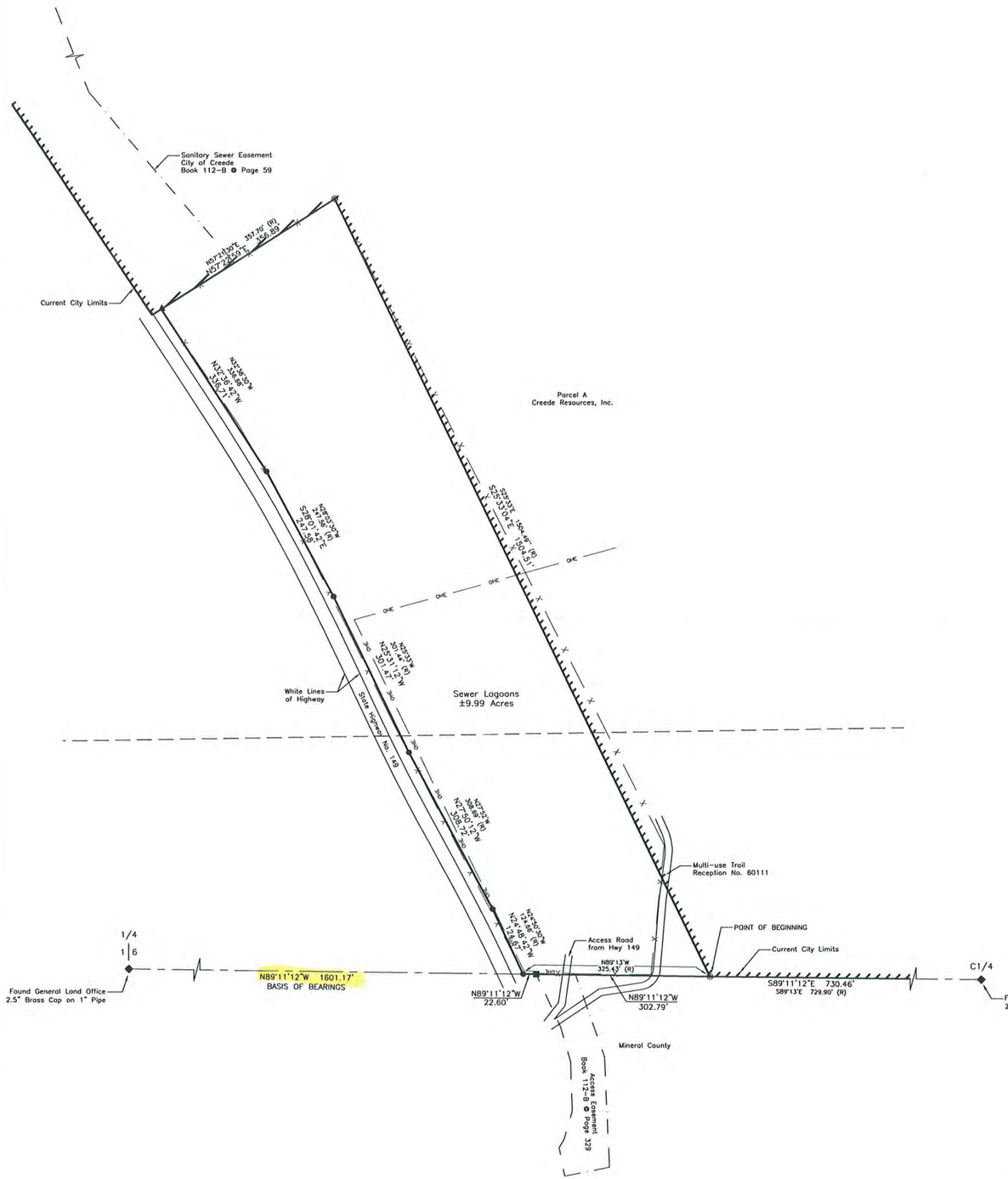
2. An extendible 10 year License Agreement for a multi-use trail for the benefit of the public, effective May 1, 2002. The memorandum of the license agreement is recorded at Reception No. 60111 in the office of the Mineral County Clerk and Recorder.

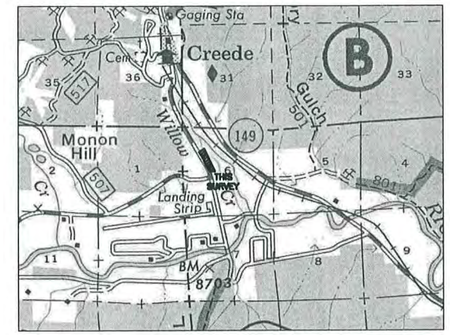
3. An access Easement recorded in Book 112-8 at Page 329 in the office of the Mineral County Clerk and Recorder.

4. The existing as constructed Colorado State Highway 149.

ANNEXATION OF BOOK 112-B AT PAGE 59 THRU 61
SEWER LAGOONS
CITY OF CREEDE

Located in the Northwest 1/4 S.6, T. 41 N., R. 1 E.,
N.M.P.M., Mineral County, Colorado





VICINITY MAP
not to scale

LEGEND:

- Found Section Corner as described
- Found No.4 Rebar w/ Red Plastic Cap (LS 5442)
- Found No.4 Rebar w/ Yellow Plastic Cap (PLS 22583)
- Found No.4 Rebar
- Set No. 5 rebar with 1.5" Aluminum Cap (LS 36063)
- Property Boundary Line
- Section Line
- Lotlines
- Wire Fence
- Overhead Electric
- (R) Record Bearings & Distances from deed recorded under Reception No. 46132 in the records of the Mineral County Clerk & Recorder

SCALE: 1"=100'
US SURVEY FEET

0' 100' 200' 300'

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF NW1/4 SECTION 6, MONUMENTED AS SHOWN HEREON, HAVING A BEARING OF N89°11'12"W

ANNEXATION PETITION

KNOW ALL MEN BY THESE PRESENTS that the undersigned "Petitioners" in accordance with the Municipal Annexation Act of 1965 hereby petition to the Board of Trustees of the City of Creede, Colorado, for the Annexation to the City of Creede of the Unincorporated Territory more particularly described as follows:

A tract of land located in the NW1/4 of Section 6, Township 41 N., Range 1 E., NMPM, Mineral County, Colorado, containing 10.00 acres, more or less, which tract is more particularly described by metes and bounds as follows, to-wit: Assuming that the south line of said NW1/4 Section 6 bears N 89°13' W – S 89° 13' E; thence beginning at the southeast corner of the tract herein described, which corner is a point on the south line of said NW1/4 Section 6, whence the Center Quarter corner of said Section 6, a brass cap in place, bears S 89° 13' E, 729.90 feet distant; thence N 89° 13' W, 325.43 feet along the south line of said NW1/4 Section 6 to the southwest corner of the tract herein described, which corner is located 30.00 feet northeasterly of the centerline of Colorado State Highway No. 149, as constructed; thence generally following a line 30.00 feet northeasterly and parallel to the centerline of Colorado State Highway No. 149, as constructed, the following courses: N 24° 50.5' W, 124.66 feet, N 27° 52' W, 308.69 feet, N 25° 33' W, 301.44 feet, N 28° 03.5' W, 247.56 feet and N 32° 38.5' W, 336.68 feet to the northwest corner of the tract herein described; thence N 57° 21.5' E, 357.70 feet to the northeast corner of the tract herein described; thence S 25° 33' E, 1504.49 feet to the place of beginning.

This tract is subject to any and all existing easements and/or rights of ways of whatsoever nature, including but not limited to:
1. An easement for the Sanitary Sewer system for the City of Creede, recorded in Book 112-B at Pages 59 thru 61, in the office of the Mineral County Clerk and Recorder.
2. An extendible 10 year License Agreement for a multi-use trail for the benefit of the public effective May 01, 2002. The memorandum of the license agreement is recorded at Reception No. 60111 in the office of the Mineral County Clerk and Recorder.
3. An access Easement recorded in Book 112-B at Page 329 in the office of the Mineral County Clerk and Recorder.
4. The existing as constructed Colorado State Highway 149.

SIGNED_____ SIGNED_____
Mayor of Creede Attest: City Clerk

1/6 CONTIGUOUS PERIMETER CALCULATIONS

Total Perimeter Length of Annexation = 3506.65'
Contiguous Perimeter with Existing City Limits = 1862.19'
Parcel is 53.11% Contiguous

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE OPINION AND IN NO WAY SHALL IT BE CONSTRUED AS A TITLE OPINION BY THIS SURVEYOR OR DAVIS ENGINEERING, INC. CLIENT DID NOT WISH TO HAVE DAVIS ENGINEERING SERVICE, INC. RESEARCH AND SHOW RECORD OR APPARENT EASEMENTS THAT MAY AFFECT THIS PROPERTY.

2. CERTIFICATION DEFINED: THE USE OF THE WORDS "CERTIFY" OR "CERTIFICATION" BY A LICENSED PROFESSIONAL LAND SURVEYOR CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS AND FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EITHER EXPRESSED OR IMPLIED. (PER COLORADO STATE BOARD RULE NO. 6.2.2).

SURVEYORS CERTIFICATE

I, KEITH E. LUTTRELL, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OR MAP WAS PREPARED FROM NOTES OF AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE.

FOR AND ON BEHALF OF
DAVIS ENGINEERING SERVICE, INC.

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO
COUNTY OF MINERAL } SS

I hereby certify that this instrument was filed in my office at _____o'clock, this _____ day

of _____, 2015, and is duly recorded under Reception No._____, and is filed in

Book _____ of the Land Survey Plats at Page _____.

_____ _____
Signed Title

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

REVISIONS	ANNEXATION OF BOOK 112-B AT PAGE 59-61 SEWER LAGOONS CITY OF CREEDE Located in the Northwest 1/4 S.6, T. 41 N., R. 1 E., N.M.P.M., Mineral County, Colorado		
	SCALE 1"=100'	DAVIS ENGINEERING SERVICE, INC. P.O. BOX 1840 ALAMOSA, COLORADO 81101 PHONE: (719) 589-3004 FAX: (719) 589-3712	SURVEYED BY KL/TC
	DATE 2/10/15		DRAFTED BY TC
CLIENT CITY OF CREEDE			FILED AP0813

Manager's Report

To: Mayor and Board of Trustees
Date: July 7, 2015
From: Clyde Dooley

MidWest Mine structures – Administrative Direction

I spoke with Chuck Powers about the City conveying the four structures at the MidWest Mine to the Creede Mining Heritage, Inc.. His group is dedicated to preserving as many old mining structures as they can and would gladly accept them.

With your direction I'll drart a quit-claim deed conveying the structures and work with Eric H. to have it ready for your consideration next month.

EPA Letter – Administrative Direction

Attached is the letter to the EPA in support to them working with Creede Mining Heritage, Inc to acquire and preserve the Commodore structures and site. **With your direction I'll get the Mayor's signature and mail it.**

Creede Repertory Theatre – Administrative Direction

The theatre would like to place a temporary shipping container in the parking spaces south of the Ruth Brown Theatre for storage. I'm assuming that would be thru their last play scheduled for September 19th. The container is 20' long and 8' wide. Depending on how close it's placed to the building it should only take up a couple of parking spaces. Too far away from the building might interfere with parking at the Dog House.

Things like this generally go to the Planning Commission first, but the timing of this request prompted me to bring it to your attention first. **The Trustees could possibly approve it with the condition the Planning Commission recommends it next Tuesday.**

Zoning Amendment for Blocks 7, 14, and 15, South Creede – Administrative Direction

I talked with the Planning Commission last month about the idea of re-zoning the old school property to R-2, Residential District, Two (2) family and Multi-Family. This zoning would allow multi-family housing without compromising single-family. With the City & County purchasing the north half of Block 15 and the Baptist Church purchasing the south half I'd recommend we re-zone that block to B-1.

The process should take between sixty (60) and seventy-five (75) days to complete. **I recommend the Trustees approve the rezoning of Blocks 7 and 14, South Creede to R-2 and Block 15, South Creede to B-1.**

Franchise Agreement – Update

The process is moving along at municipal speed and should have this ready for your consideration next month.

County and City MOU – FYI

Attached is a copy of the Memorandum of Understanding agreed and executed by Mineral County and the City of Creede on June 29, 2015. We should know by the time of our meeting if our bid was successful. If it is, we'll likely begin discussions with the County Commissioners about establishing a joint County/City entity for recreation and senior activities organization possibly involving public welfare.

Source Water Protection Plan – Reminder

Attached is Robert's report from our stakeholders meeting last month. The next meeting is scheduled for August 12th at 5:30 pm.

Jan Ramsay Letter – FYI

Attached is the self-explanatory letter I sent to Jan Ramsay to protect our concerns with the sale of lots 34, 35, and 36 in Block 49, South Creede.

2016 CDPHE Eligibility Surveys – FYI

Attached are copies of the 2016 water and wastewater Colorado Department of Public Health and Environment Eligibility Surveys Robert and I completed. If you have any questions, please stop by the office.

Preliminary Engineering Report – Update

I lost where we were with evaluating the options presented by Bohannan Huston. Did the Trustees say they wanted to be part of the evaluating?

Wastewater Treatment Discharge Permit – Update

We received a Case Management Order and Respondents Discovery Requests from the state Office of Administrative Courts. Our attorney is collecting discovery documents and Ben and Ron will be deposed later this month.

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.

May Finances – FYI

		YTD
General Fund	3,106	81,759
Capital Improvement Fund	(8,350)	57,265
Conservation Trust Fund	1	3,634
Virginia Christensen Fund	(39,970)	(139,848)
Water & Sewer Fund	70,522	98,346
Net	25,309	101,156

City Sales Tax: total $42,256 through the end of May. That's up $1,314 for the same period last year and down $1,142 compared to last May.

City Funds total $2,140,634 through the end of May. That's up $180,173 for the same period last year and down $8,130 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.

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

City of Creede

June 24, 2015

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

RE: Creede Mining Heritage, Inc.

Dear Joy,

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

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

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

Sincerely and Respectfully,

Eric Grossman
Mayor

Creede Mining Heritage, Inc.
P.O. Box 403
Creede, Co.
81130

June 11, 2015

Clyde Dooley
Creede City Manager
2223 North Main Street
Creede, CO 81130

Clyde:

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

The EPA has a Superfund clean up project in the area of these claims and, as part of that effort, has a lien on those claims and structures. I have been working with the EPA to possibly develop an agreement to acquire the claims and important structures located thereon. I would appreciate a letter from the City to the manager of the EPA project, supporting our effort. EPA has some responsibility to attempt to preserve important structures associated with superfund sites. A letter from the City would be of help in our effort. I believe that preservation of these structures would be of value to the City of Creede as they are and an important attraction and therefore an economic asset of the area.

The Manager of the program at EPA and contact information is as follows:

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

I will be willing to attend a meeting of the town if the matter is put on the agenda. Please let me know if you need further information.

Sincerely,

Charles C. Powers
President

Ryan Prince
719 849 3014 - Cell

City of Creede
Building Permit Application

Permit Number: _____ Application Date: 6-16-15 Expiration Date: _____
Property Owner(s): Creede Repertory Theatre Phone: 719-658-2540 ext 221
Address: PO Box 269 City/State/Zip: Creede, CO 81130
Address of Job Site: 120 S. Main St. (Ruth Theatre)
Contractor: _____ Phone: _____
Subdivision: _____ Block: _____ Lot(s): _____ Zoning: _____

Do you need? Water Tap No Sewer Tap No Water Meter No Cross-Connection Control? No
Attach a Utility Permit, if applicable. If not applicable, explain.

Type of Building/Construction (check all that apply)

Type of Construction	Construction Material (B)	Type of Heating
New Building	Wood / Metal	Propane
Remodel	Masonry	Electricity

Other (Ex. New house, addition, deck, accessory building, remodel etc.)
We would like to place a rented, temporary, shipping container (20') in the parking places south of the Ruth Theatre

Proposed Use: Residential; Single Family ☐ Multi-Family ☐ Other _____
Commercial (Explain) Storage for summer scenery

Provide Site & Building Plans. Please see item 2 of Building & Utility Permit Procedures for clarification on plan requirements.

(1) Dwelling/Main Building Total Height: _____ Floors: _____ Lawn Area: _____ s.f.(Est.)

	1st floor	W	x D	=		s.f.
	2nd floor	W	x D	=		s.f
(2) Garage/Storage/Accessory		W 8'	x D 20'	=	160	s.f.
(3) Carport		W	x D	=		s.f.
(4) Deck		W	x D	=		s.f.
	Total S. F.				160	**S.F.**

To calculate Valuation, take Construction Material amount from Valuation Data and multiply by the Square Footage. (calculate different construction material separately.)

(1) Construction Material	0	X	Total SF 160	= $ 0
(2) Construction Material		X	Total SF	= $
(3) Construction Material		X	Total SF	= $
(4) Construction Material		**X**	Total SF	= $
(1) + (2) + (3) = (4) = Total Valuation				= $ 0

(continued on next page)

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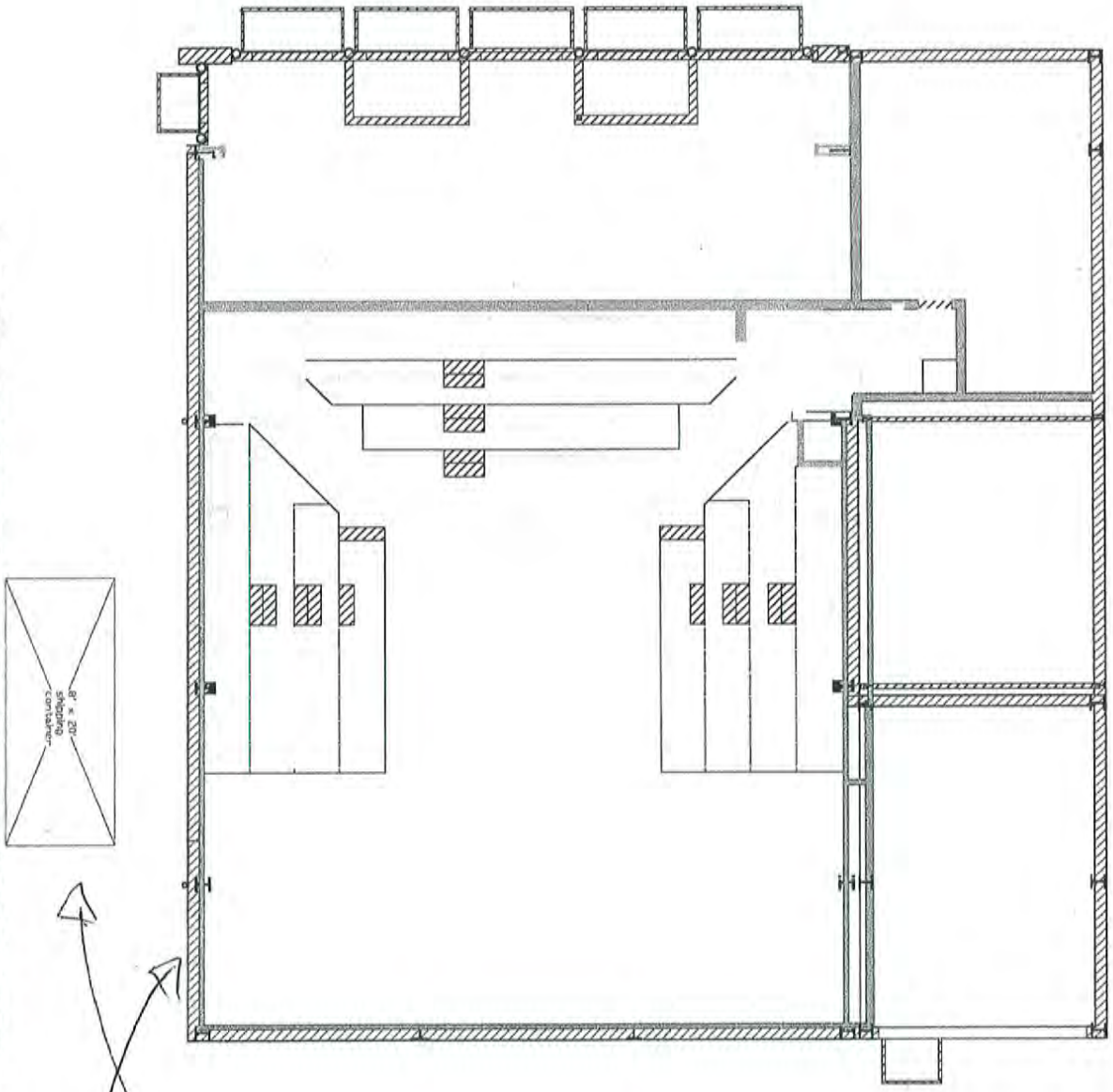
Main St.



shipping Container

Loading door

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Sec. 4-4 Matrix of Permitted and Conditional Uses by Zoning District

The following codes are used in the table below:

P – Permitted Principal Use
C – Permitted Conditional Use
* – Use Prohibited

R-1 R-2 B-1

PERMITTED USES	R-1	R-2	MH	B-1	B-2	C	I	H[a]	O
Residential Uses									
Accessory buildings and accessory uses	P	P	P	P	P	P	P		*
Accessory dwelling when associated with a permitted use[b]	P	P	*	C	*	*	C		*
Group homes	P	P	*	P	P	P	C		*
Mobil home	*	*	P	*	*	*	*		*
Multiple-family dwellings	*	P	*	P	P	P	*		*
Senior housing	*	P	*	P	*	*	*		*
Single-family detached dwellings	P	P	P	C	C	C	*		*
Two-family dwellings	*	P	*	P	C	C	*		*
Institutional/Civic/Public Uses									
Cemeteries	*	*	*	*	*	*	*	*	C
Churches or place of worship and assembly	C	C	*	P	P	P	*		*
Community facilities	C	C	*	C	C	C	*		*
Golf courses	C	C	*	C	C	*	C		*
Golf driving range	C	C	*	C	C	*	C	C	*
Parks and open space	P	P	P	P	P	P	P	P	P
Public and private schools for elementary, intermediate and high school education	C	C	*	C	*	C	*		*
Public and private schools, including colleges, vocational training and technical training	*	*	*	P	C	C	*		*
Public facilities provided that business offices and repair and storage facilities are not included	C	C	P	P	P	P	P		C
Public facilities with business offices, but without repair and storage facilities	*	*	*	P	P	P	P		*
Public facilities with business offices and repair and storage facilities	*	*	*	C	P	C	P		*
PERMITTED USES	R-1	R-2	MH	B-1	B-2	C	I	H	O
Institutional/Civic/Public Uses (cont.)									

[a] Any principal use or conditional use set forth in the underlying district is allowed provided that the hazard has been mitigated.

[b] Accessory dwellings shall be limited to eight hundred fifty (850) square feet in floor area, with no more than one (1) per lot in addition to the single-family dwelling.

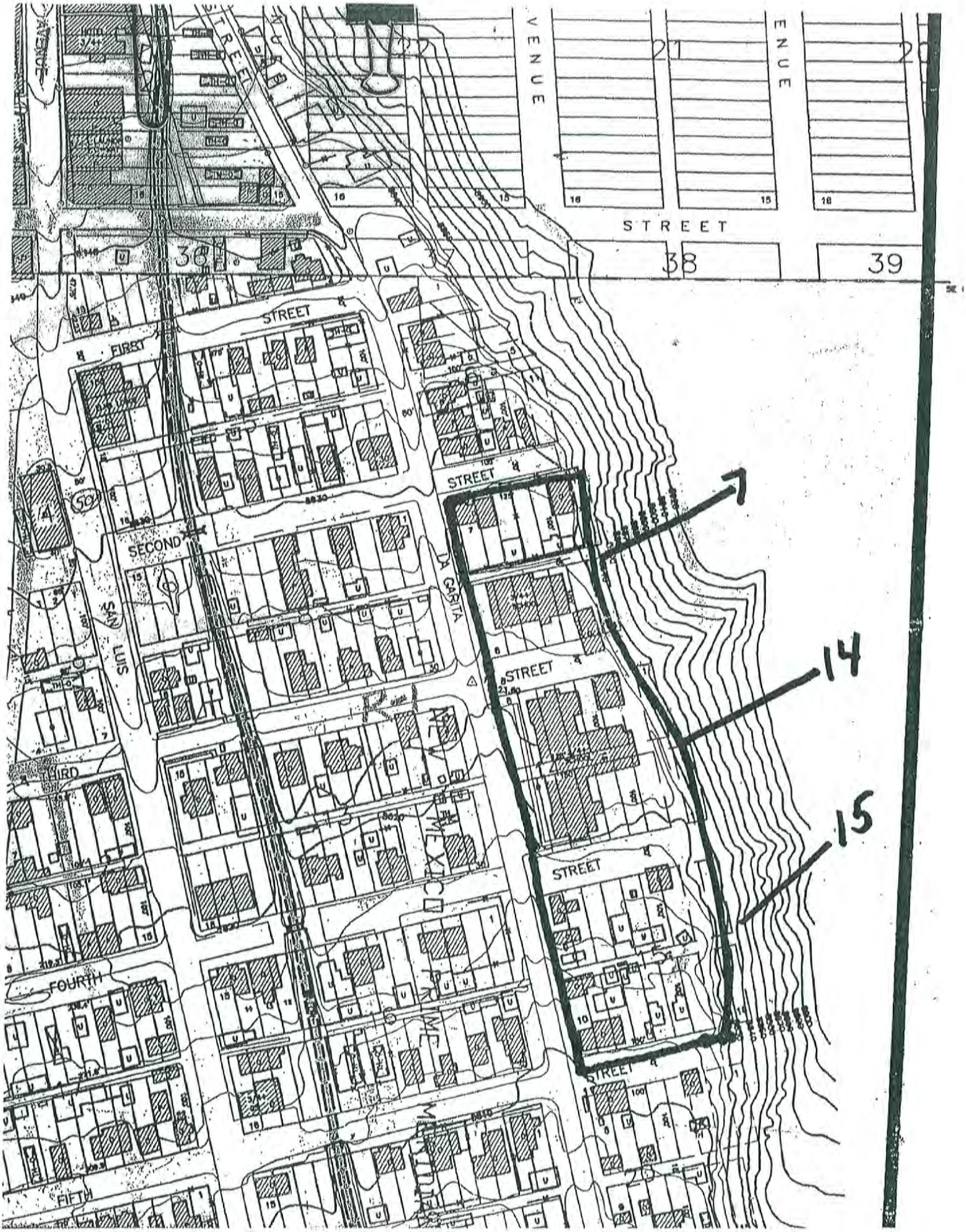
From: Clyde Dooley <manager@creedetownhall.com>
Sent: Monday, June 29, 2015 11:30 AM
To: Catherine Kim (trusteekim@creedetownhall.com); Elizabeth Zurn (trusteezurn@creedetownhall.com); ericredlion@yahoo.com; Heather DeLonga (trusteedelonga@creedetownhall.com); Mary McDonald (trusteemcdonald@creedetownhall.com); 'Randy'; Teresa Wall (trusteewall@creedetownhall.com); donaldhollenshead@rameyking.com; ramona102261@hotmail.com; rscotty@gojade.org
Cc: anne@brokenarrowcreede.com; buck@creedek12.net; Janelle Kukuk
Subject: Zoning for old school property

Good Morning Commissioners and Trustees,

Congratulations on this morning's MOU. We might end up with a Senior Recreation District yet. Remember about 6-7-years ago when that was being tossed around?
I've had a few inquiries about the zoning for the old school property – which is R-1. The inquiries I've received are about multiple and two-family dwellings. Neither are allowed in R-1, but are in R-2. With all the recent developments I brought this up at our last Planning and Zoning meeting and the next step is to ask the Trustees what they think. It's easily a 60-75 day process, but would accommodate the inquires I've received without compromising single family housing.

Any thoughts I might mention in next Tuesday's meeting?

Clyde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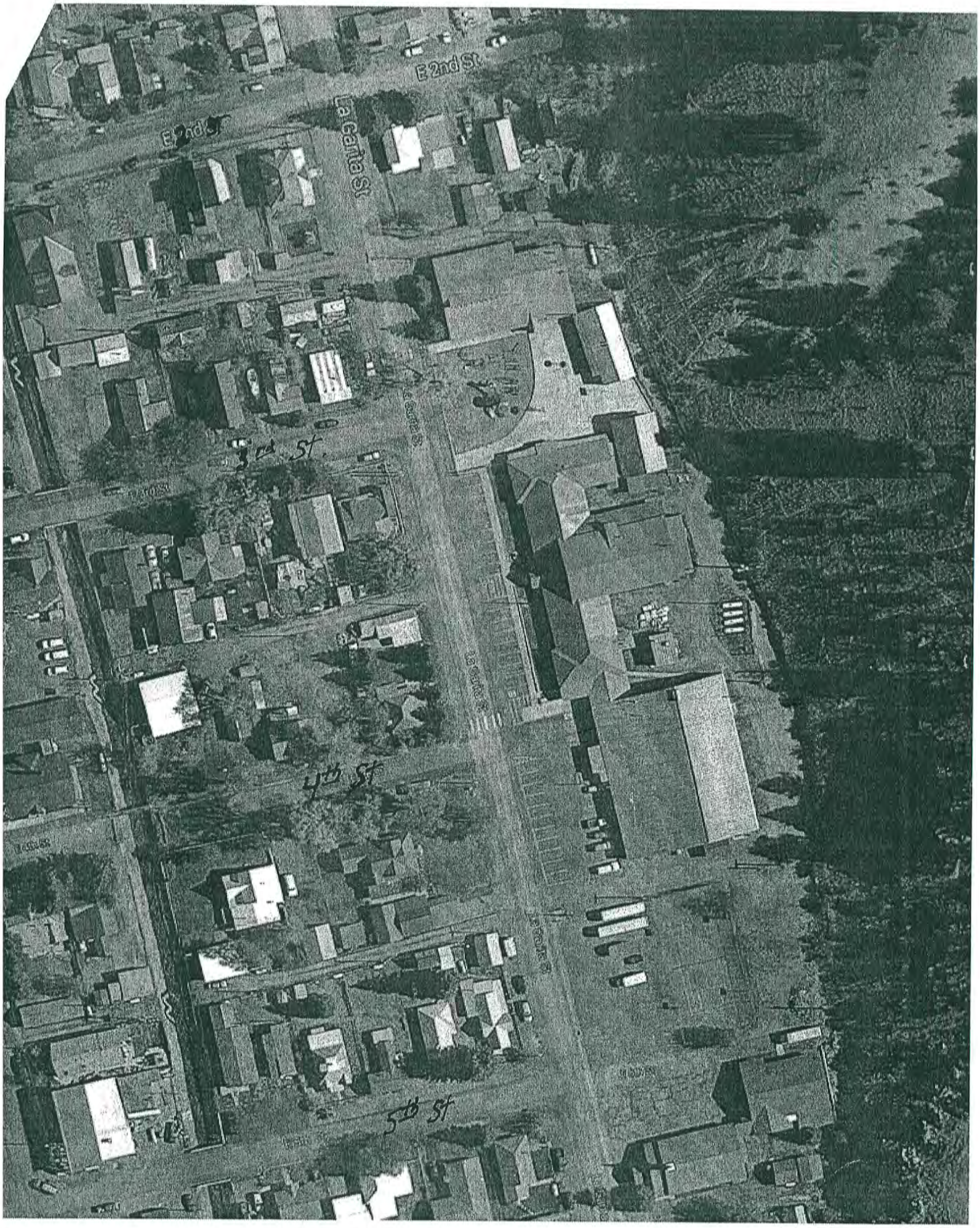
E 2nd St
E 2nd St
La Senda St
3rd St
4th St
5th St

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is entered into by and between Mineral County, Colorado ("**County**") and the City of Creede, a statutory Colorado town ("**City**") on June 29, 2015.

WHEREAS, the Creede School District desires to sell a portion of the Creede school property located in the City of Creede consisting of the gymnasium and related property ("**Property**"); and

WHEREAS, the County and City desire to cooperate and jointly submit a bid for the acquisition of the Property in order to provide valuable public services to County and City residents and desire to state the initial details of such joint bid.

NOW, THEREFORE, the County and City adopt this MOU to define the initial commitments to submit a bid for acquisition of the Property as follows:

1. County and City shall make a sealed bid offer of $50,000 to acquire the Property.
2. County and City shall each contribute $25,000 for acquisition of the Property which funds shall be available at or prior to closing.
3. The bid shall propose at least 60 days to close after written notice of award of the bid, shall include the right of County and City to each inspect the Property and to review title to the Property, shall be subject to the City and County approving an intergovernmental agreement prior to closing that defines use of the Property and allocation of cost between County and City, and shall state that title to the Property shall be transferred to the County and City as joint tenants or to a joint County and City entity created and established by intergovernmental agreement.
4. Other costs associated with the acquisition of the Property (such as survey, inspection costs, environmental inspections, etc.) shall be subject to approval of both County and City and shall be split 50/50 unless otherwise agreed by County and City.
5. County and City, or their respective representatives shall meet at least once a month to determine operation, management, improvements and funding matter related to the Property.
6. County and City shall maintain this MOU as a confidential document to the extent permitted by law unless and until the Property is acquired.

COUNTY:

By:_____ **Attest:**_____

COUNTY CLERK SEAL MINERAL CO. COUNTY

CITY:

By:_____ **Attest:**_____

Source Water Protection Area Stakeholders Meeting
June 17, 2015, 5:30 p.m.

Those present:

Kay Wyley, City of Creede, Trustee
Genelle Kukuk, Mineral County Administrator
Randi Snead, City of Creede, City Clerk
David Osborn, Division of Homeland Security and Emergency Management
Regional Field Manager
Ms. Osborn, with D. Osborn
Robert Schlough, City of Creede, Water ORC

After reviewing the process up to this meeting, we began discussing identification of management approaches to protect the City's wells. Communication with area agencies regarding hazardous spills and the emergency management process involved was discussed and participation of any meetings discussing or training events held should include invitations to all entities that would be affected by any or all emergent events.

Educating the public on topics of how to respond to hazardous spills, proper use and maintenance of property owners' septic systems and to encourage safe practices to protect source water was favorably discussed. Public education vehicles include newspaper articles, poster displays at public buildings, water bill inserts, flyers, calendars, town festivals, public forums, workshops and community events. Provide school-age children some educational information that encourages them to help protect the City's source water protection area.

Requiring hazardous materials spill kits be placed in airport hangers, at the future fueling area at the airport and small kits procured for utility, managers and responders was discussed.

Provide copies of the Source Water Protection Plan and GIS mapping information for overlaying this area on their land use maps.

Request to be included in Mineral County's land use hearings or meetings regarding land within the SWPA and to have the opportunity to participate in the process.

Discussion of Airport activities including the future placement and management of the new aircraft fuel facility planned by Mineral County was important. The planned location for the fueling area is outside the 500 foot well protection area. This included discussing appropriate measures to prevent, control, and/or mitigation of spills at the fueling area. Aircraft maintenance should be conducted inside covered facilities and that any chemical spills/leaks should be cleaned up immediately.

Signage should be posted at the fueling site educating plane owners on spill prevention and notification, overfilling aircraft during fueling and notification that municipal groundwater sources are nearby.

Other topics covered included working with the U. S. Forest Service and Mineral County to share and include the City's SWPP in their emergency response plans, staying informed in mined land reclamation and current active mining within the SWPA and the proposed car washing facility at the RV park on Airport Road.

Monitoring upriver dam conditions is important to the SWPA even though most are not within five miles of the City's wells.

Protecting the groundwater well heads was covered; suggestions included fencing, stanchions or bolsters as has been mentioned in the previous meetings. The City is beginning a plan to upgrade the Water Treatment Plant and the area around the wells.

Drought was added as an issue of concern and we performed an evaluation and ranked it relevant to the other items that could impact the Source Water Protection Area.

A great deal of this meeting's issues has some connection with Mineral County's and the City of Creede's Emergency Management Plans. As the Source Water Protection Plan progresses, it shall be integrated into these plans as needed.

RS

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

City of Creede

June 24, 2015

Jan Ramsay
738 Conestoga Road
Franktown, CO 80116-8722

RE: Lots 34, 35, 36, Block 49
South Creede

Dear Jan,

Thank you for coming in yesterday to explain your intentions with your property and trailer on lots 34, 35, and 36 in Block 49, South Creede.

As you indicated the private water and sewer lines for the trailer on those lots are connected to the city's water and sewer mains located on Capitol Avenue. That line runs thru your other lots (7 – 10, Block 49) and you're not interested in conveying a utility easement if you sell the lots with the trailer on it.

I understand your concerns and you have every right to sell those lots. I need to inform you however per the provisions in sections 3.8 and 3.13 of our utility regulations, the city reserves the right to refuse water and sewer service to the those lots until adequate utility lines are connected to our main lines.

Respectfully,

Clyde Dooley

Clyde Dooley
City Manager

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

2016 Drinking Water Eligibility Survey

Survey Instructions

1) This Survey is to be used to identify public water system capital improvements necessary for purposes of protecting public and environmental health, and for adherence with the Safe Drinking Water Act. Improvements and associated costs anticipated within the next 20 years should be identified. Eligible construction activities include new infrastructure and rehabilitation, upgrades, or improvements of existing infrastructure. Specific eligible capital improvement activities are outlined on page 3.

2) The survey should be completed by owners or managers of publicly owned (governmental) or private, not-for-profit, drinking water systems in the State of Colorado. Consulting Engineers may also complete this survey on behalf of systems they are representing, however this should be coordinate with those systems beforehand to ensure only one survey is being submitted. Owners of commercial or for-profit systems should not use this form.

3) Only one survey per entity should be submitted, unless a corrected or revised survey is being submitted. For example; if the first submittal contained errors or was incomplete, you may submit a second survey. Only the last submittal will be accepted and any earlier version(s) will be voided.

4) PDF form fields highlighted in red are required; submittal of this form is not possible if any of these fields are left blank. Use the "Highlight Existing Fields" function in Adobe Acrobat to quickly identify these fields and for ease in completing this form.

5) Communities with projects currently listed on the *2015 Drinking Water Revolving Fund, Intended Use Plan (IUP), Project Eligibility List* must first determine whether the existing project description and project costs still accurately reflect the 20-year capital improvement needs of the community or drinking water system. Please access the current 2015 list online at: https://www.colorado.gov/pacific/cdphe/wq-eligibility-survey. From this page, click on the Drinking Water Revolving Fund (IUP) link. When the report opens, navigate to Appendix A: 2015 DWRF Project Eligibility List. Appendix A provides an alphabetical listing of entities that completed a survey in 2014 and is searchable by name.

6) IMPORTANT: the **"Project Description"** on this list is a very high level summary of needs previously identified by your system, and only the activities within this description are currently eligible for funding. How you respond to the **Project Status** section of this survey will have a direct affect on the listing for your system on next year's list.

   a. If the project description and estimated project costs listed are accurate and have not changed, please select the **"no change"** option in the Project Status section of the survey. Only the activities listed in this description will be eligible for funding in 2016. By making this selection, completion of the capital improvements section on page 3 is not required and therefore will be disabled. You will still be required to complete all remaining sections, as necessary, prior to submittal.

   b. If the items currently included in the project description have changed, are incomplete, or are anticipated to change within the next year, please select the **"update"** option in the Project Status section. Important: you must identify all capital improvement needs by checking the appropriate needs check boxes on page 3 and provide an estimated cost for each component. Only the items selected will be eligible for funding in 2016. Items not selected will not be included on the 2016 list and will not be eligible for funding in 2016.

   c. If your system is currently listed, but no longer requires any capital improvements, upgrades, or expansion, and will not be seeking funding through the WPCRF, select the **"remove"** option. The project will be removed and your system will not be eligible for funding from the WPCRF in 2016.

   d. If your system is not currently listed, select **"new listing"** and complete this survey in its entirety. Read all instructions and be certain to select all items for which funding may be desired.

7) Non-response to this survey will result in automatic delisting of projects from the Project Eligibility List. Please note: communities not identified on the 2016 list will not be able to secure funding through the WPCRF in 2016.

8) All surveys require certification on the last page; the person completing the survey and the person certifying need not be the same.

9) Once complete, click the SUBMIT button on page 4. Submittal **deadline is JUNE 30, 2015** for inclusion of needs on the 2016 Project Eligibility List. When successfully submitted, a PDF copy of this survey will be sent to the email address you have provided on page 1. Please retain this email as it is your record of submittal and confirmation of receipt.

For assistance, contact Erick Worker at (303) 692-3594 or by email at: erick.worker@state.co.us.

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

2016 Drinking Water Eligibility Survey

Full Legal Name of Community or District: PWSID No: CO - 0140500 (Public Water System ID)

City of Creede

Address: PO Box 457	Population Served: 422
Address: 2223 N. Main Street	Project County: Mineral
City: Creede	Project City or Location: City of Creede
State: CO Zip Code: 81130	
Contact Name: Clyde Dooley	
Title: City Manager	Email: manager@creedetownhall.com
Phone: (719) 658-2276	Fax: (719) 658-2017

Ownership: Governmental (●) Private, Not for Profit ( )

Project Status: (REQUIRED) select the one option which most accurately reflects the status of the above community/system.

NO CHANGE: ( ) The capital improvements currently listed on the 2015 Project Eligibility List for the above community or system are current and correct and no changes are required. The 2015 project description and estimated project costs should be carried over to the 2016 Project Eligibility List unchanged. *(Note: by selecting this option the capital improvement needs sections on page 3 should not be completed and any cost data entered therein will not be utilized.)*

UPDATE: (●) The capital improvements currently listed for the above community/system are no longer current and changes are required. Our infrastructure improvements should be updated prior to inclusion on the 2016 Project Eligibility List. *(Use the remainder of this survey to identify all 20-year, capital improvement needs required by your system. Only the items selected on page 3 will be entered on the 2016 list. Please be certain to select all applicable infrastructure needs. Any items not selected will not be included in the project description and would not be eligible for funding in 2016.)*

REMOVE: ( ) The capital improvement needs currently listed are no longer required and the project(s) listed should be removed. *(Checking this box will result in delisting your community/system and no needs will be identified on the 2016 Project Eligibility List.)*

NEW LISTING: ( ) The above community/system is not currently identified on the 2015 Project Eligibility List; however improvements are necessary or are anticipated within the next 20 years. This survey will be used to generate a new listing for inclusion on the 2016 Project Eligibility List. *(Please complete all applicable sections, identifying all 20-year, capital improvement needs required by your system.)*

Executive Summary:

In 2,000 characters or less, provide a brief description of the proposed needs or projects; continue on page 3 if more room is required.

Install new water sampling station on each (2) transmission lines from well to treatment plant. Each of the well employ pit-less assemblies.

Amethyst Heights (Silver Drive) water main, fire hydrants, curb valve boxes & above ground sampling station should be installed to replace existing distribution section that has been in place since 1965. Also the main & PRV/vault that leads from Silver Drive to North Aspen Drive should be replaced with DIP and upgraded.

Rehabilitate and upgrade interior and exterior of water treatment plant at Airport Road.

Backup generators at treatment plant at Airport Road and Grome Hill pump house.

Potable water sampling (above ground) stations to enhance the city's monitoring plan and to become less reliant on residence/property owners for access to sampling sites. [reduce city's liability]

NOTE: This survey can be completed offline on your computer (PC) or online through the Internet Explorer (IE) browser. There are known technical issues with Mac computers, and browsers other than IE, which will prevent the survey from being properly saved and/or submitted. A blank version of this survey can be downloaded from the following website:
https://www.formrouter.net/forms02@CODPH/2016DrinkingWaterEligibilitySurvey.pdf

Background Information: Drinking Water Quality, Public Health, Financials, Project Schedule

Existing or anticipated water quality or public health problem(s); check all that apply:

- [ ] Project(s) addresse a documented waterborne disease outbreak associated with the system within the last 24 months.

Project(s) correct or prevent violations of MCLs (primary standards) of any of the following:

- [ ] --- Nitrate, nitrite, TCR
- [ ] --- Total trihalomethanes, total haloacetic acids
- [ ] --- Arsenic, selenium
- [ ] --- Other regulated contaminants

Proposed improvements will:

- [ ] --- correct inadequate treatment techniques that are unable to satisfy the requirements for Surface Water, GWUDI, or Groundwater
- [ ] --- corrects or prevents exceedances of MCLs for radionuclides
- [ ] --- corrects exceedances of secondary drinking water standards

Project(s) will correct or prevent:

- [ ] --- Inadequate distribution due to system deterioration (e.g., experiencing multiple line breakages)
- [ ] --- Inadequate distribution due to chronic low pressure
- [ ] --- Inadequate storage
- [ ] --- Demand exceeding design capacity

Is this system/facility under an enforcement order (E.O.) or on a compliance schedule?

Yes ○ No ◉

If yes, E.O. #:

Description of violation or cause for enforcement:

- [x] Project(s) proposed for this system/facility are voluntary efforts to resolve possible violations and will mitigate the issuance of a consent order, notice of violation, or other enforcement action.
- [ ] Project(s) are needed to maintain compliance with Colorado Primary Drinking Water Regulations (CPDWR) or to meet new requirements.
- [ ] This system is currently meeting all CPDWR's

Median Household Income (MHI) of service area

- ○ --- <50% of State MHI
- ◉ --- Between 51% and 60% of State MHI
- ○ --- Between 61% and 80% of State MHI
- ○ --- Between 81% and 100% of State MHI
- ○ --- >100% of State MHI

Use the current **State of Colorado estimated MHI of $58,433**.

Reference: *American Community Survey* data for 2009-2013.
Source: https://www.census.gov/acs/www/
Additional, helpful map resources: http://dola.colorado.gov/gis-cms/content/map-gallery

	Yes	No
Are you planning on financing any infrastructure improvement needs with sources other than DWRF?	◉	○
Do you intend to finance any infrastructure improvement needs through the DWRF within the next 12-18 months?	◉	○
Has a Preliminary Engineering Report (PER), Project Needs Assessment (PNA) or other comprehensive planning document been developed for these improvements?	◉	○

Describe the type of document that has been developed? Preliminary Engineering Report for Willow Creek Flume

What is your earliest anticipated construction start date? (month and year) August 2015

Please identify all existing or anticipated Capital Improvement Needs:

Mark any/all box(es) below that apply to your system's 20-year capital improvement needs and provide an estimated cost for each component. NOTE: this section will be disabled if the "NO CHANGE" option is selected on page 1.

☐	Construction of a new water treatment facility	
X	Improvement or expansion of existing water treatment plant	$ 25,000
☐	Consolidation of water treatment facilities that includes the abandonment of one (or more) water treatment facility and connection to an existing or new facility	
☐	Connection of an area served by individual wells, to a new or existing water treatment Plant	
☐	Construction or rehabilitation of Distribution and/or Transmission Lines (including water pump stations for maintaining pressure (without booster chlorination))	
☐	Water storage facilities (new or improvements to treated water storage tanks; raw water storage is not eligible)	
X	Water supply facilities (example of facilities may include: new source water wells, well improvements, new surface water intakes, etc.)	$ 75,000
☐	Water meters	
☐	Source water protection plan: identification and implementation of Best Management Practices; may include Land Acquisition; project establishes protective zones; project addresses vulnerabilities; etc.	
☐	Green Infrastructure: water or energy efficiency improvements, or other environmentally innovative projects. (Please describe your *green project* below.)	

Grand Total - all items checked above: $ 100,000

The above capital improvement activities, and associated appurtenance, are considered eligible for funding through the Drinking Water Revolving Fund program. For a listing of ineligible activities, please refer to the 2015 DWRF Intended Use Plan, which can be accessed from the Grants and Loans Unit website at: https://www.colorado.gov/pacific/cdphe/wq-low-interest-loans.

Additional comments:

(optional) Rehabilitate Gnome Hill pump house. Remove equipment no longer in use and reroute piping within pump house and upgrade heating system. Include sampling station.

Replace 4" PVC water main from Mill Hill to Capitol Avenue with DIP, replace fire hydrant and install control valve/box.

Acquire land where city wells and water treatment plant are located. Mainly to secure protection around the wells and to be able to make improvements without needing to involve county.

Authorized representative:	
Print Name: Clyde Dooley	Title: City Manager
Certification: *by entering my printed name above, I am certifying that to the best of my knowledge, the information provided herein is true and correct.*	Date: 06/26/2015

Note: Please click the submit button one time and wait for the confirmation message. If after a couple minutes with no confirmation, click a second time. Upon successful submittal, you will receive an email at the address provided on page 1 of this form. If your form does not submit, please save a copy to your computer and email it to erick.worker@state.co.us.

COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

2016 Annual Wastewater Eligibility Survey

Survey Instructions

1) This survey is to be used to identify public sanitation system capital improvements necessary for purposes of protecting public and environmental health, and for adherence with the Clean Water Act. Improvements and associated costs anticipated within the next 20 years should be identified. Eligible construction activities include new infrastructure and expansion, rehabilitation, or upgrades of existing infrastructure. Specific eligible capital improvements are outlined on pages 3 and 4.

2) This survey should be completed by owners or managers of publicly owned (governmental) sanitation systems in the State of Colorado. Consulting Engineers may also complete this survey on behalf of systems they are representing, but should coordinate with those systems beforehand to ensure that only one survey is being submitted. Owners of commercial or for-profit systems should not use this form.

3) Only one survey per entity should be submitted, unless a corrected or revised survey is being submitted. For example; if the first submittal contained errors or was incomplete, you may submit a second survey. Only the last submittal will be retained and any earlier version(s) will be voided.

4) PDF form fields highlighted in red are required; submittal of this form is not possible if any of these fields are left blank. Use the "Highlight Existing Fields" function in Adobe Acrobat to quickly identify these fields and for ease in completing this form.

5) Communities with projects currently listed on the 2015 Water Pollution Control Revolving Fund, Intended Use Plan (IUP), Project Eligibility List must first determine whether the existing project description and costs still accurately reflect the 20-year capital improvement needs of the system. Please access the eligibility list online at: https://www.colorado.gov/pacific/cdphe/wq-eligibility-survey. From this page, click on the Water Pollution Control Revolving Fund (IUP) link. When the report opens, navigate to Appendix A: 2015 WPCRF Project Eligibility List. Appendix A provides an alphabetical listing of entities that completed a survey in 2014 and is searchable by name.

6) IMPORTANT: the "**Project Description**" on this list is a very high level summary of needs previously identified by your system, and only the activities within this description are currently eligible for funding. How you respond to the **Project Status** section of this survey will have a direct affect on the listing for your system on next year's list.

   a. If the project description and estimated project costs listed are accurate and have not changed, please select the "**no change**" option in the Project Status section of the survey. Only the activities listed in this description will be eligible for funding in 2016. By making this selection, completion of the capital improvements sections throughout the document are not required and therefore will be disabled. You will still be required to complete pages 1 and 4, as necessary, prior to submittal.

   b. If the items currently included in the project description have changed, are incomplete, or are anticipated to change within the next year, please select the "**update**" option in the Project Status section. Important- you must identify all capital improvement needs by checking the appropriate check boxes in each section of this form and provide an estimated cost for each component. Only the items selected will be eligible for funding in 2016. Items not selected will not be included on the 2016 list and will not be eligible for funding in 2016.

   c. If your system is currently listed, but no longer requires any capital improvements, upgrades, or expansion, and will not be seeking funding through the WPCRF, select the "**remove**" option. The project will be removed and your system will not be eligible for funding from the WPCRF in 2016.

   d. If your system is not currently listed, select "**new listing**" and complete this survey in its entirety. Read all instructions and be certain to select all items for which funding may be desired.

7) Non-response to this survey will result in automatic delisting of projects from the Project Eligibility List. Please note: communities not identified on the 2016 list will not be able to secure funding through the WPCRF in 2016.

8) All surveys require certification on the last page; the person completing the survey and the person certifying need not be the same.

9) Once complete, click the SUBMIT button on page 4. Submittal deadline is JUNE 30, 2015 for inclusion of needs on the 2016 Project Eligibility List. When successfully submitted, a PDF copy of this survey will be sent to the email address you have provided on page 1. Please retain this email as it is your record of submittal and confirmation of receipt.

For assistance, contact Erick Worker at (303) 692-3594 or by email at: erick.worker@state.co.us.

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

2016 Wastewater Eligibility Survey

Full Legal Name of Community or District: **NPDES No:** CO - 0040533 **(Permit #)**

City of Creede

Address: PO Box 457	**Population Served:** 422
Address: 2223 N. Main Street	**Project County:** Mineral
City: Creede	**Project City or Location:** City of Creede
State: CO **Zip Code:** 81130	
Contact Name: Clyde Dooley	
Title: City Manager	**Email:** manager@creedetownhall.com
Phone: (719) 658-2276	**Fax:** (719) 658-2017

Project Status: (REQUIRED) select the one option below which most accurately reflects the status of the above community/system:

NO CHANGE: ○ The capital improvements currently listed on the 2015 Project Eligibility List for the above community or system are current and correct and no changes are required. The 2015 project description and estimated project costs should be carried over to the 2016 Project Eligibility List unchanged. *(By selecting this option, any capital improvement needs selections on pages 2 and 3 will be ignored and the current descrption on the 2015 list will be used.)*

UPDATE: ◉ The capital improvements currently listed for the above community/system are no longer current and changes are required. Our infrastructure improvements should be updated prior to inclusion on the 2016 Project Eligibility List. *(Use the remainder of this survey to identify all 20-year, capital improvement needs required by your system. Only the items selected will be entered on the 2016 list. Please be certain to select all applicable infrastructure needs. Any items not selected will not be included in the project description and would not be eligible for funding in 2016.)*

REMOVE: ○ The capital improvement needs currently listed are no longer required and the project(s) listed should be removed. *(Checking this box will result in delisting your community/system and no needs will be identified on the 2016 Project Eligibility List.)*

NEW LISTING: ○ The above community/system is not currently identified on the 2015 Project Eligibility List; however improvements are necessary or are anticipated within the next 20 years. This survey will be used to generate a new listing for inclusion on the 2016 Project Eligibility List. *(Please complete all applicable sections, identifying all 20-year, capital improvement needs required by your system.)*

Executive Summary:

In 2,000 characters or less, provide a brief description of the proposed needs or projects; continue on page 4 if more room is required.

A multi-parameter continuous reading/recording system to be installed at the effluent end of the wastewater treatment plant to monitor temperature, Ph, Ammonia, etc.

A recorded camera survey of the entire wastewater collection system to determine any damage or sections that need repair or replacement.

Preliminary Engineering Report to determine to what extent repairs or replacement is necessary to rehabilitate the city's collection system and to determine what solutions are appropriate and affordable. Preferably a method that doesn't require digging up pipe.

Rehabilitation of Willow Creek Flume thru center of town.

Prepare budgeting and planning to improve lagoon treatment plant.

NOTE: This survey can be completed offline on your computer (PC) or online through the Internet Explorer (IE) browser. There are known technical issues with Mac computers, and browsers other than IE, which will prevent the survey from being properly saved and/or submitted. A blank version of this survey can be downloaded from the following website:
https://www.formrouter.net/forms02@CODPH/2016WastewaterEligibilitySurvey.pdf

Section 1: Wastewater Treatment Needs (20 year Capital Improvement Needs)

Current Treatment Level: (●) Secondary or ( ) Advanced

New:

- [ ] Treatment Plant. . . . . .
- [ ] Biosolids Handling Facility . . . . . .
- [ ] Reuse Facility . . . . . .

Rehabilitation:

- [ ] Treatment Plant . . . . . .
- [ ] Biosolids Handling Facility . . . . . .
- [ ] Reuse Facility . . . . . .

Increase Capacity:

- [ ] Treatment Plant . . . . . .
- [ ] Biosolids Handling Facility . . . . . .
- [ ] Reuse Facility . . . . . .

Improve Treatment Process:

- [x] Treatment Plant . . . . . $ 2,000,000
- [ ] Biosolids Handling Facility . . . . . .

[x] Increase Treatment Level of Plant (select treatment indicator(s) below) . . . . . .

- [ ] BOD (≤ 20mg/l)
- [x] Nitrogen
- [ ] Phosphorous
- [x] Ammonia
- [x] Metals
- [ ] Synthetic Organics

[ ] Elimination of Individual Sewage Disposal System (septics) . . . . . .

Section 1 Comments (optional):

Treatment - Subtotal: **$ 2,000,000**

Is there an enforcement order associated with any of the above needs?

Yes ( ) No ( ) If yes, E.O.#

Section 2: Wastewater Collection Needs (20 year Capital Improvement Needs)

Existing Collection System: ( ) Combined (Sanitary and Storm together) ( ) Sanitary only

New:

- [ ] Collector Sewer . . . . . .
- [ ] Interceptor Sewer / Lift Station . . . . . .

Replacement / Rehabilitation:

- [x] Collector Sewer (Aging or Failing Infrastructure Correction) . . . . . $ 500,000
- [ ] Collector Sewer (Infiltration / Inflow (I/I) Correction) . . . . . .
- [ ] Collector Sewer (Combined Sewer Overflow Correction) . . . . . .
- [ ] Interceptor Sewer / Lift Station (Aging or Failing Infrastructure Correction) . . . . . .
- [ ] Interceptor Sewer / Lift Station (Infiltration / Inflow (I/I) Correction) . . . . . .
- [ ] Interceptor Sewer / Lift Station (Combined Sewer Overflow Correction). . . . . .

Section 2 Comments (optional):

Collection - Subtotal: **$ 500,000**

Is there an enforcement order associated with any of the above needs?

Yes ( ) No (●) If yes, E.O.#

Total Estimated Project Cost (sections 1 and 2): **$ 2,500,000**

Section 3: Stormwater Needs (20 year Capital Improvement Needs)

Stormwater System: ◯ Unpermitted ◯ Phase I MS4 ◯ Phase II MS4 ◯ Non-Traditional MS4

☒ Conveyance / Piping	$ 1,000,000
☐ Treatment	
☐ Low Impact Development Techniques / Green Infrastructure BMPs	
☐ General Stormwater Management *	

**General Stormwater Management includes items not otherwise captured on this survey such as stormwater educational program start up costs, equipment (e.g. street sweepers, vacuum trucks), stormwater management plan development costs, and GIS and tracking systems.*

Section 3 Comments (optional): Consider new or very good street sweeper.
Stormwater management plan & upgrades in various parts of town.
Curb & gutter improvements.

Stormwater - Total: **$ 1,000,000**

Is there an enforcement order associated with any of the above needs?

Yes ◯ No ◉ If yes, E.O.#

Section 4: Non-Point Source Needs (20 year Capital Improvement Needs)

☐ Agriculture (Cropland)	
☐ Agriculture (animals)	
☐ Silviculture	
☐ Groundwater Protection (from an unknown source)	
☒ Watershed Plan	$ 50,000
☒ Stream Restoration / Hydromodification	$ 1,000,000
☐ Storage Tanks	
☐ Sanitary Landfills	
☐ Abandoned Mine (resource extraction)	
☐ Other (describe)	
☐ The above checked project(s) addresses Source Water Protection	

Section 4 Comments (optional):

Non-Point Source - Total: **$ 1,050,000**

	Yes	No
Are you planning on financing any sewer infrastructure improvement needs with sources other than WPCRF?	◯	◉
Do you intend to finance any infrastructure improvements through the WPCRF within the next 12-18 months?	◯	◉
Has a Preliminary Engineering Report, Project Needs Assessment, or other comprehensive planning document been developed for these improvements?	◯	◉

Describe the type of document that has been developed? Working on Source Water Protection Plan

What is your earliest anticipated construction start date? (month and year) June 2016

Median Household Income: please select the range that most accurately reflects the MHI for the service area of your community.

- ○ --- Less than 50% of state MHI
- ◉ --- Between 51% and 60% of state MHI
- ○ --- Between 61% and 80% of state MHI
- ○ --- Between 81% and 100% of state MHI
- ○ --- Greater than 100% of state MHI

Use the current **State of Colorado estimated MHI of $58,433**.

Reference: *American Community Survey* data for 2009-2013.
Source: https://www.census.gov/acs/www/
Additional, helpful map resources: http://dola.colorado.gov/gis-cms/content/map-gallery

In the following section, describe any existing or anticipated water quality or public health problems related to or associated with infrastructure improvements for your community/system. You may also use this section to provide additional project specific information not already provided elsewhere. Please limit to 2,000 characters or less.

(optional)

Authorized representative:	
Print Name: Clyde Dooley	Title: City Manager
Certification: *by entering my printed name above, I am certifying that to the best of my knowledge, the information provided herein is true and correct.*	Date: 06/26/2015

Note: Please click the submit button one time and wait for the confirmation message. If after a couple minutes with no confirmation, click a second time. Upon successful submittal, you will receive an email at the address provided on page 1 of this form. If your form does not submit, please save a copy to your computer and email it to erick.worker@state.co.us.

City Sales Tax

	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002
Jan	10,214	6,754	7,330	8,814	5,450	6,784	6,726	6,822	11,116	7,728	6,598	5,966	5,012	6,699
Feb	9,266	10,564	9,102	7,926	8,740	7,028	9,018	9,034	7,682	6,476	7,562	7,598	6,172	4,175
Mar	6,674	8,114	6,480	6,868	4,832	4,498	7,700	7,454	4,482	4,836	6,100	5,392	4,086	4,904
Apr	9,430	7,696	6,730	6,838	4,314	5,888	7,804	5,158	4,714	6,624	4,748	4,264	4,172	6,688
May	6,672	7,814	7,954	6,056	6,314	4,722	4,932	5,886	5,476	4,384	5,826	5,596	4,336	4,898
Jun		7,940	6,314	10,718	4,018	4,516	5,108	5,812	4,544	5,648	4,220	4,014	5,562	6,797
Jul		16,244	13,944	14,456	10,445	9,422	9,608	12,866	9,922	11,178	8,981	8,764	8,658	16,658
Aug		26,416	25,228	35,718	23,934	22,658	21,708	21,214	19,274	15,146	19,688	18,269	16,868	24,660
Sep		34,026	32,472	47,628	33,657	37,060	35,686	31,794	32,296	29,228	27,946	30,978	25,758	17,669
Oct		45,006	30,964	32,142	31,996	24,106	23,400	24,112	23,688	20,936	20,536	19,900	22,072	16,125
Nov		24,622	28,614	33,402	25,118	21,926	23,158	19,268	19,916	20,006	17,232	19,340	21,008	6,982
Dec		11,184	11,214	10,186	10,028	7,934	6,876	10,360	9,536	6,920	7,928	6,618	6,794	5,013
	42,256	206,380	186,346	220,752	168,846	156,542	161,724	159,780	152,646	139,110	137,365	136,699	130,498	121,268

City sales tax is up $1,314 (42,256 - 40,942) for the same period last year and down $1,142 (6,672 - 7,814) compared to last May

	2015		
Jan.	10,214	24.17%	
Feb	9,266	21.93%	
Mar	6,674	15.79%	
Apr	9,430	22.32%	
May	6,672	15.79%	
Jun	-	0.00%	100.00%
Jul	-	0.00%	
Aug	-	0.00%	
Sep	-	0.00%	
Oct	-	0.00%	
Nov	-	0.00%	
Dec	-	0.00%	0.00%
	42,256	100.00%	

	2014		
Jan.	6,754	3.27%	
Feb	10,564	5.12%	
Mar	8,114	3.93%	
Apr	7,696	3.73%	
May	7,814	3.79%	
Jun	7,940	3.85%	23.69%
Jul	16,244	7.87%	
Aug	26,416	12.80%	
Sep	34,026	16.49%	
Oct	45,006	21.81%	
Nov	24,622	11.93%	
Dec	11,184	5.42%	76.31%
	206,380	100.00%	

	2013		
Jan.	7,330	3.93%	
Feb	9,102	4.88%	
Mar	6,480	3.48%	
Apr	6,730	3.61%	
May	7,954	4.27%	
Jun	6,314	3.39%	23.56%
Jul	13,944	7.48%	
Aug	25,228	13.54%	
Sep	32,472	17.43%	
Oct	30,964	16.62%	
Nov	28,614	15.36%	
Dec	11,214	6.02%	76.44%
	186,346	100.00%	

City Funds

by account

6/15/2015

	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	548001	204,004	204,023	204,047	204,069	204,094							
2	Conservation Trust	204498	9,459	9,460	10,137	10,138	10,139							
3	Capital Improvement	200263	536,471	544,510	549,287	550,969	543,924							
4	WS Checking	204501	359,576	351,371	356,383	345,458	349,283							
5	WS Savings	360422	23,818	23,818	23,826	23,826	23,826							
6	Deep Creek (Res)	360430	51,948	51,948	51,967	51,967	51,967							
7	Virginia Christensen	254010	236,717	236,747	236,774	226,940	186,834							
8	WS 2% Savings	360449	42,047	42,047	44,228	44,228	44,228							
10	CD 4/5/04	651232	69,727	69,736	69,744	69,753	69,761							
11	Gen. Fund Checking	204188	647,402	681,049	639,679	621,416	656,578							
	Total Funds		2,181,169	2,214,709	2,186,072	2,148,764	2,140,634	-	-	-	-	-	-	-

City funds are up $180,173 (2,140,634 - 1,960,461) for the same period last year and down $8,130 (2,140,634 - 2,148,764) from last month

	Begining	Ending		
2004	446,511	558,464	111,953	
2005	558,464	656,467	98,003	
2006	656,467	892,639	236,172	
2007	892,639	1,008,282	115,643	
2008	1,008,282	1,023,796	15,514	
2009	1,023,796	1,277,112	253,316	
2010	1,277,112	1,497,354	220,242	
2011	1,497,354	1,680,710	183,356	
2012	1,680,710	1,368,684	(312,026)	Paving
2013	1,368,684	1,717,812	349,128	
2014	1,717,812	2,181,149	463,337	
2015	2,181,149	2,140,634	(40,515)	
			1,694,123	
	446,511	2,140,634	1,694,123	
In Bank	Up	479%		
Profit		Up	379%	