

REGULAR MEETING

I. CALL TO ORDER

II. ROLL CALL

III. REVIEW AGENDA

IV. CONSENT AGENDA

- a. Approve/Disapprove July 7th & July 27th, 2015 Minutes
- b. Review/Consent of July 2015 Check Detail Report
- c. Approve/Disapprove August 4, 2015 Unpaid Bills Report [Available 8/4/15]
- d. Approve/Disapprove Chamber Parade Permit - Gravity Derby 9/6/15
- e. Approve/Disapprove Chamber Parade Permit - Creede Mountain Run 9/5/15
- f. Approve/Disapprove Chamber Parade Permit - Cruisin The Canyon 9/19/15

V. REPORTS & PRESENTATIONS

- a. Public Works Report - Ben Davis (verbal)
- b. LWCRCo Report - Eric Grossman (verbal)
- c. Mayor's Report - Eric Grossman (verbal)
- d. Written Reports (Recreation, BI) - **Read ONLY**

VI. PUBLIC HEARINGS AND RELATED BUSINESS

- a. Approve/Disapprove Second Reading: 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

VII. NEW BUSINESS

- a. Accept Elizabeth Zurn Letter of Resignation
- b. Action/Direction on filling Board Vacancy [Motion to declare vacancy and fill vacancy by appointment or by special election]
- c. Declare Lower Willow Creek Restoration Company Board of Director Vacancy
- d. Appoint Trustee to LWCRCo Board of Directors

VIII. MANAGERS REPORT

IX. ADJOURN

POSTED 7/31/15

OPEN TO THE PUBLIC

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
July 7, 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, Kay Wyley, Catherine Kim, Eric Grossman, Teresa Wall, Molly McDonald, Heather DeLonga

Mayor Grossman, presiding, declared a quorum present.

Those members of staff also present were as follows:

Clyde Dooley, Manager
Randi Snead, Clerk/Treasurer

REVIEW AGENDA

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

CONSENT AGENDA

The consent agenda contained the following items:

- a. Approve/Disapprove June 2nd, 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

Items h. through k. were removed from the consent agenda for separate consideration. A correction was made to the June 2nd minutes. Trustee Wyley moved and Trustee Zurn seconded to approve the consent agenda items a. through g. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Wall moved and Trustee DeLonga seconded to approve the consent agenda items h through k. 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 was unavailable due to illness. Manager Dooley reported that the parade went very well this year and asked if there were any questions he could pass on to public works. Trustee DeLonga submitted a list of complaints about both public restrooms. Staff was directed to follow up on the complaints.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the LWCRCo was waiting for final Brownfields grant approval to get started and held a fundraiser on July 4th. An audience member asked about motor vehicle traffic on the multi-use trail. Signage and speed limits were thought to be under the county's purview and Lower Willow Creek Restoration is to follow up with them to update signage. The Trustees directed the Public Works department to block Rio Grande Avenue south of the Recycling Center to prevent vehicle access at that location.

MAYOR GROSSMAN'S REPORT

Mayor Grossman reported on the following items:

- He invited the Trustees to attend the Small Communities Workshop August 13th in Alamosa.
- He attended the Northwest Colorado area Rural Philanthropy Days.
- He attended the CML Annual Conference and encouraged Trustees to attend in the future.

WRITTEN REPORTS

Written reports were received and filed from the Building Inspector. The Recreation Report was filed late due to vendor facilitation and will be forwarded.

PUBLIC HEARINGS AND RELATED BUSINESS

APPROVE/DISAPPROVE ORDINANCE 385 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

Mayor Grossman opened the public hearing to consider the ordinance. No one voiced support or opposition, and no correspondence regarding the franchise agreement had been received. Mayor Grossman closed the public hearing. Trustee Wall moved and Trustee McDonald seconded to approve Ordinance 385 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. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE ORDINANCE 387 ANNEXING THE CITY OF CREEDE WASTE WATER TREATMENT FACILITY

Mayor Grossman opened the public hearing to consider the ordinance. No one voiced support or opposition, and no correspondence regarding the lagoon annexation had been received. Mayor Grossman closed the public hearing. Trustee Zurn moved and Trustee Wall seconded to approve Ordinance 387 Annexing the City of Creede Waste Water Treatment Facility. The vote was unanimous. Mayor Grossman declared the motion carried.

OLD BUSINESS

APPROVE/DISAPPROVE COMMUNITY CENTER VIRGINIA CHRISTENSEN FUNDING RECOMMENDATION

Community Center funding was discussed at length. Trustee Zurn moved to fund the Community Center a \$3,000 Virginia Christensen Grant. The motion died for lack of a second. Trustee Wall moved to fund the Community Center an \$8,000 Virginia Christensen Grant. The motion died for lack of a second. Trustee Wall moved to fund the Community Center an \$8,000 Virginia Christensen Grant accompanied by a letter requesting a copy of the Community Center's 2016 Budget for trustee review. Mayor Grossman requested a roll call vote. The vote was as follows: Trustee Zurn: Yes. Trustee Wyley: Yes. Trustee Kim: Yes. Trustee Wall: Yes. Trustee McDonald: No. Trustee DeLonga: No. Mayor Grossman declared the motion carried.

NEW BUSINESS

TRUSTEE RESIDENCY DISCUSSION

Manager Dooley read a letter he had received regarding a concern that Trustee DeLonga did not reside in city limits. Trustee DeLonga stated for the record that she resides at 509 La Garita Avenue in the Creede city limits.

MANAGER'S REPORT

Midwest Mine Structures: Dooley requested and received administrative direction to draft a quit-claim deed conveying the four structures at the MidWest Mine to Creede Mining Heritage, Inc.

EPA Letter: Dooley requested and received administrative direction to send a letter to the EPA in support of Creede Mining Heritage's ongoing historical restoration work.

CRT: Dooley was directed to draft a letter for review at the work session addressing temporary theatre storage currently occupying part of the parking lot on Main Street and East Second Street.

Rezoning Old School Property: After discussion, the Board of Trustees directed Clyde to postpone any rezoning until the new property owners were in touch regarding their future needs on the property.

Baseball Field Vehicles: The Board of Trustees directed Dooley to contact owners of vehicles for sale at the baseball field and ask for their removal. They also asked that public works look into signage for the area.

School Gym: Both the County and the City will begin work on an IGA outlining gym ownership now that the offer has been accepted. Dooley was directed to get with the County Administrator and hire a Commercial Building Inspector as soon as possible.

EXECUTIVE SESSION

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

Trustee Zurn moved and Trustee Wall seconded to move into Executive Session for meeting with Town Attorney to receive legal advice to specific legal questions pursuant to Colorado Revised Statute §24-6-402(4)(b) related to the City of Creede Wastewater Discharge Permit #CO 004053. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Wyley moved and Trustee Zurn seconded to move out of Executive Session. The vote was unanimous.

Trustee Wall moved and Trustee Zurn seconded to withdraw the demand for the Adjudicatory Hearing on the wastewater permit and proceed to work with CDPHE to seek grant funds, conduct engineering studies, and potentially apply for administrative relief as appropriate. 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 DeLonga seconded that the meeting be adjourned at 7:45 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

**BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
July 27, 2015**

SPECIAL MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:35 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Eric Grossman, Molly McDonald, Heather DeLonga, Kay Wyley, Catherine Kim

TRUSTEES ABSENT: Teresa Wall, 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 DeLonga moved and Trustee McDonald seconded to approve the agenda as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

NEW BUSINESS

APPROVE/DISAPPROVE BOHANNAN HUSTON PRELIMINARY ENGINEERING REPORT

Consideration of a hydrology study was discussed at length. Manager Dooley was directed to gather more information and additional bids for the hydrology work. Trustee McDonald moved and Trustee Wyley seconded to approve the Bohannan Huston Preliminary Engineering Report as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

ACCEPT 2015 AUDIT FROM BLAIR & ASSOCIATES P.C.

Trustee Wyley moved and Trustee McDonald seconded to accept the 2014 Audit from Blair & Associates, P.C. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE PROJECT BUDGET RIO GRANDE AVENUE REPLATTING

This item was tabled for consideration once the third and final Planning & Zoning Commission public hearing on Rio Grande Avenue had taken place.

SCHEDULE LAGOON ANNEXATION PUBLIC HEARING OCTOBER 6, 2015

Trustee McDonald moved and Trustee DeLonga seconded to schedule the Lagoon Annexation Public Hearing for October 6, 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 DeLonga moved and Trustee Wyley seconded that the meeting be adjourned at 5:53 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

/Randi Snead/

Randi Snead, City Clerk/Treasurer

CITY OF CREEDE; A COLORADO TOWN

Monthly Check Detail

July 2015

07/31/15

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Jul 15					
Bill Pmt -C...	07/08/2015	8542	Bohannan Huston	PER Charges through 6/26/15	-2,181.50
Bill Pmt -C...	07/08/2015	8543	Del Norte Auto Supply, Inc.	987250/Bench Seat Covers	-87.88
Bill Pmt -C...	07/08/2015	8544	Heil Law and Planning, LLC	General Services June 2015	-450.00
Bill Pmt -C...	07/08/2015	8545	Kentucky Belle Market	June Charges/Acct. #15 Tax Exempt	-147.38
Bill Pmt -C...	07/08/2015	8546	Muleys Disposal Service	June Trash Svcs/Accts 116, 1197, 1198	-411.00
Bill Pmt -C...	07/08/2015	8547	Salida Fire Ext. & Safety Supply, L...	Fire Extinguisher Servicing	-256.00
Bill Pmt -C...	07/08/2015	8548	The Sherwin Williams Co.	Traffic Paint Public Works	-187.93
Bill Pmt -C...	07/08/2015	8549	Tomkins Hardware & Lumber	June Charges/Acct#580	-957.10
Bill Pmt -C...	07/08/2015	8550	Valley Publishing	Legal 6240/PH	-46.00
Bill Pmt -C...	07/08/2015	8551	Mineral County Clerk and Recorder	Recording Fee/Ramsey Letter	-11.00
Bill Pmt -C...	07/08/2015	8552	Oceans & Rivers, LLC	June Fuel Charges	-205.66
Liability Ch...	07/14/2015	941-...	GWRS (CCOERA)	98721-01/1220/Adjusted for S. Leggit Paych...	-500.22
Liability Ch...	07/14/2015	AFL...	AFLAC	BJB74	-179.42
Liability Ch...	07/14/2015	8567	Colorado Department of Revenue	07-01555	-72.95
Bill Pmt -C...	07/14/2015	8568	CenturyLink	300794472/June	-259.91
Bill Pmt -C...	07/14/2015	8569	Courtney LaZier	Recreation Instruction	-150.00
Bill Pmt -C...	07/14/2015	8570	Creede Community Center	2015 Virginia Christensen Funding	-8,000.00
Bill Pmt -C...	07/14/2015	8571	Days of '92	VOID: 2015 Days of '92 Vendor 10% Donation	0.00
Bill Pmt -C...	07/14/2015	8572	Earl Wilson	7/3-7/5 Vendor Booth Security (14hrs x \$15/hr)	-210.00
Bill Pmt -C...	07/14/2015	8573	Hogue's Glass	F250 Windshield Replacement	-250.00
Bill Pmt -C...	07/14/2015	8574	Michele LaZier	Recreation Program Instruction	-150.00
Bill Pmt -C...	07/14/2015	8575	Ramona Weber	Building Inspection Services	-29.00
Bill Pmt -C...	07/14/2015	8576	Sunstate Equipment Co.	Recreation - Vendor Generator Rental	-362.70
Paycheck	07/15/2015	8553	Benjamin J Davis		-1,221.23
Paycheck	07/15/2015	8554	Catherine Kim		-153.92
Paycheck	07/15/2015	8556	Donald L Braley		-907.36
Paycheck	07/15/2015	8557	Elizabeth R Zurn		-153.92
Paycheck	07/15/2015	8559	Eric R Grossman		-218.85
Paycheck	07/15/2015	8560	Heather DeLonga		-153.92
Paycheck	07/15/2015	8561	Mary E. McDonald		-153.92
Paycheck	07/15/2015	8562	Merolyn K Wyley		-153.92
Paycheck	07/15/2015	8564	Robert B Schlough		-1,186.73
Paycheck	07/15/2015	8565	Scott W Leggitt		-783.65
Paycheck	07/15/2015	8566	Teresa Wall		-153.92
Paycheck	07/15/2015	8555	Clyde E Dooley		-1,757.04
Paycheck	07/15/2015	8558	Eloise T Hooper		-527.78
Paycheck	07/15/2015	8563	Randi L Snead		-1,349.09
Liability Ch...	07/15/2015	941-...	United States Treasury	84-6000575	-2,991.32
Bill Pmt -C...	07/17/2015	8577	VISA		-473.75
Bill Pmt -C...	07/17/2015	8578	Days of '92	2015 Days of '92 Vendor 10% Donation	-255.00
Liability Ch...	07/30/2015	941-...	United States Treasury	84-6000575	-2,644.56
Paycheck	07/31/2015	8579	Benjamin J Davis		-1,264.51
Paycheck	07/31/2015	8581	Donald L Braley		-795.75
Paycheck	07/31/2015	8584	Robert B Schlough		-1,209.90
Paycheck	07/31/2015	8585	Scott W Leggitt		-713.58
Paycheck	07/31/2015	8580	Clyde E Dooley		-1,757.02
Paycheck	07/31/2015	8582	Eloise T Hooper		-527.78
Paycheck	07/31/2015	8583	Randi L Snead		-1,349.09
Bill Pmt -C...	07/31/2015	8586	Ramona Weber		-367.50
Bill Pmt -C...	07/31/2015	8587	Rocky Mountain Home Health Sup...	722324/Towers/TP/Park Restrooms	-583.56
Bill Pmt -C...	07/31/2015	8588	SLVREC	Monthly Electric Charges	-1,155.00
Bill Pmt -C...	07/31/2015	8589	Valley Publishing	Legal 6247/PH	-16.00
					-40,085.22



8510	06/15/2015	VISA			
E Grossman Travel	04/01/2015		E Grossman CML Conference Attendance 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

Water and Sewer Fund Monthly Check Detail July 2015

Type	Date	Num	Name	Memo	Amount
Jul 15					
Bill Pmt -Check	07/31/2015	3071	Accutest Mountain ...	Sewer Testing	-816.00
Bill Pmt -Check	07/31/2015	3072	City of Creede	July 2015 Salary Reimburse	-11,064.46
Bill Pmt -Check	07/31/2015	3073	Merrick & Company	Engineering Services	-2,900.15
Bill Pmt -Check	07/31/2015	3074	Sangre De Cristo L...	16905/Bac-T Analyses	-75.00
Bill Pmt -Check	07/31/2015	3075	SLVREC	July Electricity Charges	-3,173.00
Bill Pmt -Check	07/14/2015	3065	Accutest Mountain ...	Sewer Testing	-247.00
Bill Pmt -Check	07/14/2015	3066	Biolyneus	5753/ProBiotic Scrubber II-4 pcs-Sewer ...	-992.14
Bill Pmt -Check	07/14/2015	3067	CenturyLink	300794269/June	-127.02
Bill Pmt -Check	07/14/2015	3068	DPC Industries, Inc.	DE73000500-15/Chlorine	-36.00
Bill Pmt -Check	07/14/2015	3069	Sangre De Cristo L...	Water Testing	-132.00
Bill Pmt -Check	07/08/2015	3058	American Business ...	126748/Monthly Fee	-39.00
Bill Pmt -Check	07/08/2015	3059	Grand Junction Pipe	3283614/Surge Relief Valve	-331.20
Bill Pmt -Check	07/08/2015	3060	Heil Law & Planning	WS Legal Svcs June 2015	-1,650.00
Bill Pmt -Check	07/08/2015	3061	Kentucky Belle Mar...	Jun Charges/#15 Tax Exempt	-70.50
Bill Pmt -Check	07/08/2015	3062	Sangre De Cristo L...	Water Testing	-135.00
Bill Pmt -Check	07/08/2015	3063	Tomkins Hardware ...	Tomkins Charges	-138.98
Bill Pmt -Check	07/08/2015	3064	USA Blue Book	Iron Pipe Supplies	-1,077.54
Bill Pmt -Check	07/01/2015	3070	VISA		-213.81
					-23,218.80

↓
Jul 15

Bill Pmt -Check	3070	07/01/2015	VISA		
Bill	521883	06/22/2015		Water Testing	-23.54
Bill	962124	06/25/2015		Water Testing	-13.14
Bill	767510	06/25/2015		Wastewater Testing	-81.51
Bill	562533	06/30/2015		Water Testing	-11.63
Bill	926491	07/01/2015		Water Testing	-36.42
				Sewer Testing	-36.42
Bill	UPS Adj	07/01/2015		UBS Billing Postage Adjust	-9.15
Bill	30860	07/06/2015		UBS Billing Postage	-2.00
TOTAL					-213.81



PARADE PERMIT APPLICATION

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

Name: Cruisin' the Canyon Car Show

Address: PO Box 580, 904 S. Main St., Creede

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

Phone: [REDACTED] Email: [REDACTED]

Parade Date: 9/19/2015 Parade Time (please allow for set-up and take-down): 7am - 6pm

Parade Route Begins: Midway of N. 1st Street

Parade Route Ends: 3rd Street and Main Street

Planned Road Closures: beginning midway of N. 1st Street to Main Street and continuing south to 3rd Street.

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 300

Responsible Parties for Barricade Set-up & Removal:

Name: Delta Brown Phone: [REDACTED] Name: Vicki Kulyk Phone: [REDACTED]

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 Delta Brown 7/15/15
Date

City Clerk [Signature] 7/15/15
Date

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 7/15/15
Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: [Signature] 7/15/15
Date

FOR ADMINISTRATIVE USE ONLY

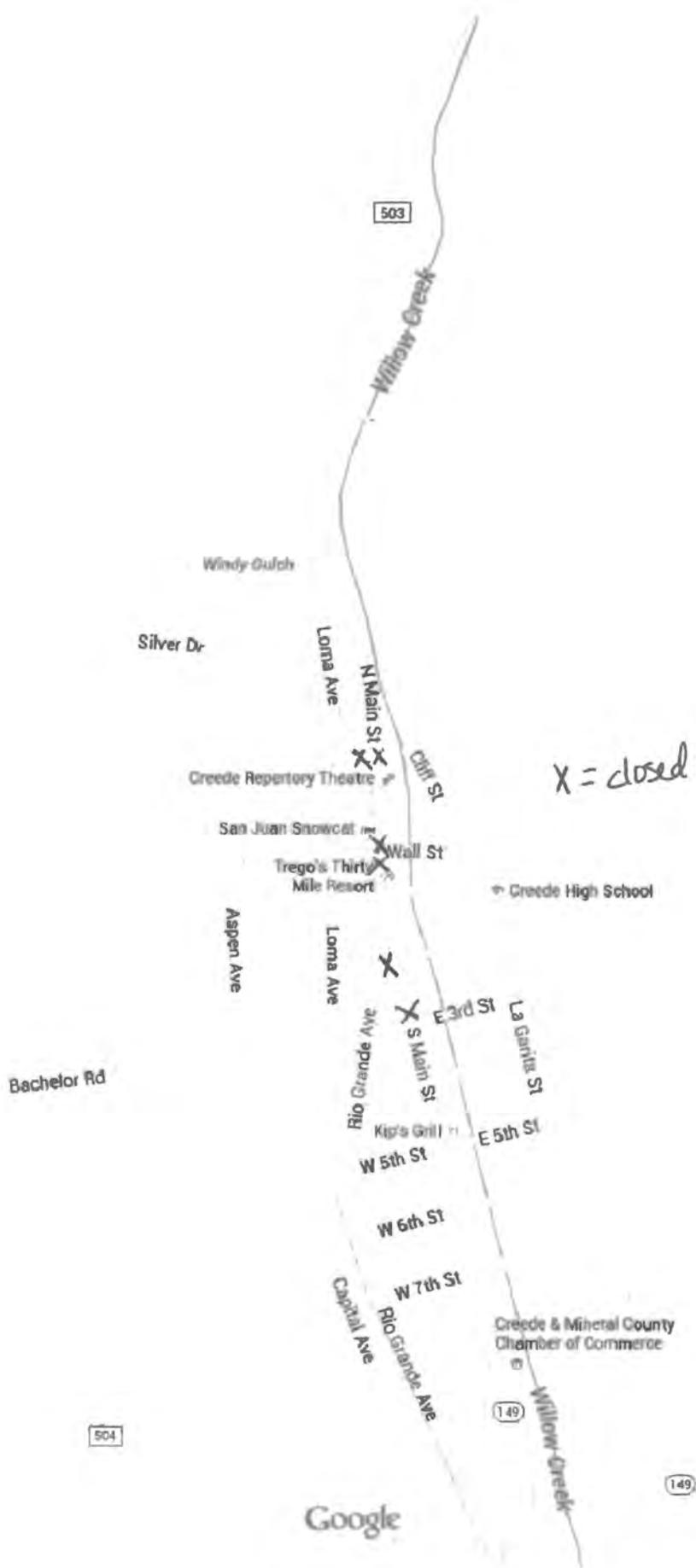
Application Received 7/15/15 Fee 25 Date Paid 7/15/15

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

Board of Trustees Meeting Date 8/4/15

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

Attest: _____ City Clerk



X = closed to through traffic



PARADE PERMIT APPLICATION

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

Name: Creede Mountain Run

Address: PO Box 580, 904 S. Main Street, Creede

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

Phone: [REDACTED] Email: [REDACTED]

Parade Date: 9/5/15 Parade Time (please allow for set-up and take-down): 7am-6pm

Parade Route Begins: Loma Ave. next to Days of '92 park

Parade Route Ends: Loma Ave. next to Days of '92 park

Planned Road Closures: Loma Ave. next to Day of '92 park south to Third Street, east to Main Street. Main Street north to the top of town

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 300

Responsible Parties for Barricade Set-up & Removal:

Name: Della Brown Phone: [REDACTED] Name: Dan Hahn Phone: [REDACTED]

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
Della Brown 7/14/15
Date

City Clerk
[Signature] 7/15/15
Date

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 7/15/15
Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: Verbal - RS 7/15/15
Date

FOR ADMINISTRATIVE USE ONLY

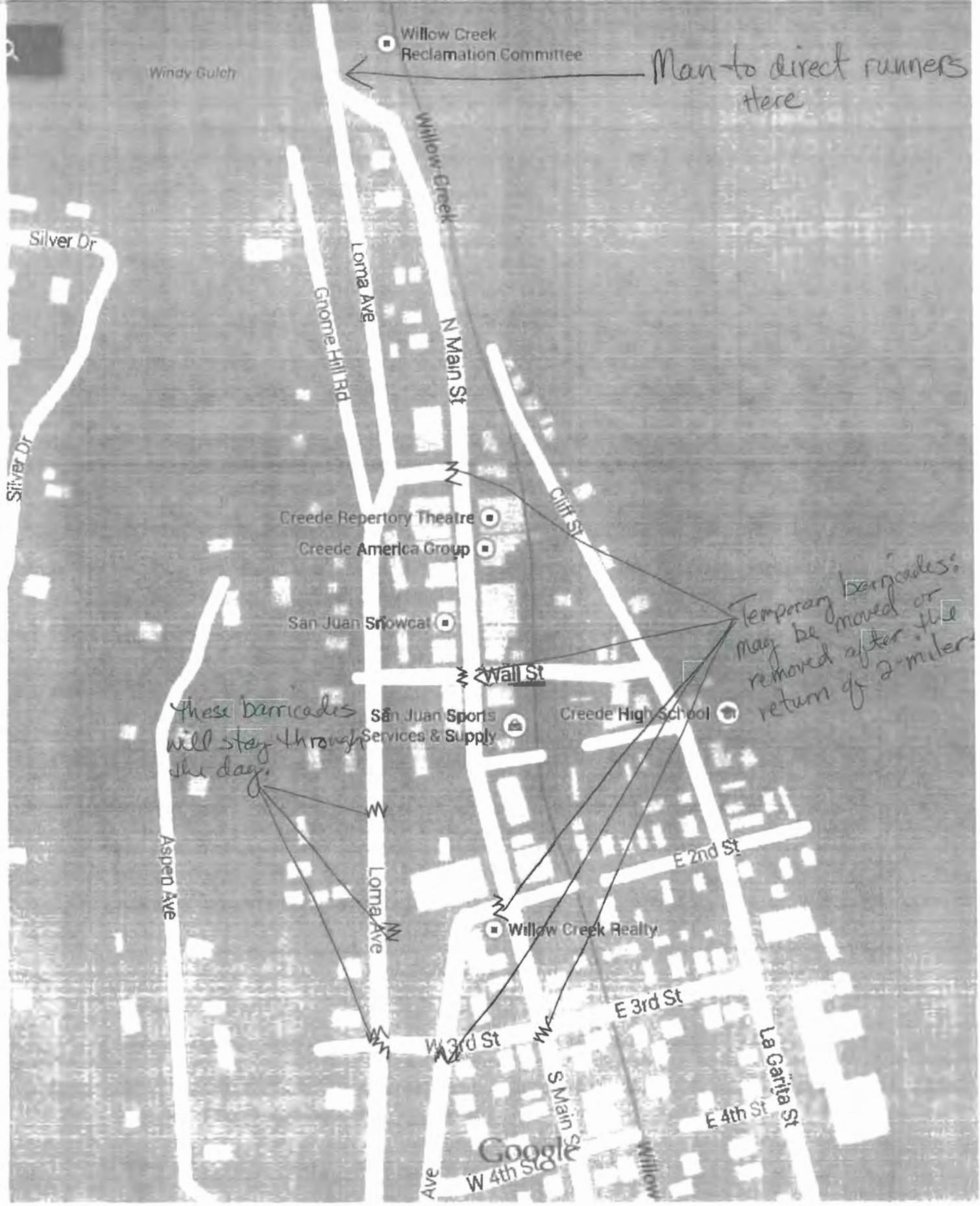
Application Received 7/15/15 Fee 25- Date Paid 7/15/15

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

Board of Trustees Meeting Date 8/4/15

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

Attest: _____ City Clerk



Windy Gulch

Willow Creek Reclamation Committee

Man to direct runners here

Silver Dr

Silver Dr

Loma Ave

Gnome Hill Rd

N Main St

Willow Creek

Cliff St

Creede Repertory Theatre

Creede America Group

San Juan Snowcat

Wall St

San Juan Sports Services & Supply

Creede High School

Temporary barricades may be moved or removed after the return of 2 miles

These barricades will stay through the day

Aspen Ave

Loma Ave

Willow Creek Realty

E 2nd St

E 3rd St

E 4th St

La Garita St

W 3rd St

S Main St

W 4th St

Willow

Google



PARADE PERMIT APPLICATION

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

Name: Gravity Derby

Address: PO Box 580, 904 S. Main St., Creede

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

Phone: [REDACTED]

Parade Date: 9/19/2015 ^{9/16/15} Parade Time (please allow for set-up and take-down): 7am - 6pm

Parade Route Begins: Midway of N. 1st Street

Parade Route Ends: 5th Street and Main Street

Planned Road Closures: beginning midway of N. 1st Street to Main Street and continuing south to 5th Street.

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 300

Responsible Parties for Barricade Set-up & Removal:
Name: Della Brown [REDACTED] Pam Hobbs Phone: [REDACTED]

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
Della Brown 7/14/15
Date

City Clerk
[Signature] 7/15/15
Date

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 7/15/15
Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: [Signature] 7/15/15
Date

FOR ADMINISTRATIVE USE ONLY

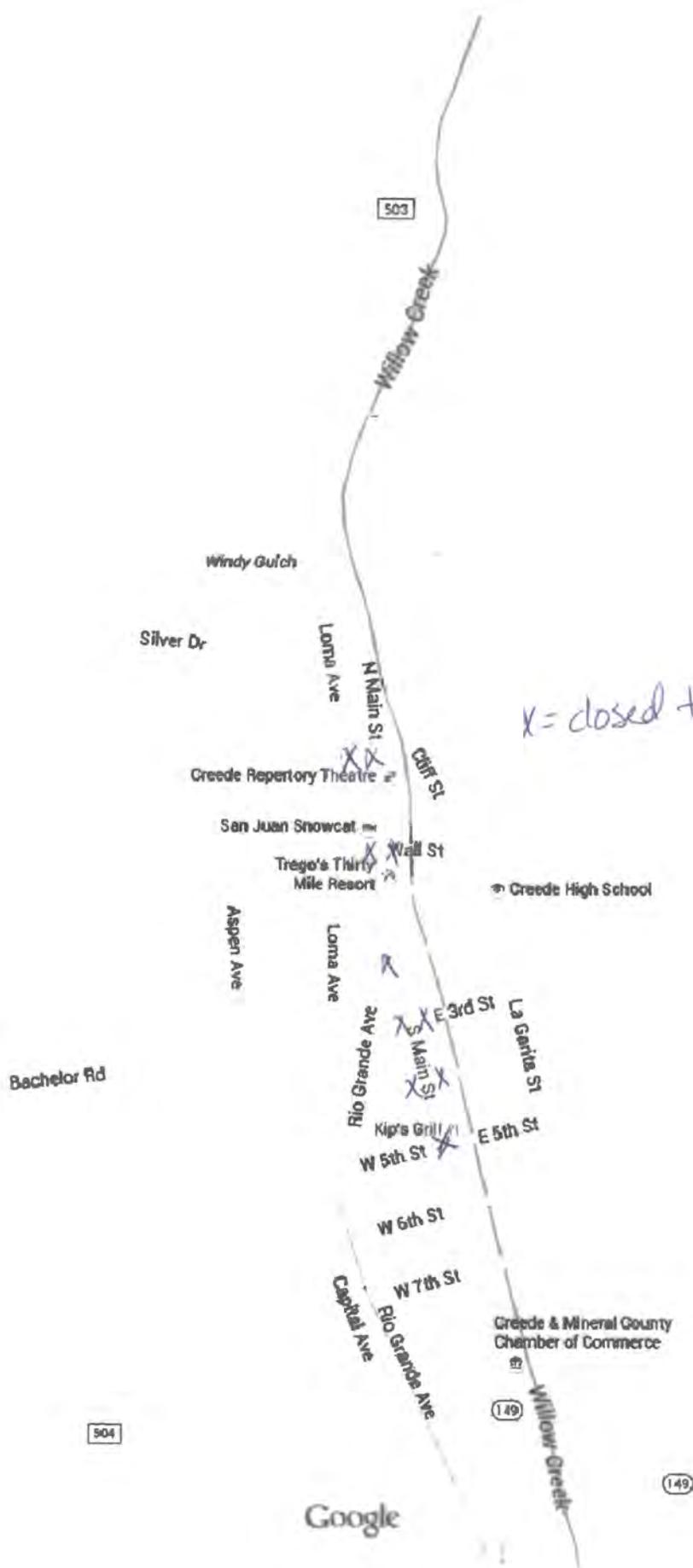
Application Received 7/15/15 Fee 25 Date Paid 7/15/15

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

Board of Trustees Meeting Date 8/4/15

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

Attest: _____ City Clerk



X = closed to through traffic

Google

Town Board of Trustees
August 4, 2015
Eloise Hooper

The 4th July Vendors went very well this year. All except 2 of the vendors said they were pleased with their sales. One vendor who did not do well did not have his product displayed. I told him that if he actually wanted to sell bags of peanuts it would be helpful if he had some on display with a sign. All except one vendor said they would come back next year. I rented a generator and that helped the food vendors a lot. All they had to supply were extension cords instead of bringing their own generators. I increased fees for the food vendors to pay for the generator and the cost of making two trips to Pueblo and back to pick up and return the generator. All of the food vendors thought the increase in fees were fair.

ThunderRead only had one child. Most of the youth who come to that program are already good readers and don't need the extra practice.

Dance Camp had 3-4 youth every day. They did free dance, and helped choreograph two other dances that they performed with costumes on the last day. They also asked to spend extra time at dance just to have more time to dance.

Willow Creek Science Creek Camp started a little slow. Only two youth pre-signed up but we ended with 9 youth, ages 6 - 12. Two youth were dragged to camp the first day by their mother and were excited to come the rest of the week. Two other youth were supposed to leave for California Friday morning and told their parents they couldn't leave until after the camp finished on Friday afternoon. Gwen and I had both the kids fill out an evaluation form, asking if they enjoyed the camp, what they liked best and least, if they would come next year, would they like the camp to be a longer day. All of the kids said they would like to come back for a longer day and they would like to camp. Parents were also asked about the camp and all said their children loved the camp and they came home talking about all the things they did and learned that day. This camp was a new one designed and taught by Gwen Freer and myself. It focused on the Creede area; its ecology, geology, geography, plants, minerals, soils, water cycle, clouds, water quality, hydroelectric energy and intermixed with crafts. We are definitely interested in continuing the camp next year.

Tumbling will be the only camp in August before school starts.

**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: _____
Eric Grossman, Mayor

Attest: _____
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: _____
Eric Grossman, Mayor

Attest: _____
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 Prevailing Party. 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 Approval of Franchise. 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 Payment of Ordinance Expenses. 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: _____
Eric Grossman, Mayor

ATTEST: _____
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

7/16/15

Dear City of Creede Board of Trustees,

Please accept my resignation from the City of Creede Board of Trustees. I will be moving to Fort Collins, Colorado in August of 2015. I leave the board with goodwill, respect, and best wishes for the many wonderful projects in the works. I know under the vision of the sitting board members, Creede will continue to flourish as a wonderful place to live and visit. I am happy to be leaving at a time when the board and staff are so strong and will continue to build a bright future for this amazing town.

With highest regard,

A handwritten signature in cursive script that reads "Elizabeth Zurn". The signature is written in dark ink and is positioned above the printed name.

Elizabeth Zurn

Manager's Report

To: Mayor and Board of Trustees
Date: August 4, 2015
From: Clyde Dooley

Public Hearing for zoning lagoon property – Request

I need to ask the Trustees to schedule a public hearing for October 6, 2015 to consider ordinance No. 388 to rezone the newly annexed lagoon property.

Hydro Study – update

I made five calls asking for quotes on a Hydro Study of our flume and the most promising was the U.S. Army Corps may already have one. I copied Craig and Alandran with BHI to help make sure we're talking about the same thing. I'll let you know when I hear back from them. If it's what we and BHI need – great, if not I'll get more quotes.

I'm thinking we're not going to be able to make a decision on the design in time to do any construction this year, however we will be able to start seeking the funds we'll need - for hopefully next fall.

Ball Park Restrooms Rehabilitation – FYI

It's beyond time we repair and rehabilitate the ball park restrooms. They were built in 1996?; [ask Ben] and as you all know they've gotten a lot of bad press the last couple of years. So Ben and I talked a couple weeks ago about replacing all the stalls, putting in new wall panels, mirrors, painting, and possibly some small high windows to provide some natural light.

So the plan is to purchase the stalls, wall panels, mirrors, and paint and have a local contractor do the work. We'll also get a quote on installing the windows at the same time. We hope to have the materials in place and be ready to close the restrooms for a week after Labor Day. As we gather quotes I'll keep you informed.

Simon Property in North Creede – update & Request

As you may remember, Caleb Simon asked us to replat and help him clear up his boundary issues back in December of 2013. We've been trying to come up with a remedy that makes sense to both of us and last week we found one. Attached is a marked-up survey with the bold horizontal and vertical lines representing what we'd like to swap with each other. I'll present this to the Planning Commission next Tuesday and if they recommend the process, I'll prepare the documents for your consideration next month. With that said it will require notice and a public hearing, so **I'd like to ask the Trustees to schedule a public hearing for September 8, 2015 to consider an ordinance and resolution to help clarify and replat his property.**

County/City Gym – update

Eric sent Janelle, Randy, and I the first draft of the IGA for the purchase and use of the old school gym. There's a lot of uncertainties and questions to be worked out and it might be time for a joint retreat to get direction from the elected officials. One of the comments was about the county being the sole purchaser to keep things simpler from a management standpoint and then leasing to the city. We've already been told that insurance

will need to be held by one of the entities instead of both and Janelle and [so far] haven't been able to get a solid quote.

2014 Consumer Confidence Report – FYI

Attached is a copy of our 2014 Consumer Confidence Report for our drinking water. As you can see we had no violations, significant deficiencies or formal enforcement actions. I am late getting it out this year because this department of CDPSE still had my old email address.

Source Water Protection Plan – Reminder

The next meeting is scheduled for August 12th at 5:30 pm.

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.

June Finances – FYI

<u>Budget</u>		<u>YTD</u>
General Fund	13,069	94,828
Capital Improvement Fund	4,731	61,996
Conservation Trust Fund	801	4,435
Virginia Christensen Fund	31	(139,817)
Water & Sewer Fund	<u>5,615</u>	<u>103,961</u>
Net	24,247	125,403

City Sales Tax: total \$51,540 through the end of June. That's up \$2,658 for the same period last year and up \$1,344 compared to last June.

City Funds total \$2,229,600 through the end of June. That's up \$242,987 for the same period last year and up \$88,966 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.

P.S

Happy Birthday Randi – And Congratulations Mom;

CREEDE TOWN OF 2015 Drinking Water Quality Report For Calendar Year 2014

Public Water System ID: CO0140500

Esta es información importante. Si no la pueden leer, necesitan que alguien se la traduzca.

We are pleased to present to you this year's water quality report. Our constant goal is to provide you with a safe and dependable supply of drinking water. Please contact CLYDE DOOLEY or ROBERT SCHLOUGH at 719-658-2276 with any questions about the Drinking Consumer Confidence Rule (CCR) or for public participation opportunities that may affect the water quality.

General Information

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791) or by visiting <http://water.epa.gov/drink/contaminants>.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV-AIDS or other immune system disorders, some elderly, and infants can be particularly at risk of infections. These people should seek advice about drinking water from their health care providers. For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S. Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and microbiological contaminants call the EPA Safe Drinking Water Hotline at (1-800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- **Microbial contaminants:** viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- **Inorganic contaminants:** salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- **Pesticides and herbicides:** may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.
- **Radioactive contaminants:** can be naturally occurring or be the result of oil and gas production and mining activities.
- **Organic chemical contaminants:** including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and also may come from gas stations, urban storm water runoff, and septic systems.

In order to ensure that tap water is safe to drink, the Colorado Department of Public Health and Environment prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration regulations establish limits for contaminants in bottled water that must provide the same protection for public health.

Lead in Drinking Water

If present, elevated levels of lead can cause serious health problems (especially for pregnant women and young children). It is possible that lead levels at your home may be higher than other homes in the community as a result of materials used in your home’s plumbing. If you are concerned about lead in your water, you may wish to have your water tested. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. Additional information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/safewater/lead>.

Source Water Assessment and Protection (SWAP)

The Colorado Department of Public Health and Environment has provided us with a Source Water Assessment Report for our water supply. For general information or to obtain a copy of the report please visit <http://wqcdcompliance.com/ccr>. The report is located under “Source Water Assessment Reports”, and then “Assessment Report by County”. Select MINERAL County and find 140500; CREEDE TOWN OF or by contacting CLYDE DOOLEY at 719-658-2276. The Source Water Assessment Report provides a screening-level evaluation of potential contamination that ***could*** occur. It ***does not*** mean that the contamination ***has or will*** occur. We can use this information to evaluate the need to improve our current water treatment capabilities and prepare for future contamination threats. This can help us ensure that quality finished water is delivered to your homes. In addition, the source water assessment results provide a starting point for developing a source water protection plan. Potential sources of contamination in our source water area are listed on the next page.

Please contact us to learn more about what you can do to help protect your drinking water sources, any questions about the Drinking Water Consumer Confidence Report, to learn more about our system, or to attend scheduled public meetings. We want you, our valued customers, to be informed about the services we provide and the quality water we deliver to you every day.

Our Water Sources

<u>Source</u>	<u>Source Type</u>	<u>Water Type</u>	<u>Potential Source(s) of Contamination</u>
WELL NO 1	Well	Groundwater	Commercial/Industrial/School/Transportation, Low intensity Residential, Septic Systems, Permitted wastewater discharge sites, Evergreen forest & Road miles.
WELL NO 2	Well	Groundwater	Commercial/Industrial/School/Transportation, Low intensity Residential, Septic Systems, Permitted wastewater discharge sites, Evergreen forest & Road miles.

Terms and Abbreviations

- **Maximum Contaminant Level (MCL)** – The highest level of a contaminant allowed in drinking water.
- **Treatment Technique (TT)** – A required process intended to reduce the level of a contaminant in drinking water.

- **Action Level (AL)** – The concentration of a contaminant which, if exceeded, triggers treatment and other regulatory requirements.
- **Maximum Residual Disinfectant Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level Goal (MCLG)** – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Residual Disinfectant Level Goal (MRDLG)** – The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Violation (No Abbreviation)** – Failure to meet a Colorado Primary Drinking Water Regulation.
- **Formal Enforcement Action (No Abbreviation)** – Escalated action taken by the State (due to the risk to public health, or number or severity of violations) to bring a non-compliant water system back into compliance.
- **Variance and Exemptions (V/E)** – Department permission not to meet a MCL or treatment technique under certain conditions.
- **Gross Alpha (No Abbreviation)** – Gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222, and uranium.
- **Picocuries per liter (pCi/L)** – Measure of the radioactivity in water.
- **Nephelometric Turbidity Unit (NTU)** – Measure of the clarity or cloudiness of water. Turbidity in excess of 5 NTU is just noticeable to the typical person.
- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90th Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).
- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.



Detected Contaminants

THE CITY of CREEDE, a Colorado TOWN routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of January 1 to December 31, 2014 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one year old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

Note: Only detected contaminants sampled within the last 5 years appear in this report. If no tables appear in this section then no contaminants were detected in the last round of monitoring.

Lead and Copper Sampled in the Distribution System								
Contaminant Name	Time Period	90 th Percentile	Sample Size	Unit of Measure	90 th Percentile AL	Sample Sites Above AL	90 th Percentile AL Exceedance	Typical Sources
Copper	08/08/2012 to 08/08/2012	0.66	10	ppm	1.3		No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead	08/08/2012 to 08/08/2012	3	10	ppb	15		No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System										
Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	Highest Compliance Value	MCL Violation	Typical Sources
Total Trihalomethanes (TTHM)	2012	3.7	3.7 to 3.7	1	ppb	80	N/A		No	Byproduct of drinking water disinfection

Radionuclides Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Gross Alpha	2012	4.8	4.8 to 4.8	1	pCi/L	15	0	No	Erosion of natural deposits
Gross Beta Particle Activity	2012	8.5	8.5 to 8.5	1	pCi/L*	50	0	No	Decay of natural and man-made deposits
*The MCL for Gross Beta Particle Activity is 4 mrem/year. Since there is no simple conversion between mrem/year and pCi/L EPA considers 50 pCi/L to be the level of concern for Gross Beta Particle Activity.									

Inorganic Contaminants Sampled at the Entry Point to the Distribution System

Contaminant Name	Year	Average	Range Low – High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Arsenic	2014	2.3	2.3 to 2.3	1	ppb	10	0	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium	2014	0.01	0.01 to 0.01	1	ppm	2	2	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride	2014	0.12	0.12 to 0.12	1	ppm	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate	2014	0.35	0.35 to 0.35	1	ppm	10	10	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits

Violations, Significant Deficiencies, and Formal Enforcement Actions

No Violations or Formal Enforcement Actions

Caled to City

City to Caled

Original Thoughts
7/21/15 thoughts

LEGEND
1.5 INCH ALUMINUM CAP
ATTACHED TO 5 REAR FRONTAL SET

IF Caled wants to purchase
more property on the
south side of FS502
I recommend he have
it surveyed + appraised
+ ASK the Trustees.

SOUTHEAST CORNER
SECTION 25
BLK BRASS CAP AND
PIPE

S 00°25'27" W 4745.78'

S 69°31'53" W 591.66'

Forest Road No. 502

Tank Lines
City Owned
Septic
Tank

BATH
HOUSE

Single Family
Residence

TRACT 51R
402 Acres

Storage
Container

Found Bolt
ORIGIN
UNCONFIRMED

44

CORNER
TO
CONDUIT
CREAKS 20" ALUMINUM
CAP AND PIPE
K531849

OWNER
CITY OF CREEDLE

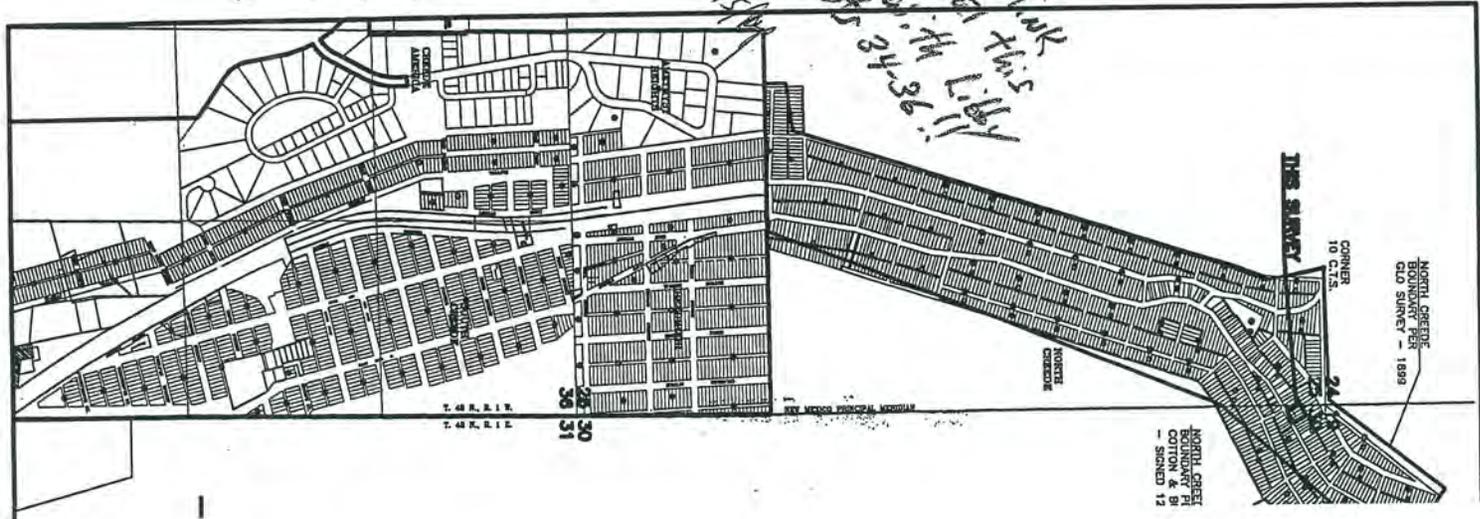
OWNER
DANIEL RECEPTION #6366

does this include
garage?

Need to think
more about this
+ 12' w/ 11' Libby
954-3436
Hill Libby

Report Caled 12/9/15

VICINITY MAP
SCALE: 1" = 600'



NORTH CREEK
BOUNDARY R.
COTTON & B
- SURVED 12

NORTH CREEK
BOULEVARD
GO SURVEY - 1999

CORNER
TO
C.I.T.S.

THIS SURVEY