

REGULAR MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW AGENDA
- IV. CONSENT AGENDA
 - a. Approve/Disapprove June 4th 2013 Minutes
 - b. Review/Consent of previously paid disbursements as listed on the June 2013 Check Detail Report
 - c. Approve/Disapprove Professional Services Invoices (and others as necessary) for checks to be written July 3rd, 15th and/or 31st and signed [Report does not have any bills as of 6/27. Please see purple folder at the meeting.]
 - d. Approve/Disapprove Private Event Application for Bicycle Tour of Colorado Baseball Field Use, June 27th, 2014
- V. REPORTS & PRESENTATIONS
 - a. Public Works Report - Ben Davis (verbal)
 - b. LWCRCo Report -Eric Grossman (verbal)
 - c. Mayor's Report - Eric Grossman (verbal)
 - d. Upper Water Tank - Clyde Dooley (verbal)
 - e. Written Reports (Recreation) **Read ONLY**
- VI. OLD BUSINESS
 - a. Approve/Disapprove Easement Agreement Kip's Grill
 - b. Approve/Disapprove Boundary Agreement Myers/Brennand/LaMee
- VII. NEW BUSINESS
 - a. Approve/Disapprove Resolution 2013-09 Declaring A Local Emergency Disaster
 - b. Discuss/ Approve/Disapprove Water Pump Backup Generator [Awaiting materials from Water Engineer]
- VIII. MANAGERS REPORT
- IX. ADJOURN

**BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO – A TOWN
June 4, 2013**

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 5:32 p.m. There being present at the call of the roll the following persons:

TRUSTEES PRESENT: Elizabeth Zurn, Kay Wyley, Ed Skroch, Eric Grossman, Denis Powell,
Heather DeLonga
TRUSTEES ABSENT: Teresa Wall

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

Clyde Dooley, Town Manager
Randi DePriest, Clerk/Treasurer

REVIEW AGENDA

Trustee Powell moved and Trustee Zurn 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 May 7th & May 21st 2013 Minutes
- b. Review/Consent of previously paid disbursements as listed on the May 2013 Check Detail Report
- c. Approve/Disapprove Professional Services Invoices (and others as necessary) for checks to be written June 5th, 15th and/or 30th and signed
- d. Approve/Disapprove CRT Parade Permit Application Dancing Dead Zombie Street Party
- e. Approve/Disapprove CRT Special Event to Serve Alcohol Dancing Dead Zombie Street Party
- f. Approve/Disapprove Elks Lodge #506 Private Event Application Basham Park 4th of July Beer Garden
- g. Approve/Disapprove Elks Lodge #506 Special Event to Serve Alcohol July 4th, 2013 Basham Park Beer Garden
- h. Approve/Disapprove Elks Lodge #506 Special Event to Serve Alcohol July 5th, 2013 Dance
- i. Approve/Disapprove CRT(Mainstage) Arts Liquor License Application for Renewal

“EH” in the May 7, 2013 minutes was changed to “Eric Heil” for clarification. Questions were asked and answered regarding checks written to an employee and the water attorney. Consent agenda items d., e., and i. were removed for separate consideration to allow Trustee Zurn to abstain from the items that involved her employer. Trustee Zurn moved and Trustee Powell seconded to approve the consent agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Powell moved and Trustee DeLonga seconded to approve consent agenda items d., e., and i. There were four 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:

- All park irrigation has been turned on. The guys are working on tree removal, planting, and repairs.
- There are lots of water turn-ons and repairs happening with everyone returning for the summer.
- Davis will begin researching and planning to get crosswalks and other pavement markings finished.
- Davis explained to a concerned audience member that there wasn't much to be done about shallow, cosmetic damage to the new pavement and that it wouldn't compromise its integrity.
- Trustee Zurn requested that the repair of the water valve in the Uff-Da trailer park be prioritized.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that all work on the walking path was completed for the season. He asked for and was given direction to contact a few state-level politicians to see what could be done to get the Company's 401(k) approved.

MAYOR GROSSMAN'S REPORT

Mayor Grossman confirmed the date for the City/County Retreat to take place June 20, 2013 at 5:30 p.m. He shared a conversation he had with the USDA regarding forming a housing authority. He also let the board know what the Mineral County Commissioners had discussed at their most recent meeting.

FOURTH OF JULY PARADE DISCUSSION

Fourth of July Committee member Paul Stone approached the board and requested a different theme for 2013. He made several suggestions for the parade and agreed to meet with Clerk DePriest to arrange the details.

NEW BUSINESS

APPROVE/DISAPPROVE WS ORDINANCE APPENDIX A

Trustee Dooley gave a brief explanation of these changes in fees and suggested that the board table the topic until the Water Sewer Budget Work Session later this fall. The board consented.

FOURTH OF JULY PARADE MATERIALS

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

MANAGER'S REPORT

The items discussed and the actions taken in the Town Manager Dooley's Report were as follows:

Downtown Colorado, Inc: After a brief discussion, Trustee Skroch moved and Trustee Zurn seconded to become a member of Downtown Colorado, Inc. The vote was unanimous. Mayor Grossman declared the motion carried.

Utility Truck: Dooley asked for and was given direction to advertise and sell the 1986 Ford Utility Truck that has been replaced.

Morton Lease: Dooley asked for and was given direction to renew the lease in Morton Park for \$1 per year.

Travel Policy: Dooley presented a Travel Policy for review at a Work Session.

ADJOURN

There being no further business to come before the Board of Trustees at this time, Trustee Zurn moved and Trustee Powell seconded that the meeting be adjourned at 6:45 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

Randi DePriest, City Clerk/Treasurer

CITY OF CREEDE; A COLORADO TOWN

Monthly Check Detail

June 2013

Type	Date	Num	Name	Memo	Amount
Jun 13					
Bill Pmt -...	06/05/2013	7280	BlueTarp Financial	#28316119/Metal Drawers, LED War...	-108.97
Bill Pmt -...	06/05/2013	7281	CNA Surety	Surety Bond 6118004/Randi DePriest...	-300.00
Bill Pmt -...	06/05/2013	7282	Creede Chamber of Comme...	Monthly Donation	-833.33
Bill Pmt -...	06/05/2013	7283	Creede Community Center	Monthly Community Center Donation	-416.67
Bill Pmt -...	06/05/2013	7284	Creede Gifts & Gas, LLC	VOID: May Charges	0.00
Bill Pmt -...	06/05/2013	7285	Del Norte Auto Supply, Inc.	871/Spark Plugs	-11.40
Bill Pmt -...	06/05/2013	7286	Downtown Colorado, Inc.	Annual Membership/Local Governme...	-195.00
Bill Pmt -...	06/05/2013	7287	K & C Custom Trees	Tree Maintenance/Trim/Removal Bas...	-1,300.00
Bill Pmt -...	06/05/2013	7288	Kentucky Belle Market	May Charges/Acct. #15 & #20-Tax E...	-69.47
Bill Pmt -...	06/05/2013	7289	Muleys Disposal Service		-385.00
Bill Pmt -...	06/05/2013	7290	San Luis Valley Tourism As...	I#25/Registration Grossman SLV Tou...	-25.00
Bill Pmt -...	06/05/2013	7291	Tomkins Hardware & Lumber	VOID: May Charges/Acct#550	0.00
Bill Pmt -...	06/05/2013	7292	Valley Publishing		-97.50
Bill Pmt -...	06/05/2013	7294	Tomkins Hardware & Lumber	May Charges/Acct#550	-346.80
Bill Pmt -...	06/05/2013	7295	Creede Gifts & Gas, LLC	May Charges	-656.11
Check	06/05/2013	7293	Valley Publishing	VOID: Publishing-Printed Same Chec...	0.00
Liability ...	06/07/2013	CC...	GWRS (CCOERA)	98721-01/1220/New Employee	-52.80
Liability ...	06/07/2013	CC...	GWRS (CCOERA)	98721-01/1220	-411.64
Bill Pmt -...	06/13/2013	7311	BlueTarp Financial	#150727/Dethatcher 28"	-139.66
Bill Pmt -...	06/13/2013	7312	CMCA	June 28 Advanced Liquor Training	-25.00
Bill Pmt -...	06/13/2013	7313	Monte Vista Cooperative	May Propane Charges	-402.81
Bill Pmt -...	06/13/2013	7314	University of Colorado	2013 CMCA Institute/R. DePriest	-1,075.00
Bill Pmt -...	06/13/2013	7315	Valley Imaging Products, LLC	Monthly Service Agreement	-60.00
Bill Pmt -...	06/13/2013	7316	CenturyLink	300794472/June	-243.28
Bill Pmt -...	06/13/2013	7317	Mountain Man Tours	06/08/13 1/2 day raft trip-recreation/3...	-930.00
Bill Pmt -...	06/13/2013	7318	Rocky Mountain Home Heal...	Restroom Supplies	-873.77
Bill Pmt -...	06/13/2013	7319	VISA		-290.51
Paycheck	06/14/2013	7296	Benjamin J Davis		-930.36
Paycheck	06/14/2013	7298	Denis F Powell		-153.92
Paycheck	06/14/2013	7299	Donald L Braley		-488.34
Paycheck	06/14/2013	7300	Edward J Skroch		-153.92
Paycheck	06/14/2013	7301	Elizabeth R Zurn		-153.92
Paycheck	06/14/2013	7303	Emiliana M. Carpenter		-199.64
Paycheck	06/14/2013	7304	Eric R Grossman		-290.79
Paycheck	06/14/2013	7305	Heather DeLonga		-153.92
Paycheck	06/14/2013	7306	Merolyn K Wyley		-153.92
Paycheck	06/14/2013	7308	Robert B Schlough		-891.03
Paycheck	06/14/2013	7309	Scott W Leggitt		-667.80
Paycheck	06/14/2013	7310	Teresa Wall		-153.92
Paycheck	06/14/2013	7297	Clyde E Dooley		-1,349.78
Paycheck	06/14/2013	7302	Eloise T Hooper		-477.82
Paycheck	06/14/2013	7307	Randi L DePriest		-929.52
Liability ...	06/24/2013	941...	United States Treasury	84-6000575	-4,234.14
Liability ...	06/24/2013	CC...	GWRS (CCOERA)	98721-01/1220	-371.02
Bill Pmt -...	06/27/2013	7320	Eileen Egolf	Recreation Program Instruction	-50.00
Bill Pmt -...	06/27/2013	7321	Heather W. Delonga	Recreation Program Instruction	-50.00
Bill Pmt -...	06/27/2013	7322	Jennifer Hooper	2013 Art Camp Instruction	-150.00
Bill Pmt -...	06/27/2013	7323	Johanna Gray	Recreation Program Instructor	-50.00
Bill Pmt -...	06/27/2013	7324	Merrick & Company		-766.78
Bill Pmt -...	06/27/2013	7325	Michele LaZier	Recreation Program Instruction	-195.00
Bill Pmt -...	06/27/2013	7326	Nasco Modesto	Recreation Supplies-School Arts	-19.58
Bill Pmt -...	06/27/2013	7327	Petty Cash	Receipts and cash	-67.10
Bill Pmt -...	06/27/2013	7328	SLVREC	June 15 Charges/Public Works	-1,253.00
Bill Pmt -...	06/27/2013		Valley Publishing	Classified/Sell Utility Truck	-85.70
Paycheck	06/28/2013	7332	Donald L Braley		-590.64
Paycheck	06/28/2013	7334	Emiliana M. Carpenter		-246.05
Paycheck	06/28/2013	7336	Robert B Schlough		-1,007.00
Paycheck	06/28/2013	7330	Benjamin J Davis		-930.36
Paycheck	06/28/2013	7331	Clyde E Dooley		-1,349.78
Paycheck	06/28/2013	7333	Eloise T Hooper		-477.84
Paycheck	06/28/2013	7335	Randi L DePriest		-929.50
Paycheck	06/28/2013	7337	Scott W Leggitt		-667.80
Jun 13					-29,889.61

Water and Sewer Fund

Monthly Check Detail

June 2013

Type	Date	Num	Name	Memo	Amount
Jun 13					
Bill Pmt -Check	06/27/2013	2656	American Business Sof...	Audit Software Support	-223.80
Bill Pmt -Check	06/27/2013	2657	Dana Kepner Company...	#1376205/Meter & Waterline Supply	-928.79
Bill Pmt -Check	06/27/2013	2658	DPC Industries, Inc.	chlorine 150# cyl	-36.00
Bill Pmt -Check	06/27/2013	2659	SLVREC	June 15 Electric Charges	-3,981.00
Bill Pmt -Check	06/27/2013	2660	USA Blue Book	978866/Hydrant Adapter	-59.44
Bill Pmt -Check	06/13/2013	2652	CenturyLink	300794269/Jun	-110.39
Bill Pmt -Check	06/13/2013	2653	Rio Grande Enterprises	Tubes, Tires	-59.91
Bill Pmt -Check	06/13/2013	2654	Southern Colorado Wat...	June Water Contract	-125.00
Bill Pmt -Check	06/13/2013	2655	VISA		-90.69
Bill Pmt -Check	06/07/2013	2651	Merrick & Company	126680/126811/126812/Add'l Charges Per R...	-21.28
Bill Pmt -Check	06/05/2013	2647	Kentucky Belle Market	May Charges/#15 Tax Exempt	-64.60
Bill Pmt -Check	06/05/2013	2648	Tomkins Hardware & L...	VOID: MayCharges/Acct 580	0.00
Bill Pmt -Check	06/05/2013	2649	UNCC	May RTL Transmissions (5) l#21305174	-8.15
Bill Pmt -Check	06/05/2013	2650	Tomkins Hardware & L...	MayCharges/Acct 580	-156.77
Jun 13					-5,865.82



PRIVATE EVENT PERMIT
APPLICATION

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

Name: Robert Kent Powell

Address: 18026 Hwy. 8 morrison, CO 80465

Business/Organization (if applicable): Bicycle Tour of Colorado

Phone: 303-988-1585 Email: Robertkpc@gmail.com

Description of Event: Week long bicycle tour with a one day stop in creede on the 27th of June 2014

Date and Times of Set-Up: June 27th 2014

Dates and Times of Event: June 27th-28th 2014

Dates and Times of Tear-Down: June 28th 2014

Location of Event: Softball field
(attach map if applicable)

Estimated Number of People Expected to Attend this Event: 1000

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

Applicant
Robert K. Powell 6/17/13
Date

City Clerk
[Signature] 6/27/13
Date

SHERIFF'S DEPARTMENT NOTIFICATION: Sandy Kroll 6/27/2013
Date

Pre-Event Site inspection by: City _____ Applicant _____ Date and Time: _____

Post-Event Site inspection by: City _____ Applicant _____ Date and Time: _____

FOR ADMINISTRATIVE USE ONLY	
Application Received <u>6/17/13</u>	Fee <u>\$50.00</u> Date Paid _____
License Agreement Attached? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Proof of Insurance Attached? Y <input type="checkbox"/> N <input type="checkbox"/> <i>will approve when rec'd</i>
Board of Trustees Meeting Date _____	
Approved by Board of Trustees this _____ day of _____, 20 _____	
Attest: _____	City Clerk



To the
Town Board of Trustees
July 2, 2013
Eloise Hooper

The month started out great. Rec had 30 youth and 2 extra adults to help wrangle the kids for the raft trip. This was the largest group I have ever had. The trip was a lot of fun with races and water fights. At the rest stop and the end pull-out, the kids could play in the water if they wanted.

The Friday before Art Camp started there were 11 youth registered. By the start of camp Monday there were 21. The kids had a good time making fish kites, portrait collages, origami, wooden name plaques and name patterns for their bedroom doors. They also did an Op Art weaving project, made a collage picture frame, learned how to do simple Kumihimo braiding, made an Ojo De Dios, and made tooled metal pictures. Some children did not stay the entire week because of the fire.

Tumbling Camp only had one boy. Others were registered but did not come. I have never had a boy learn tumbling moves as quickly as this boy. Moves that normally take at least three days, he was learning in one hour. He has never taken tumbling before and does not do it in school.

Because of the fire and road closure, I decided to give vendors the opportunity to opt out of the 4th this year. Many of the crafters have fine arts and clothing that could have been damaged with the smoke. Not knowing what the fire would do, more than 2/3 of the vendors did opt out. With the probability of the total number of people visiting on the 4th being greatly reduced, I decided to postpone the event. With local businesses suffering, I did not want to create competition. Hopefully the fire will subside and we can create an event to substitute for the 4th.

EASEMENT AGREEMENT

This AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of June, 2013, (**Effective Date**”), by and between the **CITY OF CREEDE**, a Colorado statutory town, by and through its Board of Trustees (the “**Grantor**”) and **KIPS GRILL** (the “**Grantee**”). Hereinafter, the Grantor and Grantee are sometimes referred to individually as a “**Party**” or collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Grantor owns Main and Fifth Street as platted in the South Creede, subdivision, City of Creede, Colorado (“**Property**”); and

WHEREAS, Grantee owns a restaurant on Lots 16, 17, 18, 19, and 20, Block 16, South Creede, Creede, Colorado and desires to obtain an Easement allowing the encroachment of approximately 630 square feet of a commercial building onto the Property; and

WHEREAS, Grantor desires to grant an Easement to Grantee on the terms, covenants, and conditions more fully set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Easement Granted.** Grantor for good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby sell, convey, and quitclaim unto Grantee, and Grantees’ heirs, successors, assigns, and personal representative, an easement (“**the Easement**”) on:

A tract of land being approximately 106.40 square feet south of Lots 16, & 17, Block 16, South Creede, encroaching into Fifth Street AND approximately 523.60 square feet west of Lot 16, Block 16, South Creede, encroaching into main Street, for a total encroachment of approximately 630 square feet by a commercial structure.. More particularly described on **Exhibit A**, consisting of one page, attached hereto and by this reference incorporated herein and made a part hereof.

2. **Term.** This Agreement shall commence on the Effective Date and be extinguished when the aforementioned existing encroaching structure is removed, destroyed or damaged to the extent of 50% of its present size or value. From and after the Termination, this Agreement shall be deemed terminated and neither Party shall have any further rights or obligations hereunder.

3. **Use of Site.** The site will be used for the occupancy of a commercial business. Grantee, at Grantee’s expense, shall have the right to access, operate, use, maintain, and repair a commercial structure within the Easement over Grantor’s adjoining real property.

4. **Consideration.** The consideration for use of the Easement by the Grantee shall be **SIXTY-ONE DOLLARS AND THREE CENTS (\$61.03) per year**. This amount shall be calculated as follows: based on the assessed value in Mineral County of \$4.92 per square foot times the assessment percentage of twenty-nine percent (29.00%) times the City's mill levy of 12.271 (630 sq ft. x \$4.92 x 29.00% x 12.271 = \$11.03 plus a \$50.00 administrative fee. This formula will be calculated annually based on the current values and mill levy. The Grantor will invoice the Grantee on **June 7th** of each year and if payment is not received within 30 calendar days, a penalty of \$10.00 per month will be added.

5. **Condition of Site.** During the term of this Agreement, Grantee shall keep the premises under this Agreement in good condition and free from any other encroachment(s). Grantee agrees to undertake no activity which could be hazardous or in any way detrimental to the community.

6. **Indemnification.** Grantee agrees to protect, defend, indemnify and hold Grantor (inclusive of its parent companies, subsidiaries and affiliates) harmless from and against any and all liabilities, claims, expenses, demands, actions losses and damages (including reasonable attorney fees and costs), that may at any time be asserted against Grantor by reason of: (i) the use of the Easement by Grantee, or its agents, servants, employees, customers, guests, visitors, contractor, invitees or licensees; or (ii) any reason relating to or arising from this Agreement, except in the event that any of the aforementioned claims arise directly out of the gross negligence or willful misconduct of Grantor.

7. **No Warranty of Title.** This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations, and rights of way affecting Grantor's property.

8. **Notices.** All notices and communications required herein shall be in writing and shall be sent by certified mail to the following addresses:

Grantor:
City of Creede
Attn: Town Manager
P.O. Box 457
Creede, Colorado 81130

Grantee:
Kips Grill
Attn: Kip Nagy
P.O. Box 547
Creede, Colorado 81130

Notices shall be deemed properly given when mailed by certified mail in a sealed envelope, postage prepaid, addressed to the above addresses. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Any party may change its address of record by giving written notice of the change to the other party.

9. **General Provisions.**

(a) *Severability.* If any provision of this Agreement or the application of any provision

- of this Agreement to any person or circumstance is, to an extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to persons or circumstance other than those as to which it is held invalid or enforceable, will not be affected, and each provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- (b) *Captions.* Headings and captions to the paragraphs in this Agreement are included for convenience only and do not modify and of the terms of this Agreement.
 - (c) *Further Assurances.* Each Party to this Agreement will, at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriated to evidence or carry out the intent and purposes of this Agreement.
 - (d) *No Waiver.* No term, covenant, representation, warranty or condition of this Agreement may be waived without the execution of a written instrument signed by the Grantor. The failure of Grantor at any time to require performance of any provision under this Agreement, or to exercise any remedy available to it hereunder or at law, shall in no manner affect the right of Grantor to enforce or exercise the same at any later date. Further, no waiver by Grantor of any condition, term, covenant, representation, remedy or warranty contained in this Agreement or available at law, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same.
 - (e) *Construction.* This Agreement is a fully negotiated agreement, and both Parties participated in its drafting and negotiation. As such, the Parties hereby agree that the rule of construction that an agreement be construed harshly against the drafting party does not apply and should not be applied in the event that this Agreement should be construed by a third party, including but not limited to a Trier of fact.
 - (f) *Authority.* Each Party hereby represents and warrants to the other that it has full right, power and authority to enter into and perform its duties under this Agreement in accordance with the provisions hereof and that the execution and delivery of this Agreement has been duly authorized.
 - (g) *Governing Law and Venue.* This Agreement will be governed by, and in all respects construed in accordance with, the laws of the State of Colorado, without regard to principles of conflict of laws. The proper jurisdiction and venue for any action pertaining to this Agreement shall be in the county of district court of Mineral County.
 - (h) *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall, for all purposes of this Agreement, when taken together be deemed one and the same agreement and shall become effective when all counterparts have been signed and delivered to each Party hereto.

(i) *Entire Agreement.* This Agreement constitutes the final, complete and exclusive statement between the Parties to this Agreement pertaining to the Vacant Lot, and it supersedes any and all prior and contemporaneous understandings or agreements between the Parties, whether written or oral. This Agreement is binding on and inures to the benefit of the Parties, their respective heirs, representatives, successor and permitted assigns. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth in this Agreement. Any agreement made after the date of this Agreement is ineffective to amend, modify, waive, release, or terminate this Agreement, in whole or in part, unless that agreement is in writing, is signed by both Parties to this Agreement, and specifically states that the agreement modifies this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first stated above.

Grantee:
KIPS GRILL

Grantor:
CITY OF CREEDE

By: _____
Kip Nagy, Owner Date

By: _____
Eric Grossman, Mayor Date

ATTEST:

By: _____
Randi DePriest, City Clerk Date

Boundary Line Agreement

This Boundary Line Agreement is made by and between Katherine Brennand, Betty Jean Myers and Maurice & Trary Lamee hereafter (“**Applicants**”) and the City of Creede, a Colorado municipality hereafter (“**City**”). Hereinafter, the City and Applicants are sometimes referred to individually as (“**Party**”) and collectively as (“**Parties**”).

RECITALS:

- A.** The Parties have been discussing their desire to clarify their titles through a boundary adjustment and replat of the parcels of property’s they’ve occupied over the years.
- B.** Katherine Brennand is the owner of record & has a warranty deed for Lots 13 & 14 in Block 16, Creedmoor, she purchased June 6, 1992. The property she’s occupied over the years includes portions of lots 8, 9, and 10 in Block 16, Creedmoor, a portion of Second Street, a portion of Cliff Street and a portion of the alley in Block 16, Creedmoor.
- C.** Betty Jean Myers is the owner of record & has a warranty deed for Lots 1 & 2 in Block 23, Creedmoor, she purchased July 20, 1979. The property she’s occupied over the years includes portions of lots 1 & 2 in Block 23, Creedmoor, a portion of Second Street, Cliff Street and a small portion of lot 10, Block 16, Creedmoor.
- D.** Maurice & Trary Lamee are the owners of record & have a warranty deed for Lots 3 & 4 in Block 23, Creedmoor, they purchased June 19, 2001. The property they’ve occupied over the years includes portions of lots 1 & 2 in Block 23, Creedmoor and a portion of Cliff Street.
- E.** The intent of this Agreement is to facilitate the “Parties” abilities to evaluate and execute the steps necessary to adjust their property boundaries according to provisions provided in Colorado State Statute (C.R.S. 38-44-112).

The Parties agree to the following steps.

- 1.** Katherine Brennand, Betty Jean Myers and Maurice & Trary Lamee had their property’s surveyed to help identify the property’s occupied by each.
- 2.** The Planning Commission reviewed and discussed the perfection of these titles, the Boundary Line Agreement and the replatting of these properties at their November 13, 2012.
- 3.** The City will prepare an ordinance and Quit-Claim deeds authorizing the Board of Trustees to:

- a. Vacate and convey by quit-claim deed a portion of the alley in Block 16, an eastern portions of Cliff Street, the northwest portion of Second Street, between Cliff Street & Boston Avenue, and portions of lots 8, 9 & 10 in Block 16, Creedmoor as described in (Exhibits “A, B, C, and D”) to Katherine Brennand.
 - b. Vacate and convey by quit-claim deed an eastern portion of Cliff Street, a portion of Second Street, between Cliff Street & Boston Avenue, and a portion of lot 10 in Block 16, Creedmoor as described in (Exhibits “F, G and H”) to Betty Jean Myers.
 - c. Vacate and convey by quit-claim deed an eastern portion of Cliff Street and a portion of Boston Avenue, Creedmoor, as described in (Exhibits “J, and K”) to Maurice & Trary LaMee.
4. Katherine Brennand will convey by quit-claim deed lots 13 & 14 in Block 16, Creedmoor to the City as described in (Exhibit “E”). [needs to be done before replatting]
 5. Betty Jean Myers will convey by quit-claim deed the portions of lot 1 & 2, Block 16, Creedmoor, occupied by Maurice & Trary LaMee and as described in (“Exhibit “I”) to Maurice & Trary LaMee. [needs to be done before replatting]
 6. The City will send certified return receipt requested letters to adjacent property owners and put a notice in the local paper announcing a public hearing for the ordinance authorizing the street vacations and property transfers at the Board of Trustees July 2nd, 2013 meeting. The letters and notice will be executed no less than 15 days prior to the meeting.
 7. The Applicants will provide a survey replatting the properties no less than 25 days prior to the July 2nd, 2013 meeting with the Board of Trustees.
 8. The City will prepare a resolution(s) for replatting the properties for the Board of Trustees July 2nd, 2013 meeting.
 9. Once the Ordinance & Resolution are approved, the ordinance and deeds will be signed and recorded and then the resolution and maps (one Mylar and three 24” x 36” paper maps plus one 11” x 17” paper map) will be signed and recorded by the Mineral County Recorder.
 10. All the steps of this agreement are contingent on prior steps being approved by the Board of Trustees.

11. This agreement supersedes all prior negotiations between the Parties concerning matters addressed herein and shall not be modified except in writing executed by each of the Parties.
12. The Applicants agree to reimburse the City for reasonable and incidental costs incurred by the City in connection with the approval of this process.
13. The mutual approval of this plan does not entitle or vest the Applicant with any construction or building rights without prior City approval.

THIS AGREEMENT was approved by the Board of Trustees at it's regularly scheduled meeting on July 2nd, 2013.

Katherine Brennand

By: _____
Katherine Brennand Date

Betty Jean Myers

By: _____
Betty Jean Myers Date

Maurice & Trary LaMee

By: _____
Maurice LaMee Date

By: _____
Trary LaMee Date

CITY OF CREEDE:

By: _____
Eric Grossman, Mayor Date

ATTEST:

By; _____
Randi DePriest, Town Clerk Date

EXHIBIT A

(City alley to Brennand)

A parcel of land being a fraction of the Alley in Block 16, Creedmoor, City of Creede, situated in the S½SE¼ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 118.8 square feet, more or less, being more particularly described by metes and bounds as follows: Commencing at the NW corner of the Brennand Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S¼ corner for said Section 25, a BLM brass cap, bears S69°27'48"W a distance of 1620.01 feet; thence N60°54'51"E a distance of 18.80 feet to the place of beginning; thence N60°54'51"E a distance of 10.35 feet; thence S02°19'09"E, along the East limit of the said alley, a distance of 25.71 feet; thence N26°01'20"W, along the Easterly limit of Cliff Street, a distance of 22.99 feet to the place of beginning, and
SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

EXHIBIT B

(City Cliff St. to Brennand)

A parcel of land being a fraction of Cliff Street, Creedmoor, City of Creede, situated in the S½SE¼ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 1196.7 square feet, more or less, being more particularly described by metes and bounds as follows: Beginning at the NW corner of the Brennand Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S¼ corner for said Section 25, a BLM brass cap, bears S69°27'48"W a distance of 1620.01 feet; thence N60°54'51"E a distance of 18.80 feet; thence S26°01'20"E, along the Easterly limit of Cliff Street, a distance of 67.40 feet; thence S60°55'31"W a distance of 16.76 feet to a pin and alum. cap, PE-LS 2281; thence N27°45'24"W a distance of 67.32 feet to the place of beginning, and
SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

EXHIBIT C

(City Second St. to Brennand)

A parcel of land being a fraction of Second Street, Creedmoor, City of Creede, situated in the S½SE¼ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 1325.0 square feet, more or less, being more particularly described by metes and bounds as follows: Commencing at the NW corner of the Brennand Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S¼ corner for said Section 25, a BLM brass cap, bears S69°27'48"W a distance of 1620.01 feet; thence N60°54'51"E a distance of 18.80 feet; thence S26°01'20"E, along the Easterly limit of Cliff Street a distance of 29.75 feet to the place of beginning, identical to the intersection of the Easterly limit of Cliff Street with the North limit of Second Street; thence N89°14'51"E, along the North limit of Second Street, a distance of 68.49 feet; thence S27°45'06"E a distance of 5.11 feet; thence S60°55'31"W a distance of 62.18 feet; thence N26°01'20"W, along the Easterly limit of Cliff Street, a distance of 37.65 feet to the place of beginning, and
SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

EXHIBIT D

(City lots 8, 9, 10 to Brennand)

[still need to get description from Bill for this]

EXHIBIT E

(Brennand lots 13 & 14 to City)

Lots 13, and 14 in Block 16, Creedmoor, City of Creede, Mineral County, Colorado.
[recommended by Marlin][get the verbiage from Katherine's deed]

EXHIBIT F

(City Cliff St. to Myers)

A parcel of land being a fraction of Cliff Street, Creedmoor, City of Creede, situated in the S½SE¼ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 929.3 square feet, more or less, being more particularly described by metes and bounds as follows: Commencing at the NW corner of the Brennand Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S¼ corner for said Section 25, a BLM brass cap, bears S69°27'48"W a distance of 1620.01 feet; thence S27°45'24"E a distance of 67.32 feet to the place of beginning, a pin and alum. cap, PE-LS 2281; thence N60°55'31"E a distance of 16.76 feet; thence S26°01'20"E, along the Easterly limit of Cliff Street, a distance of 58.59 feet; thence S60°39'41"W a distance of 14.99 feet; thence N27°45'24"W a distance of 58.59 feet to the place of beginning, and
SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

EXHIBIT G

(City Second St. to Myers)

A parcel of land being a fraction of Second Street, Creedmoor, City of Creede, situated in the S½SE¼ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 3296.7 square feet, more or less, being more particularly described by metes and bounds as follows: Commencing at the NW corner of the Brennand Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S¼ corner for said Section 25, a BLM brass cap, bears S69°27'48"W a distance of 1620.01 feet; thence N60°54'51"E a distance of 18.80 feet; thence S26°01'20"E, along the Easterly limit of Cliff Street a distance of 67.40 feet to the place of beginning; thence N60°55'31"E a distance of 71.77 feet; thence N89°14'51"E, along the North limit of Second Street, a distance of 12.87 feet; thence S27°45'24"E a distance of 53.39 feet; thence S60°55'31"W a distance of 5.12 feet; thence S89°14'51"W, along the South limit of Second Street, a distance of 88.26 feet; thence N26°01'20"W, along the Easterly limit of Cliff Street, a distance of 17.64 feet to the place of beginning, and
SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

EXHIBIT H

(City Lot 10 to Myers)

A parcel of land being a fraction of Cliff Street, Creedmoor, City of Creede, situated in the S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 35.0 square feet, more or less, being more particularly described by metes and bounds as follows: Commencing at the NW corner of the Brennan Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S $\frac{1}{4}$ corner for said Section 25, a BLM brass cap, bears S69°27'18"W a distance of 1620.01 feet; thence S27°45'24"E a distance of 67.32 feet; thence N60°55'31"E a distance of 88.53 feet to the place of beginning; thence N60°55'31"E a distance of 11.47 feet; thence S27°45'24"E a distance of 6.11 feet; thence S89°14'51"W, along the North limit of Second Street, a distance of 12.87 feet to the place of beginning, and

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

EXHIBIT I

(Myers lot 1 & 2 to LaMee)

[still need to get description from Bill for this]

EXHIBIT J

(City Cliff St. to LaMee)

A parcel of land being a fraction of Cliff Street, Creedmoor, City of Creede, situated in the S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 967.7 square feet, more or less, being more particularly described by metes and bounds as follows: Commencing at the NW corner of the Brennan Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S $\frac{1}{4}$ corner for said Section 25, a BLM brass cap, bears S69°27'48"W a distance of 1620.01 feet; thence S27°45'24"E a distance of 125.91 feet to the place of beginning, whence a pin and red and cap, PLS 23891 bears S60°39'41"W a distance of 5.00 feet; thence N60°39'41"E a distance of 14.99 feet; thence S26°01'20"E, along the Easterly limit of Cliff Street, a distance of 69.59 feet; thence S60°55'31"W a distance of 12.88 feet to a pin and cap, PLS 23891; thence N27°45'21"W a distance of 69.44 feet to the place of beginning, and

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

EXHIBIT K

(City Boston Ave. to LaMee)

A parcel of land being a fraction of Cliff Street, Creedmoor, City of Creede, situated in the S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 25, T.42N., R.1W., N.M.P.M., Mineral County, Colorado, which fraction contains 309.5 square feet, more or less, being more particularly described by metes and bounds as follows: Commencing at the NW corner of the Brennan Tract, identical to the SW corner of the Schaaf Tract, a pin and red plastic cap, RLS 5442, whence the S $\frac{1}{4}$ corner for said Section 25, a BLM brass cap, bears S69°27'48"W a distance of 1620.01 feet; thence S27°45'24"E a distance of 195.35 feet to a pin and cap, PLS 23891; thence N60°55'31"E a distance of 75.12 feet to the place of beginning; thence N02°19'09"W, along the West limit of Boston Avenue, a distance of 40.18 feet; thence S27°45'24"E a distance of 35.88 feet to a pin and cap, PLS 23891; thence S60°55'31"W a distance of 17.26 feet to the place of beginning, and SUBJECT TO any existing easements and/or rights of way of whatsoever nature.

Clyde - - maybe take lesson from Maria. After everything is done and recorded, have each private property owner execute a quit claim deed to each other disclaiming any interest in the others replatted property as applicable.

**CITY OF CREEDE, COLORADO
RESOLUTION NO. 2013-19**

**A RESOLUTION DECLARING A LOCAL
DISASTER EMERGENCY**

WHEREAS, pursuant to C.R.S. §24-33.5-709 a local disaster emergency may be declared by the Mayor of the City of Creede and may be extended beyond the seven day limit with the concurrence of the Board of Trustees;

WHEREAS, the Mayor on June 26, 2013 has advised the Board of Trustees of the City of Creede that a local disaster emergency is occurring within the City;

WHEREAS, on June 21, 2013 the Colorado Department of Transportation closed or restricted access to Creede on State Highways 160 and 149 due to the West Fork Complex Fire;

WHEREAS, the economy of the City of Creede is substantially dependent upon a visitor based economy occurring during the summer months, and the West Fork Fire Complex, the negative statewide and national media attention associated with the West Fork Fire Complex and closure of State Highways 160 and 149 have drastically reduced the number of visitors coming to the City of Creede during the most essential time of the year, causing great harm to the economy of the City;

WHEREAS, the Board of Trustees seeks to extend the declaration of a local disaster emergency beyond the seven day timeframe;

WHEREAS, the Board of Trustees finds that Resolution will thereby promote the health, safety and general welfare of the Creede community.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, a Colorado Town that:

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

SECTION 2. The Board of Trustees hereby declares that the entire area of the City of Creede within the City boundaries is under a declaration of local disaster emergency. This Resolution shall be effective immediately upon approval on the date indicated below and shall remain in effect until the West Fork Complex Fire is 100% contained.

SECTION 3. The effect of this declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance to the City of Creede under such plans.

SECTION 4. As required by C.R.S. §24-33.5-709(1), true copies of this Resolution will be promptly filed with the Mineral County Clerk and Recorder and the Colorado Office of Emergency Management and copies will be provided to the media for distribution.

APPROVED AND ADOPTED on July 2, 2013 by the Board of Trustees of the City of Creede, a Colorado Town.

By: _____ Attest: _____
Eric Grossman, Mayor Randi DePriest, City Clerk/Treasurer

Manager's Report

To: Mayor & Board of Trustees
Date: July 2, 2013
From: Clyde Dooley

Water and Wastewater Agreement – FYI

The U. S. Forest Service contacted me last week about needing potable water & provisions for wastewater for the fire fighters and support people. I modified our bulk water agreement to meet their needs and will monitor the use on a weekly basis.

Backup Generator – Discussion

We're gathering information on renting and purchasing a backup generator for the water plant. Initial quotes for a rental are around \$900 a week. It jumps up to around \$1,800 a week if it's used. There is also a \$1,200 delivery and pick-up charge.

The quotes for purchasing a new generator have ranged from \$30,000 to \$78,000. Ron McLaughlin is preparing a memo on his thoughts on this topic and I hope to have it in time for our meeting.

Rio Grande Water Quality Hearing – FYI

Attached is a basic layman's memo about the Rulemaking Hearing held by the Water Quality Commission in Alamosa last month. I'm not sure when they'll make their final decision, but hope they'll allow us another opportunity to explain the financial and economic impact of expiring our Temporary Modifications and changing the aquatic life classifications on segment 7 of Willow Creek.

Surface Transportation Board – FYI

As you remember, Eric Strohmeier and James Riffin were seeking to become rail carriers by proposing to operate coal trains over seven miles of Denver & Rio Grande Railway Historical Foundations rail line. The Surface Transportation Board (STB) dismissed their notice of exemption filing, a short cut type of regulatory process, instead finding that they had to pursue a more formal application. We filed a motion to intervene and that was granted. Eric Strohmeier appealed the STB's dismissal decision with the United States Court of Appeals and opposed our motion to intervene. The court denied his opposition to our participation. Last week the United States Court of Appeals issued an order for the briefing schedule. They are hoping this case can be settled without oral argument, but that's not a guarantee.

Travel Reimbursement Policy – FYI

I'll have the Travel Reimbursement Policy presented last month and discussed at the work session ready for your consideration next month.

Water tank property – FYI

Keith Luttrell is working on the survey to start this process. There are some existing mining claims in the area with one going to patent. He is getting clarification from a title company and we hope to have this ready for our next meeting.

Well Production – FYI

As you can see from the attached spreadsheet our well production is pretty much in line with the season. We’re still almost two million gallons below last years YTD gallons (1,942,200). I’m thinking the reason our April and May production is up is because of the dryer year and people using more water to green things up.

West Third Street Tree – FYI

I’ve not heard anything from Eric Heil or Mike Green’s attorney.

May Finances – FYI

		YTD
General Fund	16,666	44,007
Capital Improvement Fund	4,003	2,681
Conservation Trust Fund	1	839
Virginia Christensen Fund	25	(1,043)
Water & Sewer Fund	<u>9,649</u>	<u>28,880</u>
Net	30,344	75,364

City Sales Tax: is down \$804 for the same period last year and down \$109 compared to last April.

City Funds total \$1,399,259 through the end of May. That’s down \$319,687 for the same period last year and up \$39,676 from last month. [This is the tool I use to keep track of the funds we have in the bank. I use this spreadsheet to not only keep track of our short term financial stability, but also the long term fiscal sustainability. Fiscal sustainability strategies build the capability of a government to consistently meet its financial responsibilities, both in the short term by adjusting spending to revenues and revenues to spending, and in the long term by protecting future capital improvement plans and future generations of fiscal abilities.]

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

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

MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Clyde Dooley
SUBJECT: Water Quality Commission
DATE: June 11, 2013

Ron and I attended the Water Quality Control Commissions Rulemaking Hearing in Alamosa last month.

The purpose of the Water Quality Control Commission's surface water quality standards regulations is to maintain and improve the quality of state surface waters and to protect their beneficial uses. The Commission's annual review of temporary modifications to water quality standards throughout the state ensures that the modifications are indeed temporary and that appropriate justifications are provided for extending and or revising them.

There are current temporary modifications on Willow Creek and of course Creede's wastewater discharges into Willow Creek. One of the proposals the commissioners are contemplating is to allow our temporary modifications to expire and we'd like to keep them.

The current temporary modifications of "existing quality" was proposed and adopted by the Water Quality Commission in 2007. In April 2013 the WQC proposed extending the temporary modifications in the Rio Grande but then proposed that they be allowed to expire. The WQC may grant a temporary modification "where there is significant uncertainty regarding the appropriate long-term underlying standard – i.e. Due to the need for additional information regarding the extent to which existing quality is the result of natural or irreversible human-induced conditions or regarding the level of water quality necessary to protect current and/or future uses – and the adoption of a temporary modification recognizes current conditions while providing an opportunity to resolve the uncertainty". Willow Creek Reclamation Committee has ongoing projects to monitor and reduce pollution in Willow Creek AND the conditions referred to have not changed since 2007.

The evidence presented in the hearing indicated that significant uncertainty continues to exist concerning the water quality standards necessary to protect current uses and the extent to which existing quality is the result of natural or irreversible human induced conditions. Creede's main issue is with the Division's proposal to add the aquatic life classification to Willow Creek which likely will trigger new phosphorous and metal standards.

Our wastewater treatment facility was constructed south of town in 1983 and should have a physical useful life up to 2043. The present poor water quality of Willow Creek (segment 7) is dominated by mine drainage, principally from the Nelson Tunnel and Commodore Waste Rock Pile. Our wastewater treatment lagoons are a relatively minor waste contributor to this Willow Creek segment. So changing the standards for Creede would make no significant improvement to the water quality in Willow Creek. Imposition of proposed ammonia and phosphorous standards would require Creede to construct costly (both Capital and O & M) advanced treatment facilities.

In short, it would be unreasonable for the City of Creede, a relatively minor waste contributor, to incur expensive additional treatment as the result would have no significant effect on the quality of water in Willow Creek. And until the mine drainage problem is resolved, quality related analyses are conjectural or uncertain and revisions to Creede's discharge permit would be a waste of taxpayer's money.

United States Court of Appeals
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 13-1064**September Term, 2012****STB-FD35705****Filed On: April 30, 2013** [1433347]

Eric Strohmeyer,

Petitioner

v.

Surface Transportation Board and United
States of America,

Respondents

James Riffin, et al.,

Intervenors

ORDER

Upon consideration of the motions for leave to intervene filed by:

City of Creede, Colorado, Mineral County, Colorado, Wason Ranch Corporation, Elk
Creek Ranch, 4UR Ranch

James Riffin

San Luis & Rio Grande Railroad,

it is **ORDERED** that the motions be granted.

Circuit Rules 28(d) and 32(a)(2) govern the filing of briefs by intervenors. A schedule for the filing of briefs will be established by future order. That order will automatically provide briefing only for intervenors on the side of respondents. Any intervenor(s) intending to participate in support of petitioner must so notify the court, in writing, within 14 days of the date of this order. Such notification must include a statement of the issues to be raised by the intervenor(s). This notification will allow tailoring of the briefing schedule to provide time for a brief as intervenor on the side of petitioner. Failure to submit notification could result in an intervenor being denied leave to file a brief.

Intervenors supporting the same party are reminded that they **must** file a joint

Well Production (gal)

Year	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	Average
Jan.	6,672,300	5,775,800	8,109,100	5,597,300	6,486,100	6,282,900	6,265,700	5,345,100	5,701,433	6,321,400	6,255,713
Feb.	6,291,400	6,160,000	6,989,900	5,413,000	6,436,100	5,655,000	5,784,200	4,580,700	5,239,898	5,191,500	5,774,170
Mar	7,114,300	6,705,900	7,374,100	6,728,900	6,453,900	6,187,800	6,368,000	5,195,400	5,692,500	5,897,400	6,371,820
Apr	7,407,900	6,451,500	7,259,700	6,807,400	6,124,600	6,055,200	7,842,100	5,874,100	5,036,900	5,616,600	6,447,600
May	12,855,800	8,789,900	10,752,400	7,045,200	10,977,700	8,751,800	10,046,400	6,941,200	8,984,500	8,373,200	9,351,810
Jun	12,719,900	11,223,000	13,736,700	10,578,900	13,495,700	11,391,200	11,621,200	9,492,000	10,287,000	11,514,900	11,606,050
Jul	12,295,900	11,557,000	6,444,000	10,354,100	10,187,400	8,291,200	9,325,500	9,872,700	9,109,300	10,528,800	9,796,590
Aug	10,696,200	7,197,600	6,563,400	7,311,700	8,544,900	6,936,900	9,365,200	7,146,100	7,918,000	8,598,900	8,027,890
Sep	8,501,200	6,031,600	3,033,100	6,725,100	7,788,400	5,547,200	5,449,100	5,561,200	7,243,300	6,966,100	6,284,630
Oct	7,796,900	6,748,300	8,573,500	6,442,500	6,417,200	6,125,600	5,224,400	5,686,200	5,579,300	6,145,400	6,473,930
Nov	6,702,100	7,029,500	17,840,400	6,582,200	6,555,300	6,087,600	5,679,700	5,383,900	4,900,900	6,192,200	7,295,380
Dec	7,119,900	6,438,200	8,205,700	6,841,900	6,238,800	6,413,900	5,490,100	5,303,100	5,811,600	6,673,900	6,453,710
Total	106,173,800	90,108,300	104,882,000	86,428,200	95,706,100	83,726,300	88,461,600	76,381,700	81,504,631	88,020,300	90,139,293
Avg.	8,847,817	7,509,025	8,740,167	7,202,350	7,975,508	6,977,192	7,371,800	6,365,142	6,792,053	7,335,025	7,511,608

Year	2006	2007	2008	2009	2010	2011	2012	2013	Average
Jan.	6,873,900	7,584,100	7,256,600	7,455,000	6,479,100	7,294,800	5,764,400	5,712,100	6,958,271
Feb.	6,328,300	7,326,700	5,787,200	7,443,100	6,644,000	6,535,900	5,173,200	5,052,600	6,462,629
Mar	6,056,700	7,062,000	6,611,200	7,030,900	8,421,700	7,942,100	5,888,500	3,202,800	7,001,871
Apr	6,815,600	8,654,500	6,430,700	6,149,700	8,531,800	10,203,700	7,489,100	8,363,300	7,753,586
May	10,636,600	9,312,700	10,133,600	8,187,500	10,015,300	11,719,300	9,258,300	9,300,500	9,894,757
Jun	11,614,700	11,981,800	15,361,100	8,887,000	15,161,800	15,982,700	13,152,000		13,163,014
Jul	9,206,600	12,874,800	12,779,900	11,299,300	12,428,600	10,648,900	8,560,200		11,114,043
Aug	7,941,200	9,623,900	10,530,700	10,569,800	9,499,300	10,288,600	6,968,000		9,345,929
Sep	7,579,000	5,820,300	9,972,300	7,864,900	8,578,200	7,390,200	6,316,800		7,645,957
Oct	7,426,000	5,962,500	7,023,300	8,443,500	6,568,500	5,876,900	5,443,700		6,677,771
Nov	6,897,800	5,437,600	7,030,100	7,896,100	7,107,400	4,832,800	4,326,700		6,218,357
Dec	7,067,700	5,287,600	7,148,000	7,124,500	6,474,200	5,282,700	4,968,800		6,193,357
Total	94,444,100	96,928,500	106,064,700	98,351,300	105,909,900	103,998,600	83,309,700	31,631,300	98,429,543
Avg.	7,870,342	8,077,375	8,838,725	8,195,942	8,825,825	8,666,550	6,942,475	6,326,260	8,202,462

New lines - Oct

City Sales Tax

	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998
Jan.	7,330	8,814	5,450	6,784	6,726	6,822	11,116	7,728	6,598	5,966	5,012	6,699	5,902	5,337	4,920	5,430
Feb	9,102	7,926	8,740	7,028	9,018	9,034	7,682	6,476	7,562	7,598	6,172	4,175	5,068	4,888	2,636	2,563
Mar	6,480	6,868	4,832	4,498	7,700	7,454	4,482	4,836	6,100	5,392	4,086	4,904	6,435	3,814	4,020	3,346
Apr	6,730	6,839	4,314	5,888	7,804	5,158	4,714	6,624	4,748	4,264	4,172	6,688	4,923	64,324	4,834	3,515
May	7,954	6,056	6,314	4,722	4,932	5,886	5,476	4,384	5,826	5,596	4,336	4,898	4,373	3,728	4,298	7,471
Jun		10,718	4,018	4,516	5,108	5,812	4,544	5,648	4,220	4,014	5,562	6,797	7,840		6,007	5,262
Jul		14,456	10,445	9,422	9,608	12,866	9,922	11,178	8,981	8,764	8,658	16,658	17,198		14,872	22,961
Aug		35,718	23,934	22,658	21,708	21,214	19,274	15,146	19,688	18,269	16,868	24,660	28,463		24,924	14,074
Sep		47,628	33,657	37,060	35,686	31,794	32,296	29,228	27,946	30,978	25,758	17,669	18,349		15,815	18,340
Oct		32,142	31,996	24,106	23,400	24,112	23,688	20,936	20,536	19,900	22,072	16,125	16,000	19,436	19,043	15,442
Nov		33,402	25,118	21,926	23,158	19,268	19,916	20,006	17,232	19,340	21,008	6,982	7,898	7,852	6,453	5,798
Dec		10,186	10,028	7,934	6,876	10,360	9,536	6,920	7,928	6,618	6,794	5,013	4,080	4,512	5,117	3,652
	37,596	220,753	168,846	156,542	161,724	159,780	152,646	139,110	137,365	136,699	130,498	121,268	126,529	113,891	112,939	107,854
		30.74%	7.85%	-3.20%	1.22%	4.67%	9.73%	1.27%	0.49%	4.75%	7.61%	-4.16%	11.11%	0.84%	4.71%	10.50%

**City sales tax is up \$804 (37,596 - 36,503) for the same period last year.
and up \$1,898 compared to last April**

2013	
Jan.	7,330
Feb	9,102
Mar	6,480
Apr	6,730
May	7,954
Jun	0.00%
Jul	0.00%
Aug	0.00%
Sep	0.00%
Oct	0.00%
Nov	0.00%
Dec	0.00%
	37,596
	100.00%

2012	
Jan.	8,814
Feb	7,926
Mar	6,868
Apr	6,839
May	6,056
Jun	10,718
Jul	14,456
Aug	35,718
Sep	47,628
Oct	32,142
Nov	33,402
Dec	10,186
	220,753
	100.00%

2011	
Jan.	5,450
Feb	8,740
Mar	4,832
Apr	4,314
May	6,314
Jun	4,018
Jul	10,445
Aug	23,934
Sep	33,657
Oct	31,996
Nov	25,118
Dec	10,028
	168,846
	100.00%

City Funds by account

2013		Acct. No.	1/31/13	2/28/13	3/31/13	4/30/13	5/31/13	6/30/13	7/31/13	8/31/13	9/31/13	10/31/13	11/30/13	12/31/13
1	Colo Trust	548001	203,519	203,544	203,569	203,592	203,612							
2	Conservation Trust	204498	6,506	6,507	7,344	7,345	7,346							
3	Capital Improvement	200263	227,134	222,061	228,585	222,619	224,622							
4	WS Checking	204501	205,357	211,442	186,399	211,458	229,293							
5	WS Savings	360422	23,752	23,752	23,755	23,755	23,755							
6	Deep Creek (Res)	360430	35,665	35,665	35,669	35,669	35,669							
7	Virginia Christensen	254010	243,010	243,065	241,862	241,893	196,918							
8	WS 2% Savings	360449	31,957	31,957	33,226	33,226	33,226							
10	CD 4/5/04	651232	69,518	69,518	69,527	69,544	69,562							
11	Gen. Fund Checking	204188	317,402	347,091	325,124	310,482	375,266							
Total Funds			1,363,820	1,394,602	1,355,060	1,359,583	1,399,259							

**City funds are down \$319,687 (1,718,946 - 1,399,259) for the same period last year
and up \$39,676 (1,399,259 - 1,395,583) from last month**

	Beginning	Ending
2004	446,511	558,464
2005	558,464	656,467
2006	656,467	892,639
2007	892,639	1,008,282
2008	1,008,282	1,023,796
2009	1,023,796	1,277,112
2010	1,277,112	1,497,354
2011	1,497,354	1,680,710
2012	1,680,710	1,368,684
2013	1,368,684	1,399,259
		<u>952,748</u>
	<u>446,511</u>	1,399,259

Up 213%