

CY WARMAN PLAQUE UNVEILING

REGULAR MEETING

I. CALL TO ORDER

II. ROLL CALL

III. REVIEW AGENDA

IV. CONSENT AGENDA

- a. Approve/Disapprove May 6, 2014 Minutes
- b. Review/Consent of previously paid disbursements as listed on the February 2014 Check Detail Report
- c. Approve/Disapprove Checks to be written March 5th, 15th and/or 31st and signed
- d. Approve/Disapprove Private Event Permit - Creede Elks 4th of July Beer Garden
- e. Approve/Disapprove Special Event Permit - Creede Elks 4th of July Beer Garden
- f. Approve/Disapprove Liquor License Renewal - Creede Repertory Theatre (Ruth)
- g. Approve/Disapprove Liquor License Renewal - Creede Repertory Theatre (Mainstage)
- h. Approve/Disapprove Morton Park Annual Lease
- i. Approve/Disapprove Amending E. Grossman Reimbursement from \$358.00 to \$411.20
- j. Approve/Disapprove Adding Future Reimbursement Requests to Consent Agenda
- k. Approve/Disapprove Private Event Permit - Goss Wedding
- l. Approve/Disapprove Parade Permit - Roundup Riders of the Rockies

V. REPORTS & PRESENTATIONS

- a. Public Works Report - Ben Davis (verbal)
 1. Discuss/Approve/Disapprove Basham Park Project
- b. LWCRCo Report - Eric Grossman (verbal)
- c. Mayor's Report - Eric Grossman (verbal)
- d. Brian Hughes - Rock & Ice Climbing Presentation
- e. Written Reports (Recreation & BI) **Read ONLY**

VI. PUBLIC HEARINGS AND RELATED BUSINESS

- a. Approve/Disapprove Application for 3.2% Beer Retail License - Critter Creek Enterprises, LLC d/b/a Kentucky Belle Market
- b. Approve/Disapprove Ordinance 381 Authorizing Transfer of Property
- c. Approve/Disapprove Resolution 2014-08 Replatting Portions of Lots 6 & 7, Block 25

VII. OLD BUSINESS

- a. Approve/Disapprove Extension of Existing Encroachment Agreement-Downstream Gas & Mercantile [Approval recommended by PZ 5/13/14]
- b. Approve/Disapprove Ordinance 382 Approving Lease Agreement with Tomkins Hardware & Lumber [Map recommended by PZ 5/13/14]

VIII. MANAGERS REPORT

IX. ADJOURN

POSTED 5/30/14

OPEN TO THE PUBLIC

**BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
May 6, 2014**

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, 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

Clerk Snead requested that a Transfer of Ownership of Liquor License for Kip's Grill, LLC be added to New Business, item h. Agenda language in New Business was corrected from "Old Firehouse" to "Lots 6 & 7, Block 25, Creedmoor." Trustee Zurn moved and Trustee Wall seconded to approve the agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

CONSENT AGENDA

The consent agenda contained the following items:

- a. Approve/Disapprove April 8, 2014 & April 10, 2014 Minutes
- b. Review/Consent of previously paid disbursements as listed on the April 2014 Check Detail Report
- c. Approve/Disapprove Checks to be written May 8th, 15th and/or 31st and signed
- d. Approve/Disapprove Art Gallery Permit Liquor License Renewal - Rare Things Gallery
- e. Approve/Disapprove Hotel Restaurant Liquor License Renewal - Creede Hotel
- f. Approve/Disapprove Private Event Permit - Chamber of Commerce, 5/24, 5/25, & 6/27/14
- g. Approve/Disapprove Special Event Permits - Chamber of Commerce, 5/24, 5/25, & 6/27/14
- h. Approve/Disapprove Resignation Trustee DeLonga County Board of Health
- i. Approve/Disapprove Appointment Trustee McDonald County Board of Health

A correction was made to the April 10, 2014 minutes. Questions were asked and answered about disbursements to Dana Kepner and Eric Hood. Special Event premises were clarified. Trustee DeLonga resigned from her appointment to the Mineral County Board of Health. Trustee DeLonga moved and Trustee Zurn moved to appoint Trustee McDonald to the County Board of Health. The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Zurn and Trustee Wyley seconded to approve the consent agenda as amended. The vote was unanimous. Mayor Grossman declared the motion carried.

REPORTS AND PRESENTATIONS

PUBLIC WORKS REPORT

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

- Lots of homeowners are returning to the area and requesting water turn-ons.
- The crew had been focusing on the parks by seeding, fertilizing and turning on the irrigation systems.
- The crew will be applying street striping, curb paint, and handicap areas in the next several weeks.
- Trustees asked questions about the status of several park signs, street signs, doggie clean-up kiosks, and information in the mining arena.

-Chamber Director Della Brown commented that she had many visitors extend their thanks this winter for keeping the public restrooms open year round.

LOWER WILLOW CREEK RESTORATION COMPANY REPORT

Mayor Grossman reported that the Company had received its 501(c)3 status after nearly three years of waiting and could now pursue more funding. He also reported that the Company was in need of a large amount of topsoil.

MAYOR GROSSMAN'S REPORT

Mayor Grossman reported on the following items:

- He would like to reexamine recreational marijuana at the upcoming work session.
- He displayed some older maps that illustrated revegetation ideas for upper Willow Creek.
- He announced that the Creede Brewing Co. was legally brewing beer in Denver and is making plans to open a Creede location.
- He reminded everyone of Free Dump Day on May 17th
- He reported a discrepancy in his expense report and asked that the board approve an additional reimbursement. He also requested that expense reports be approved by the trustees rather than the staff. The issue was scheduled for discussion at the upcoming work session.

WRITTEN REPORTS

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

NEW BUSINESS

APPROVE/DISAPPROVE BIERNAT ENCROACHMENT AGREEMENT

The Encroachment Agreement was discussed at length and the term "public road" was changed to "municipal use." Trustee Wall moved and Trustee Zurn seconded to approve the Biernat Encroachment Agreement as amended. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE RESOLUTION 2014-07 REPLAT OF TRACT 16R, BLOCK 39, NORTH CREEDE

Trustee Zurn and Trustee DeLonga seconded to approve Resolution 2014-07 Replat of Tract 16R, Block 39, North Creede as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

DIRECTION/DISCUSSION CY WARMAN PLAQUE PLACEMENT

Several possible locations were discussed for the Cy Warman Plaque. Clerk Snead was directed to find out if the plaque could be stored outdoors and the issue was scheduled for discussion at the upcoming work session..

APPROVE/DISAPPROVE ELECTED OFFICIAL EMAIL POLICY

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

OLD BUSINESS

APPROVE/DISAPPROVE VIRGINIA CHRISTENSEN ADVISORY COMMITTEE 2014 FUNDING RECOMMENDATIONS

The funding recommendations were discussed at length. A work session with the Virginia Christensen Advisory Board was planned for sometime in September before budget season began. Trustee Wall moved and Trustee Wyley seconded to approve the Virginia Christensen Advisory Committee 2014 Funding Recommendations as presented. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE LOTS 6 & 7, BLOCK 25, CREEDMOOR LAND USE REQUEST

Trustee Wall moved and Trustee Zurn seconded to approve Lots 6 & 7, Block 25, Creedmoor Land Use Request. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE PORTIONS OF LOTS 6 & 7, BLOCK 25, CREEDMOOR DUE PROCESS

Trustee Zurn moved and Trustee DeLonga seconded to approve Lots 6 & 7, Block 25, Creedmoor Due Process Request. The vote was unanimous. Mayor Grossman declared the motion carried.

SCHEDULE PORTIONS OF LOTS 6 & 7, BLOCK 25, CREEDMOOR LAND USE REQUEST PUBLIC HEARING JUNE 3RD, 2014

Trustee Zurn moved and Trustee Wall seconded to schedule a public hearing for Lots 6 & 7, Block 25, Creedmoor Land Use Request on June 3rd, 2014. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE/DISCUSS CREATING ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Goals and ideas for the Economic Development Committee were discussed. Trustee Zurn moved and Trustee Wall seconded to create an Economic Development Advisory Committee. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE MAYOR ATTENDANCE CML CONFERENCE JUNE 17-20TH

Trustee Zurn moved and Trustee Wall seconded to approve Mayor Grossman's attendance to the CML Conference June 17th through June 20th. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE NOMINATION LETTER FOR MAYOR TO CML EXECUTIVE BOARD

Trustee Zurn moved and Trustee Wall seconded to approve the Nomination Letter for Mayor Grossman to the CML Executive Board. The vote was unanimous. Mayor Grossman declared the motion carried.

APPROVE/DISAPPROVE/DISCUSS TRANSFER OF OWNERSHIP KIP'S GRILL, LLC

Clerk Snead explained that the board had the option of considering approval of the transfer at this time, scheduling a special meeting to consider approval, or holding a public hearing to consider approval at the June 3, 2014 meeting and advertise accordingly. Questions were asked and answered. Trustee Zurn moved and Trustee Wall seconded to approve the application for Transfer of Hotel Restaurant Liquor License Ownership of Kip J Nagy and Kimberly J Nagy d/b/a Kip's Grill to Kip's Grill LLC d/b/a Kips Grill contingent upon the receipt and outcome of the information provided by Colorado Bureau of Investigations (CBI)-NCIC/CCIC in comparison to the information provided by the applicants' on the Individual History Record (Form 8404-I). The vote was unanimous. Mayor Grossman declared the motion carried. Trustee Zurn moved and Trustee seconded to Clerk Snead to grant a Temporary Permit for Kip's Grill LLC within 30 days of application authorizing transferee to continue selling such alcohol beverages as permitted under the permanent license during the period in which an application to transfer the ownership of the license is pending and waive related fees. 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:

Willow Creek Storage, LLC: Manager Dooley explained a letter received requesting a variance to operate a small saw mill in the Commercial District. He recommended that, since the applicant was not the landowner and was trying to start a small business, the land use application fee be waived. The board discussed changing the structure of the fee schedule to accommodate such requests during budget season. Trustee Zurn moved and Trustee DeLonga seconded to waive the \$500.00 application fee once application for Variance has been received. 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 7:05 p.m. The vote was unanimous. Mayor Grossman declared the motion carried.

Respectfully submitted:

Randi Snead, City Clerk/Treasurer

CITY OF CREEDE; A COLORADO TOWN

Monthly Check Detail

May 2014

Type	Date	Num	Name	Memo	Amount
May 14					
Liability ...	05/02/2014	941...	United States Treasury	84-6000575	-4,435.58
Bill Pmt ...	05/07/2014	7854	CIRSA	#W14179/2013 Payroll Audit	-631.00
Bill Pmt ...	05/07/2014	7855	Creede 4th of July Fireworks Co...	2014 Virginia Christensen Funding	-5,000.00
Bill Pmt ...	05/07/2014	7856	Creede Child Care, Inc. d/b/a C...	2014 Virginia Christensen Funding	-6,100.00
Bill Pmt ...	05/07/2014	7857	Creede Community Center	May Movie Night	-46.00
Bill Pmt ...	05/07/2014	7858	Creede Historical Society	2014 Virginia Christensen Funding	-20,244.59
Bill Pmt ...	05/07/2014	7859	Creede Mining Heritage, Inc.	2014 Virginia Christensen Funding	-2,000.00
Bill Pmt ...	05/07/2014	7860	Creede Repertory Theatre	2014 Virginia Christensen Funding	-8,000.00
Bill Pmt ...	05/07/2014	7861	Kentucky Belle Market	Apr Charges/Acct. #15 & #20-Tax Exempt	-74.71
Bill Pmt ...	05/07/2014	7862	Mineral County Fairgrounds Ass...	2014 Virginia Christensen Funding	-4,485.00
Bill Pmt ...	05/07/2014	7863	Mineral County Public Health	2014 Virginia Christensen Funding	-3,000.00
Bill Pmt ...	05/07/2014	7864	Muleys Disposal Service	March Trash Svcs/Accts 116, 1197, 1198	-330.00
Bill Pmt ...	05/07/2014	7865	Oceans & Rivers, LLC	Apr Gas Charges	-282.52
Bill Pmt ...	05/07/2014	7866	Rocky Mountain Home Health S...	Restroom Supplies	-959.80
Bill Pmt ...	05/07/2014	7867	SLVDRG	2014 Virginia Christensen Funding/Creede Commu...	-3,000.00
Bill Pmt ...	05/07/2014	7868	Valley Imaging Products, LLC	Monthly Service Agreement	-60.00
Bill Pmt ...	05/07/2014	7869	Tomkins Hardware & Lumber	Mar Charges/Acct #580	-548.13
Liability ...	05/14/2014	AF...	AFLAC	BJB74	-179.42
Bill Pmt ...	05/14/2014	7884	B4 Studio, LLC	In1745/Domain Name & Email Setup/Tech & Expe...	-161.99
Bill Pmt ...	05/14/2014	7885	Davis Engineering Service, Inc.	North Creede Surveying	-185.00
Bill Pmt ...	05/14/2014	7886	Mineral County Clerk and Recor...	VOID: Record Replat & Related Docs-16R & Headl...	0.00
Bill Pmt ...	05/14/2014	7887	Monte Vista Cooperative	Propane Charges/Rent/Parts	-849.83
Bill Pmt ...	05/14/2014	7888	Randi Snead	Reimburse Expenses: Postage	-5.60
Bill Pmt ...	05/14/2014	7889	VISA		-261.74
Bill Pmt ...	05/14/2014	7890	CenturyLink	300794269/Apr	-242.20
Paycheck	05/15/2014	7871	Catherine Kim		-153.92
Paycheck	05/15/2014	7874	Elizabeth R Zurn		-153.92
Paycheck	05/15/2014	7876	Eric R Grossman		-218.09
Paycheck	05/15/2014	7877	Heather DeLonga		-153.92
Paycheck	05/15/2014	7878	Mary E. McDonald		-153.92
Paycheck	05/15/2014	7879	Merolyn K Wyley		-153.92
Paycheck	05/15/2014	7881	Robert B Schlough		-1,064.33
Paycheck	05/15/2014	7882	Scott W Leggett		-789.76
Paycheck	05/15/2014	7883	Teresa Wall		-153.92
Paycheck	05/15/2014	7870	Benjamin J Davis		-1,111.10
Paycheck	05/15/2014	7872	Clyde E Dooley		-1,478.40
Paycheck	05/15/2014	7873	Donald L Braley		-495.58
Paycheck	05/15/2014	7875	Eloise T Hooper		-501.58
Paycheck	05/15/2014	7880	Randi L Snead		-1,055.70
Bill Pmt ...	05/20/2014	7891	Mineral County Clerk and Recor...	VOID: Record Replat & Related Docs-16R & Headl...	0.00
Liability ...	05/20/2014	7892	Colorado Department of Revenue	VOID: 07-01555	0.00
Bill Pmt ...	05/20/2014	7893	CIRSA	VOID: 140522/Special Event Insurance/CFD/Reim...	0.00
Bill Pmt ...	05/21/2014	7894	Mineral County Clerk and Recor...	VOID: Record Encroachment Agreement Biernat	0.00
Bill Pmt ...	05/21/2014	7895	Mineral County Clerk and Recor...	Record Replat & Related Docs-16R & Headlee	-120.00
Bill Pmt ...	05/21/2014	7896	CIRSA	140522/Special Event Insurance/CFD/Reimbursed	-133.00
Bill Pmt ...	05/21/2014	7897	Mineral County Clerk and Recor...	Record Encroachment Agreement Biernat	-31.00
Liability ...	05/21/2014	7898	Colorado Department of Revenue	07-01555	-72.70
Bill Pmt ...	05/29/2014	7899	Del-Mont Consultants, Inc.	Road Annexation Plat, 75% Complete	-600.00
Bill Pmt ...	05/29/2014	7900	O & V Printing Inc.	42040/LQ License Poster	-21.00
Bill Pmt ...	05/29/2014	7901	SLVREC	March 15 Charges/Public Works	-1,280.79
Liability ...	05/29/2014	7909	CEBT	City of Creede, 32705SG	-3,040.75
Paycheck	05/30/2014	7902	Benjamin J Davis		-1,147.24
Paycheck	05/30/2014	7904	Donald L Braley		-626.42
Paycheck	05/30/2014	7908	Scott W Leggett		-851.83
Paycheck	05/30/2014	7903	Clyde E Dooley		-1,478.40
Paycheck	05/30/2014	7905	Eloise T Hooper		-501.58
Paycheck	05/30/2014	7906	Randi L Snead		-1,055.70
Paycheck	05/30/2014	7907	Robert B Schlough		-1,064.35
Liability ...	05/30/2014			Adjust for rounding	0.01

May 14

-80,745.92

7889	05/14/2014	VISA			
	04/15/2014		School Arts Monthly Subscription		-29.99
Postage	04/23/2014		Postage CBI Liquor License		-5.60
Rec Supply	04/23/2014		Recreation Supplies-Music Supplies		-61.90
1253	05/05/2014		Postage-Headlee Replat		-5.85
5844	05/05/2014		Postage-LQ License		-5.60
Rec Supplies	05/06/2014		Rec Supplies		-35.11
Rec Supply	05/06/2014		Rec Office Supplies		-117.69
TOTAL					-261.74

Water and Sewer Fund Monthly Check Detail May 2014

Type	Date	Name	Memo	Amount
May 14				
Bill Pmt -Check	05/30/2014	City of Creede	May 2014 Salary Reimburse	-9,531.75
Bill Pmt -Check	05/29/2014	Accutest Mountain States 06...	Sewer Testing	-205.00
Bill Pmt -Check	05/29/2014	Grainger	Lithium Batteries/Standpipe Meter	-31.10
Bill Pmt -Check	05/29/2014	Sangre De Cristo Lab, Inc.	Bac-T Analysis	-25.00
Bill Pmt -Check	05/29/2014	SLVREC	May 15 Electric Charges	-3,182.00
Bill Pmt -Check	05/21/2014	Sangre De Cristo Lab, Inc.		-50.00
Bill Pmt -Check	05/20/2014	Sangre De Cristo Lab, Inc.	VOID:	0.00
Bill Pmt -Check	05/14/2014	DPC Industries, Inc.	DE73000333-14/Chlorine	-36.00
Bill Pmt -Check	05/14/2014	Monte Vista Co-op	Mar Charges/Water Tank	-179.08
Bill Pmt -Check	05/14/2014	Southern Colorado Water Op...	814/May Water Contract	-125.00
Bill Pmt -Check	05/14/2014	VISA		-380.44
Bill Pmt -Check	05/14/2014	CenturyLink	300794269/Apr	-109.94
Bill Pmt -Check	05/07/2014	Dana Kepner Company, Inc.	#1386666/Water Meter Inventory	-5,569.50
Bill Pmt -Check	05/07/2014	Grainger	Hydrant Yard Repair Kit	-28.35
Bill Pmt -Check	05/07/2014	Kentucky Belle Market	Feb Charges/#15 Tax Exempt	-69.88
Bill Pmt -Check	05/07/2014	Sangre De Cristo Lab, Inc.	Return Cooler	-36.00
Bill Pmt -Check	05/07/2014	Tomkins Hardware & Lumber	Apr Charges/Acct 580	-18.46
Bill Pmt -Check	05/07/2014	UNCC	Apr RTL Transmissions (1) I#214041...	-1.53
				-19,579.03

May 14

Bill Pmt -Check	2832	05/14/2014	VISA	6100 · W/S Cash	-380.44
Bill	46290	04/01/2014	Water Testing Postage	6500.32 · Postage	-11.74 11.74
Bill	Posta...	04/23/2014	Water Shipping Postage	6500.32 · Postage	-66.16 66.16
Bill	Posta...	04/23/2014	Wastewater Testing Shipping Postage	6500.32 · Postage	-83.97 83.97
Bill	Posta...	04/23/2014	Water Testing Shipping Postage	6500.32 · Postage	-11.74 11.74
Bill	Adjus...	04/29/2014	Adjust Wastewater Testing Shipping Postage	6500.32 · Postage	-2.83 2.83
Bill	Utility ...	04/30/2014	Utility Billing Postage	6500.32 · Postage	-204.00 204.00
TOTAL					-380.44 380.44

CITY OF CREEDE; A COLORADO TOWN
Unpaid Bills Detail
 As of May 30, 2014

Type	Date	Num	Memo	Due Date	Open Balance
CNA Surety					
Bill	05/29/2014	6111...	Surety Bond 61118004/Randi Snead (De...	06/08/2014	300.00
Total CNA Surety					300.00
Valley Publishing					
Bill	05/22/2014	6187	Legal #6187/PH Firehouse	06/01/2014	16.00
Total Valley Publishing					16.00
VISA					
Bill	05/13/2014	120073	Software/Dooley pdf processor	05/23/2014	115.00
Bill	05/14/2014	2205...	Office Supplies/Paper & Pens For Randi ...	05/24/2014	35.80
Bill	05/14/2014	2307...	Office Supplies/General Fund Checks	05/24/2014	212.55
Bill	05/15/2014		School Arts Monthly Subscription	05/25/2014	29.99
Bill	05/15/2014		Postage-Portions of Lot 6 & 7, Block 25 R...	05/25/2014	25.96
Bill	05/15/2014	CML ...	Grossman-CML Conference-Lodging	05/25/2014	350.58
Bill	05/15/2014	CML ...	Grossman-CML Conference-Registration	05/25/2014	287.00
Bill	05/15/2014	Posta...	Postage-Portions of Lot 6 & 7, Block 25 R...	07/01/2014	25.96
Total VISA					1,082.84
TOTAL					1,398.84

Water and Sewer Fund
Unpaid Bills Detail
As of May 30, 2014

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
VISA						
Bill	05/22/2014	839459	Water Testing Postage	06/01/2014		11.74
Bill	05/29/2014	5918	Wastewater Testing Postage	06/08/2014		83.59
Bill	05/14/2014	577701	Water Testing Postage	07/01/2014		11.74
Total VISA						<u>107.07</u>
TOTAL						<u><u>107.07</u></u>

City of Creede, a Statutory Town
Liquor License Summary

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

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

Applicant: Creede Elks Lodge #506

Current Licensee: Same.

Factual Findings:

- Time, date and type of events to be permitted:
July 4 & 5, 2014, 9-6 PM
Days of '92 Mining Events Beer Garden
- The premise for the event is Basham Park Days of '92 Arena as shown on attached map including vendor area. Alcohol is controlled to the Basham Park Area. Applicant is applying for a concurrent Private Event Permit for permission to use the premises.
- Applicant is a non-profit in good standing with the State of Colorado
- Applicant is eligible to apply for a Special Events Permit.
- The location is eligible to be licensed.
- The Event Manager is Jim VanRy.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.

Recommended Action

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



PRIVATE EVENT PERMIT APPLICATION

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

Name: Jim Van R

Address: 103 S. Main St. Creede, CO 81130

Business/Organization (if applicable): Creede BPOE #506

Phone: 970-902-3068 Email: jmvanry@gmail.com

Description of Event: Two day Beer Garden for the Creede Mining Competition

Date and Times of Set-Up: July 3, 2:00pm

Dates and Times of Event: July 4 9:00am to 2PM July 5 9:00am-2:00pm

Dates and Times of Tear-Down: July 5:00 2pm

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

Estimated Number of People Expected to Attend this Event: 500

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

Applicant signature and date 5-12-2014

City Clerk signature and date 5/12/14

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 5/15/14

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

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

FOR ADMINISTRATIVE USE ONLY
Application Received 5/12/14 Fee 50- Date Paid 5/15/14
License Agreement Attached? Y N X Proof of Insurance Attached? Y N X applied w/ CRSA
Board of Trustees Meeting Date 6/3/14
Approved by Board of Trustees this ___ day of ___, 20__
Attest: ___ City Clerk



Loma Ave

S Main St

GATE

GATE

BEER TRAILER

GATE

Actual Consumption Area



Control-Elks Staff, Fencing, & Gate



Total Special Event Premises

Loma Ave

W 3rd St

rd St

City of Creede, a Statutory Town
Liquor License Summary

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

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Type of Action Requested: Renewal of Arts Liquor License

Applicant: Creede Repertory Theatre (Ruth Humphries Brown License)

Current Licensee: Same.

Factual Findings:

- This entity has had no changes in officers or owners
- The Operating Manager is Catherine Augur (FYI, recently changed from Elizabeth Zurn. Arts Licenses are not required to file a Change Of Manager Request.)
- Business address is lots 25 27 28 Block 24.
- The licensee has possession of the premises by ownership.
- The business is in good standing.
- Character of the applicant is not an issue for this request.
- All applicable fees have been paid.
- The application for renewal was submitted in a timely manner.
- Min. Co. Sherriff's Office has had no issues with this license in the past year.

Recommended Action

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

City of Creede, a Statutory Town
Liquor License Summary

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

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Type of Action Requested: Renewal of Arts Liquor License

Applicant: Creede Repertory Theatre (Mainstage License)

Current Licensee: Same.

Factual Findings:

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

Recommended Action

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

Traveler: ERIC GROSSMAN, Mayor Dept: _____ Date: 4/22/14 Travel Dates: APRIL 15 - 18, 2014

Purpose of Travel: Sen. Udell Mtg. / Forest Products Forum Location/Destination: Creede - Alamosa - Glenwood Springs -
Wildland Fire Conference Alamosa - Creede
 4/15 4/16 4/17 4/18

Date								Totals	Paid by Traveler	Paid by Town
Registration										
Fuel										
Meals **	10.90		27.97	4.55					43.42	
Lodging										
Other:										
P. Vehicle	yes		yes	yes						
Totals:	10.90		27.97	4.55					43.42	

Clyde -
 How about
 308.00 - conf. reimb.
 \$297
 50.00 - conf reimb.
 550.00

Reimbursement	
Less-Advance	
Net	

Check # _____

198
 4/15 4/16 4/17 4/18
 Personal Vehicle

Date									Total
From - To	CRD/AUS/GS	/	GS/CRST	CRST/AUS/CRD					N/A
Miles	310		215	120					645
Rate	0.56	0.56	0.56	0.56	0.56	0.56	0.56	0.56	N/A
Total	(260)		(198)	(118)					

38.87
 - \$358.00 - PS
 ✓ ok by Clyde
 550 x .56 = \$308
 * enter in P Vehicle Total
 pd de # 7848
 4/30/14

Traveler: Attach a copy of all receipts. If you're driving a Town vehicle, attach fuel receipts. If you're driving your own vehicle, attach a mileage report. Employee Meals are reimbursed at a maximum of \$50 per diem. If a travel advance was issued, and the advance exceeds the allowable expenses, your payment to the Town will be requested after reconciliation.

Employee/Traveler: [Signature] Date: 4/22/14
 Town Manager: Clyde Dooley Date: 4/24/14

308.00
 38.87
 346.87
 Clyde
 4/24/14



PRIVATE EVENT PERMIT APPLICATION

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

Name: Mary Goss

Address: 7554 Crystal Lake Court, Littleton, CO 80125

Business/Organization (if applicable):

Phone: 303-971-0333 Email: gossittltn@aol.com

Description of Event: Wedding ceremony for Jordan Long and Cody White

Date and Times of Set-Up: September 6, 2014 (noon? for set up?)

Dates and Times of Event: September 6, 2014 @ 2:30 -3

Dates and Times of Tear-Down: 9/6/14 3:30-4

Location of Event: Park in Creede America - Seime - PS
(attach map if applicable)

Estimated Number of People Expected to Attend this Event: 30-50

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 City Clerk
Date Date

SHERIFF'S DEPARTMENT NOTIFICATION: Sandy Krall 5/30/14
Date

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

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

FOR ADMINISTRATIVE USE ONLY
Application Received 5/6/14 Fee \$50.00 Date Paid
License Agreement Attached? Y N Proof of Insurance Attached? Y N
Board of Trustees Meeting Date 5/30/14
Approved by Board of Trustees this day of , 20
Attest: City Clerk



PARADE PERMIT APPLICATION

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

Name: Roundup Riders of the Rockies

Address: 7931 South Broadway #295, Littleton, CO 80122

Business/Organization (if applicable): Same as above

Phone: 303-798-0630 Email: dancerdpw@aol.com

Parade Date: July 24, 2014 Parade Time (please allow for set-up and take-down): 11:00am-12:00pm

Parade Route Begins: Loma Ave and Main Street

Parade Route Ends: Main Street and 7th. Column will continue on Main to Willow Creek drainage and follow that to the Fairgrounds.

Planned Road Closures: As required by City and/or County Sheriff.

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 150

Responsible Parties for Barricade Set-up & Removal:

Name: Dr. Charles Scoggin Phone: 303-589-5221 Name: Darrel Wentz Phone: 719-337-6853

Name: _____ Phone: _____ Name: _____ Phone: _____

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

Applicant
James P. Wentz 5/30/2014
Date

City Clerk
[Signature] 5/30/14
Date

SHERIFF'S DEPARTMENT NOTIFICATION: _____
Date

FOR ADMINISTRATIVE USE ONLY

Application Received 5/30/14 Fee \$25.00 Date Paid _____

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

Board of Trustees Meeting Date 6/3/14

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

Attest: _____ City Clerk

To the
Town Board of Trustees
June 3, 2014
Eloise Hooper

The last Renaissance Kids went well. Eleven youth made Mother's Day cards and envelopes. They also helped make blueberry-banana smoothies that they all shared.

The last Movie Night had 23 youth. A wedding cake was being prepared in the kitchen at the same time and the bakers gave the left over pieces of cake to the kids who were very appreciative.

I spoke to former county commissioner, Zeke Ward, about how to approach the County on reallocating funds for Recreation. I will follow his directions to see if they will support Rec as they did in the past.

The school's Spring Festival went well. Parents, friends and relatives enjoyed listening to the youth sing, play instruments and act out songs. They also enjoyed looking at art work from students in K- 12 grade. The Creede Arts Council loaned their displays for the elementary student's art work.

I set up the Bouncer for the Taste of Creede. Even though it rained both days and I closed earlier than planned, Rec only made \$10 less than last year. The kids had a great time bouncing. A couple of people commented that they were surprised that I was even putting the Bouncer up after the one flying away in New York. I told them I stake it down really well and if it gets windy, I make the kids get out immediately and can deflate it more than 70% in 30 seconds.

Youth are slowly registering for summer Recreation. Some people have visited the Recreation part of the City's web site. Others have noticed posters of events coming up in the earlier part of June.

Vendors are still signing up for the 4th of July. Three new vendors requested info during the Taste of Creede. Right Now 47 spaces have been reserved. Eight food vendors, twenty-three non-food and craft vendors and three non-profits have all sent in applications.

From: [Ramona Weber](#)
To: [Randi DePriest](#)
Subject: Report
Date: Friday, May 30, 2014 11:06:27 AM

Building Report for June 1, 2014

Several projects still underway and new ones started.

Permit #

13-11 Creede America home in process almost ready for framing and rough inspection
13-14 Garage in final construction phase
13-16 remodel framing inspection done/consultation done on concrete work
13-17 Creede America home framing inspection done
13-18 accessory bldg not inspected yet
13-19 Pavillion initial inspection done will complete final next week
13-20 Home north Creede- foundation inspection complete, framing inspection done
14-01 Remodel in progress
14-02 Fuel station plans approved, consultation on remodel done, foundation inspected for 3 different pours, framing and rough in inspections done. Final Inspection today with CO being issued
14-03 foundation inspected and installed
14-04 initial plan inspection done
14-05 pre pour and foundation inspections done
Any questions please contact me
Ramona Weber

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4592 / Virus Database: 3955/7591 - Release Date: 05/30/14

City of Creede, a Statutory Town
Liquor License Summary

Note: Liquor License forms contain a mixture of confidential and public information. In an effort to protect the confidentiality of items such as social security numbers, driver's license numbers, and dates of birth, liquor application forms are no longer available to the public. This summary is intended to give the Town Board and citizens the public content of the issue at hand.

=====

Type of Action Requested: Consider application for approval of a new Retail Off-Premises 3.2% Beer License to sell 3.2% malt liquor.

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

Application details:

- Business address is 103 West Second Street.
- The Licensed premises are proposed to be the entire current indoor structure at 103 West Second Street with sales occurring in the north west corner of the building and storage occurring in the east non-retail storage area. See attached drawing for details.
- Applicant has current sales tax license and FEIN.
- Applicant is eligible to apply for a liquor license.
- The location is eligible to be licensed.
- The Owners/LLC Members are Ron & Kay Fief.
- Applicant does not hold any other liquor license in Colorado.
- Possession of the property is documented by a Real Estate Deed of Trust.

Factual Findings:

- The application was accepted February 25, 2012.
- Public Notice was posted conspicuously at the premises, published in the Mineral County Miner, and posted in designated areas.
- The applicant must prove needs and desires for a new license request. A petition was submitted to meet this requirement and included 52 residents/business owners in support of granting the license and none against.
- Character of this applicant is not an issue for this hearing should information from the CBI be consistent with submitted Individual History Record.
- Operation of this business is in compliance with local zoning.
- All applicable fees have been paid.

Recommended Action

Consider approval of application from Critter Creek Enterprises, LLC for a new Retail Off-Premises 3.2% Beer License located at 103 West Second Street contingent upon the receipt and outcome of the information provided by Colorado Bureau of Investigations (CBI)-NCIC/CCIC in comparison to the information provided by the applicants' on the Individual History Record (Form 8404-I).

3.2 Beer sales

Loading Ramp

100'

40'



3.2 Storage

60'

All security monitored by Cameras

(Parking Lot)

140'

ORDINANCE 381

AUTHORIZING THE BOARD OF TRUSTEES TO TRANSFER PROPERTY IN BLOCK 25, CREEDMOOR

WHEREAS, Colorado Revised Statute §31-15-713(1)(b) authorizes the City of Creede, a Colorado municipality (“City”) to dispose of municipally owned property upon such terms and conditions as the Board of Trustees deems appropriate; and

WHEREAS, pursuant to CRS § 31-15-101(1) (d), a municipality has the power, by adoption of an ordinance, to dispose of property as it deems appropriate; and

WHEREAS, Mammoth Mountain Properties LLC. is the owner of record for the south 21½ feet of Lot 6, and the North 2 feet of Lot 7, Block 25, Creedmoor, City of Creede. The property occupied over the years includes portions of the old railroad right-of-way; and

WHEREAS, Mammoth Mountain Properties LLC. desires to adjust their property boundaries and replat the property they occupied over the years in order to resolve certain encroachments and establish property boundaries which are reasonable and practical for the use of their property; and

WHEREAS, the Board of Trustees has determined that the transfer of the property is in the best interest of the City of Creede and its citizens to promote the health, safety and general welfare of the Creede community.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF CREEDE,
A COLORADO TOWN, THAT:**

SECTION 1: Subject to the terms of this Ordinance, the “City” will Quit Claim any and all legal interest it has in that portion of the former Denver and Rio Grande Western Railroad R.O.W. west of the South 21½ feet of Lot 6, and the North 2 feet of Lot 7, Block 25, Creedmoor to the east edge of the existing concrete gutter pan (**Attached as Exhibit A**) to Mammoth Mountain Properties LLC.

SECTION 2: Subject to the terms of this Ordinance, Mammoth Mountain Properties LLC. will Quit Claim any and all legal interests they may have in the property located west of the east edge of the existing concrete gutter pan located west of the South 21½ feet of Lot 6, and the North 2 feet of Lot 7, Block 25, Creedmoor (**Attached as Exhibit B**) to the City.

SECTION 3: The above exchange of Quit Claim Deeds will be made subject to any and all existing legal easements.

SECTION 4: The Town Board hereby approves the transfer of the property to Mammoth Mountain Properties LLC. subject to all of the above “Sections”.

SECTION 5: This Ordinance shall take effect thirty days after the publication of this Ordinance by title only in accordance with C.R.S. §31-16-105.

PASSED, APPROVED AND ADOPTED ON THE FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE ON June ____, 2014.

City of Creede

Attest:

Eric Grossman,
Mayor

Date

Randi Snead
City Clerk

Date

DRAFT

EXHIBIT A

QUIT CLAIM DEED

(City to Mammoth)

THIS DEED, Made this ____ day of June 2014 between the **City of Creede**, a Colorado Town, (“Grantor”) whose address is P.O. Box 457, Creede, CO 81130 and **Mammoth Mountain Properties LLC**. (“Grantee”) whose address is P.O. Box 749, Creede, CO 81130.

WITNESSETH, that the grantor, for good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, does remise, release, and quitclaim unto the Grantees, its successors and assigns forever, all the right title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Mineral and State of Colorado, described as follows:

That fraction of the former Denver and Rio Grande Western Railroad R.O.W. delineated by the Westerly projections of the North and South lines of that certain parcel of land described in ‘reception No. 60630, being portions of Lots 6 and 7, Block 25, Creedmoor, to the East side of an existing concrete gutter pan, City of Creede, in the Townsite of Amethyst, located in the S½SE¼ Section 25, T.42N., R.1W. (suspended), N.M.P.M., Mineral County, Colorado, which fraction contains 856.8 square feet, more or less, being more particularly described by metes and bounds as follows:

Commencing at the NE corner of the South 21½ feet of said Lot 6, identical to the NE corner of said Reception No. 60630, whence the SE corner of said Section 25 bears S74°26’37”E a distance of 1217.33 feet; thence S89°14’51”W along the North line of the South 21½ feet of said Lot 6, a distance of 44.72 feet to the NW corner of the South 21½ feet of said Lot 6, Block 25, the place of beginning of the tract herein described; thence S06°47’00”E, along the Easterly limit of the said former Denver & Rio Grande Western Railroad R.O.W., identical to the Westerly line of said Reception No. 60630, a distance of 23.62 feet to the SW corner of the North 2 Feet of said Lot 7, identical to the SW corner of said Reception No. 60630, thence S89°14’51”W, along the Westerly projection of the South line of said Reception No. 60630, a distance of 35.05 feet to a point approximately 0.17 feet Easterly of an existing concrete gutter pan, identical to the SW corner of the parcel herein described; thence Northwesterly and approximately 0.17 feet Easterly of said existing concrete gutter pan, for the following two (2) courses: N13°14’10”W 13.28 feet and N14°55’49”W, 10.85 feet to the NW corner of the parcel herein described; thence N89°14’51”E, along the Westerly projection of the North line of the said South 21½ feet of Lot 6, Block 25, a distance of 38.09 feet to the place of beginning, and

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

The above described tract contains 856.8 square feet, more or less.

Resolution No. 2014-08

THE RE-PLAT OF PORTIONS OF LOTS 6 & 7 IN BLOCK 25 CREEDMOOR, CITY OF CREEDE

WHEREAS, the City of Creede is a municipality in the State of Colorado and has the statutory and legal authority to enact, enforce, and amend or suspend, ordinances, resolutions and regulations; and

WHEREAS, all of the Lots in Block 25, Creedmoor were approved to be re-platted by Resolution 07-05 in February of 2007; and

WHEREAS, the City of Creede by Ordinance No. 381 quit-claimed 856.8 square feet to the owner of record for the south 21½ feet of Lot 6, and the North 2 feet of Lot 7, Block 25, Creedmoor, City of Creede.

WHEREAS, the owner of record for the south 21½ feet of Lot 6, and the North 2 feet of Lot 7, Block 25, Creedmoor, City of Creede has surveyed this property for re-platting and desires it to be designated as **Lot 6R**, Block 25, Creedmoor, City of Creede.

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

SECTION 1: The south 21½ feet Lot 6, and the North 2 feet of Lot 7, in Block 25, Creedmoor, City of Creede has been surveyed, monumented, and re-platted and will be recorded as **Lot 6R**, Block 25, Creedmoor, City of Creede.

SECTION 2: The new property description for Lot 6R is: All of that certain parcel of land described at Reception No. 60630, being the South 21½ feet of Lot 6, and the North 2 feet of Lot 7, Block 25, Creedmoor, and that fraction of the former Denver & Rio Grande Western Railroad R.O.W. delineated by the Westerly projections of the North and South lines of the said parcel of land described at Reception No. 60630, to the East side of an existing concrete gutter pan, City of Creede, in the Townsite of Amethyst, located in the S½SE¼ Section 25, T.42N., R.1W. (suspended), N.M.P.M., Mineral County, Colorado, containing 1885.7 square feet, more or less, described to-wit:

Beginning at the SE corner of the North 2 feet of said Lot 7, Block 25, identical to the SE corner of the tract herein described, whence the SE corner of said Section 25 bears S75°30'09"E a distance of 1210.32 feet; thence S89°14'51"W, along the South line of the said North 2 feet of Lot 7, a distance of 42.88 feet to a point on the Easterly limit of the former Denver and Rio Grande Western Railroad R.O.W., identical to the SW corner of said Reception No. 60630; thence continuing S89°14'51"W, along the Westerly projection of the said South line of the North 2 feet of Lot 7, a distance of 35.05 feet to the SW Corner of the tract herein described; thence Northwesterly and approximately 0.17 feet Easterly of an existing concrete gutter pan for the following two (2) courses: N13°14'10"W, 13.28 feet and N14°55'49"W, 10.85 feet, to the NW corner of the tract

herein described; thence N89°14'51"E, along the Westerly projection of the North line of the South 21½ feet of Lot 6 in said Block 25, a distance of 38.09 feet to a point on the Easterly limit of the said former Denver and Rio Grande Western Railroad R.O.W., identical to the NW corner of said Reception No. 60630; thence continuing N89°14'51"E, along the said North line of the South 21½ feet of said Lot 6, a distance of 44.72 feet to the NE corner of said Reception No. 60630, a distance of 23.50 feet to the place of beginning, and

SUBJECT TO any existing easements and/or rights of way of whatsoever nature.
The above described lot contains 1885.7 square feet, more or less.

APPROVED AND ADOPTED by the Board of Trustees this ____ day of June, 2013.

City of Creede

Attest:

Mayor – Eric Grossman Date

City Clerk – Randi Snead Date

EASEMENT AGREEMENT AMENDED AND RESTATED

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 **DOWNSTREAM GAS & MERCANTILE** (the “**Grantee**”). Hereinafter, the Grantor and Grantee are sometimes referred to individually as a “**Party**” or collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Grantor owns La Garita Avenue as platted in the South Creede, subdivision, City of Creede, Colorado (“**Property**”); and

WHEREAS, Grantee owns a business on Lots 28, 29, and 30, Block 22, South Creede, Creede, Colorado and desires to expand the existing encroachment area by fifty-six (56) square feet to a total encroachment of approximately 300 square feet of a commercial building onto the Property; and

WHEREAS, Grantor entered into an easement agreement with Creede Gift and Gas on May 7, 2013. Grantee purchased the property and business from Creede Gift and Gas on January 15, 2014 and assumes responsibility for the easement agreement; 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 7 ft. x 45 ft. east of Lot 30, Block 22, South Creede, protruding into La Garita Avenue, encroached by a commercial structure of the same size or approximately 315 square foot, more or less. 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 **FIFTY-SEVEN DOLLARS AND SEVENTY SEVEN CENTS (\$57.77) 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 12.848 (315 sq ft. x \$4.92 x 29.00% x 12.848 /1,000 = \$5.77 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 May 8th of each year and if payment is not received within 30 calendar days, a penalty of \$10.00 per month will be added. The Grantor will invoice the Grantee for the legal expenses associated with amending this Easement Agreement.

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:
Downstream Gas & Mercantile
Attn: Bradly Fullen
P.O. Box 648
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:
Downstream Gas & Mercantile

Grantor:
CITY OF CREEDE

By: _____
Bradley Fullen, Owner

By: _____
Eric Grossman, Mayor

ATTEST:

By: _____
Randi Snead, City Clerk

ORDINANCE 382

APPROVING LEASE AGREEMENT WITH TOMKINS HARDWARE AND LUMBER

WHEREAS, the Board of Trustees of the City of Creede (“Creede”) are granted the authority by C.R.S. § 31-15-713 to execute a lease of municipal property which is longer than one year; and

WHEREAS, the Board of Trustees finds this Ordinance will thereby promote 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, COUNTY OF MINERAL, STATE OF COLORADO, the following:

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. Lease Approved. The Board of Trustees hereby authorizes the Mayor to execute the Lease Agreement with Tomkins Hardware and Lumber, attached as **Exhibit A**.

Section 3. Correction of Errors. City Staff is authorized to correct any typographical, grammatical, cross-reference, or other errors which may be discovered in any documents associated with this Ordinance and documents approved by this Ordinance provided that such corrections do not change the substantive terms and provisions of such documents.

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 application 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 Town Board 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 paragraph, division, subdivision, section, sub section, 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 Town.

Section 5. Publication. The City Clerk is ordered to publish this Ordinance by posting notice of adoption of this Ordinance on final reading by title in at least three public places within the City including the office of the City Clerk, which notice shall contain a statement that a copy of the ordinance in full is available for public inspection in the office of the City Clerk during normal business hours.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after final passage.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, on this
_____ day of _____, 2014.

BY:

ATTEST:

Eric Grossman,
Mayor

Randi Snead,
City Clerk

DRAFT

Exhibit A

TOMKINS LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is made and entered into on this ____ day of _____, 2014 by and between the City of Creede, a Colorado town (“**Landlord**”) and Tomkins Hardware and Lumber (“**Tenant**”) (individually “**Party**” and collectively “**Parties**”) for a storage area (“**Premises**”) as described in “**Exhibit A**” upon the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Landlord and Tenant, the Parties do hereby agree as follows:

- 1. Premises.** The Landlord hereby leases to Tenant an area of vacant property east of Loma Ave. and west of the Creede Historical Museum of approximately thirty-six (3,600) hundred square feet and described in the attached “Exhibit A”.
- 2. Term.** The term of this Lease shall be for five (5) years, commencing July 1, 2014 through July 1, 2019, unless terminated as hereinafter provided. Extensions of this Lease may only occur through mutual consent of the Parties in writing.
- 3. Lease Payment.** The Tenant shall pay to the Landlord an annual rent in the amount of five hundred (\$500.00) dollars, which annual rental payment shall be due on July 1 of each year commencing on July 1, 2014. If the annual rent payment is not received by August 1 of each year landlord may assess a penalty of \$100.00 per month that the annual rental payment is not paid and may elect to cancel this Lease for default.
- 4. Maintenance Expenses.** Tenant shall be responsible for keeping the Premises clean and further agrees to maintain the property in a manner, to the extent reasonably possible, free from common hazards to occupant
- 5. Permitted Use.** The use of the premises by Tenant shall be restricted to hardware inventory storage and associated activities directly related to the Tompkins Hardware business in the City of Creede. Tenant agrees that such use shall also comply with any City ordinances and regulations. Tenant may request in writing other temporary uses of the Premises which the Landlord may grant or deny at Landlords sole discretion.
- 6. Hazardous Materials.** The Tenant shall not dump or release, or allow or permit the dumping or release of, Hazardous Materials on the Premises. The term “**Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any Federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended

(42 U.S.C. Section 1801, et seq.) the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall be solely liable and responsible for the removal of any Hazardous Materials which are dumped or released on the Premises during the Term of this Lease and shall be liable and responsible for any other restoration of Premises associated with a dump or release or Hazardous Materials.

7. **Return of Premises.** After expiration of the Term, including any extension, or upon default by Tenant and early termination of this Lease, Tenant shall promptly remove all items, materials, equipment and vehicles stored on the Premises and shall promptly restore the Premises to the condition at the commencement of the Lease.

8. **Default.** The failure of Tenant to keep or perform any covenant or warranty, condition or agreement on its part to be kept or performed according to the terms and provisions of this Lease shall, upon the election of the Landlord, constitute a default. Upon an event of default the Tenant shall have 30 days to cure such default after receipt of a written notice from Landlord describing the default (“**Period to Cure**”) and if such default is not cured by the end of the Period to Cure, the Landlord may, at its discretion, terminate this Lease by giving written notice of such action to Tenant, and may exercise all or any remedies available to the Landlord at law or in equity by virtue of such default. Notwithstanding the foregoing, the Landlord may immediately terminate this Lease and Tenant shall not be entitled to a “Period to Cure” if the default is a release of Hazardous Materials in violation of paragraph 6 of this Lease. In addition, upon termination all right and interest of the Tenant to the Premises shall be immediately forfeited to the Landlord without right of reimbursement, compensation or set off. The failure of the Landlord to terminate this Lease upon a default by Tenant shall not in any way constitute a waiver of the Landlord’s right to terminate this Lease for future defaults by Tenant of the same or different type.

9. **Recover of Costs.** The Landlord shall be entitled to recover all costs, including reasonable attorneys’ fees, associated with collecting the annual rent, recovering the Premises upon default or expiration of the Lease term, and for restoration of the Premises, including any removal of Hazardous Materials.

10. **Compliance with Law and Applicable Regulations.** Tenant shall use the Premises in a careful, safe and proper manner and shall not use or permit the Premises to be used for any purposes prohibited by any federal, state, county or municipal law, ordinance, rule, regulation or code applicable to the Premise. Tenant shall not use or permit all or any part of the Premises to be used in any immoral, illegal, lewd, objectionable or offensive manner or for any such purposes. Tenant shall neither do nor permit to be done any act or thing upon the Premises which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or for damage to property by reason of any business or operation carried on at, from or upon the Premises or otherwise.

11. **Premises Owned by the Landlord.** The Premises, and any improvements made thereto by the Landlord during the term of this Lease are and shall at all times remain the sole property of the Landlord, and the Tenant shall have no right, title, or interest therein.

12. Landlord's Right of Entry. Landlord and its agents shall have the right to enter the Premises at all times, after reasonable advance notice to Tenant.

13. Acceptance of Possession. Taking possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises was in good and satisfactory condition when Tenant took possession.

14. Alterations by Tenant. Tenant shall make no alterations, additions or improvements in or to the Premises without Landlord's prior written consent.

15. Insurance Requirements. Tenant agrees to obtain and carry general liability and workers compensation insurance for any of his employees who may access the premises throughout the term of this Lease. Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance protecting against injury, damage or loss occurring on the licensed premises in the minimum amount of \$1,000,000.00 per occurrence. Such policy or policies shall name Landlord as an "additional insured". However, the Tenant's failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of the Tenant to indemnify or hold Landlord harmless in accordance with this Lease.

16. Hold Harmless. The Tenant promises and covenants to hold harmless, defend and indemnify the Landlord, its directors, employees, agents, representatives, successors and assigns, from and against any and all liabilities, claims, penalties or damages of any nature, whether present or future (including without limitation damages for personal injury, disease and death; property damage; administrative or judicial penalties or fines; accountants fees, consultants fees and attorney's fees associated with or necessary for the Landlord's defense of matters arising under this Lease), arising out of, or related directly or indirectly to the use of the Premises by the Tenant.

17. No Other Encumbrances. Tenant covenants and agrees not to encumber the Premises or the interest of Tenant in this Lease without the prior written consent of Landlord.

18. Notice. Any notice, demand, or other communication required or permitted to be given by any provision of this Lease shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, addressed as follows:

To the Landlord: City of Creede
Attn: Town Manager
PO Box 457
Creede, CO 81130
Ph: (719) 658-2246

To Tenant: Tomkins Hardware Inc.
Attn: Nick Lenzini
PO Box 129
Creede, CO 81130
Ph: (719) 658-2240

19. **Assignment.** Tenant shall not in any manner transfer or assign this Lease without the prior written consent of the Landlord and any attempt to do so without the Landlord's prior written consent shall be null and void and confer no rights on third persons.

20. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

21. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree that venue for any dispute regarding this Lease shall be in Mineral County, Colorado.

22. **Headings for Convenience Only.** The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Lease.

23. **Modification.** This Lease and its attached exhibits set forth the entire understanding and agreement between the Parties hereto with respect to the Premises. Except as otherwise provided herein, this Lease may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing and duly authorized and executed by the Parties hereto.

24. **No Partnership.** Despite anything in this Lease to the contrary, each Party is not and shall not in any way or for any purpose become principal or partner of the other Party in the conduct of its business, operations, or otherwise, or a joint venture or member of a joint enterprise with the other Party under this Lease.

LANDLORD:
City of Creede, Colorado

TENANT
Tomkins Hardware and Lumber

Mayor Date
Eric Grossman

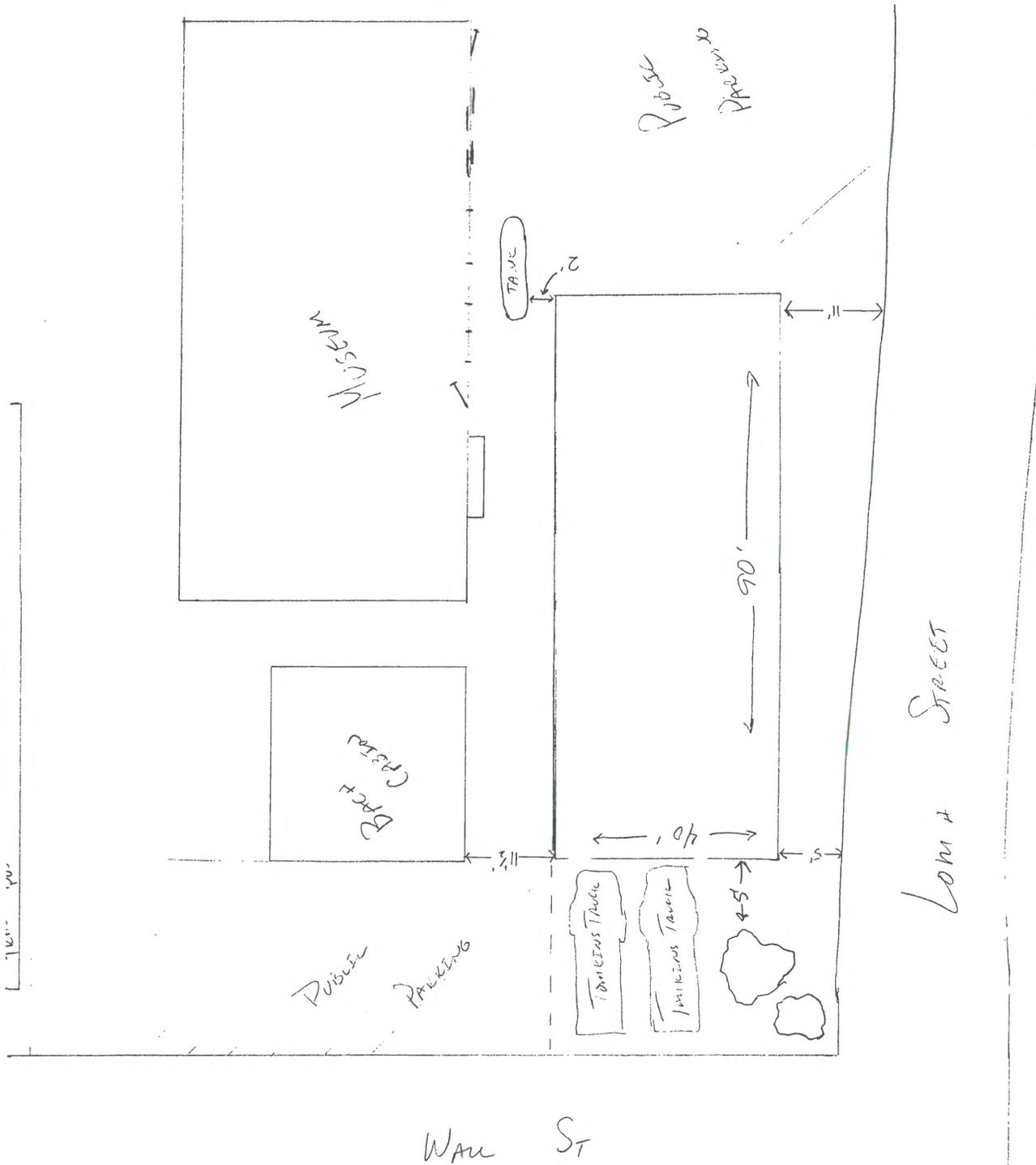
Owner/Manager Date
Nick Lenzini

ATTEST

City Clerk Date
Randi Snead

EXHIBIT A

That certain area within the City of Creede, consisting of approximately 3,600 square feet as described on the diagram.



Manager's Report

To: Mayor and Board of Trustees
Date: June 3, 2014
From: Clyde Dooley

Downstream Gas Encroachment Agreement – Recommendation

Bradley and Dick were in the office last month and would like to balance-off the front of the new gas station with a deck on the east side to match the one on the west side. It won't be difficult to amend the building permit because it's such a small change order if you will, but expanding or intensifying the encroachment will need the Trustee's approval. I discussed this with the Planning Commission last month, but didn't have the new drawing for our record.

I updated the name of the parties involved, revised a couple of the recitals and recalculated the consideration. **The amended agreement and revised map is listed separately on the agenda and I recommend the Trustees approve it.**

Ordinance No. 381 & Resolution 14-08 - Recommendation

This ordinance and resolution will clarify the title to Mammoth Mountain Properties LLS lot in Block 25, Creedmoor as planned in 2007. **These are listed separately on the agenda and I recommend we approve each separately.**

Ordinance No. 382 & Tomkins Hardware Lease – Recommendation

I think we're finally ready to settle this discussion. We received a sketch that works for the hardware, the Historical Society and the Planning Commission. **This is listed separately on the agenda and I recommend the Trustees also approve it.**

Birdsey Property – Work Session Topic

I ran into Shane last week and told him I have a plan, but needed to discuss it with the Trustees first. I think it would be a fair compromise if we waived the land use application fee of \$500.00 and reasonable legal fees, if Shane and Susan Birdsey will provide us with a current replat survey showing what they own and what they've occupied over the years.

If everyone is agreeable, this project would start with a completed application and go to the Planning Commission after a boundary line agreement is in place.

I recommend we take this to our next work session so I can do a better job of explaining the process to the new Trustees.

Simon Property – Update

I met with Caleb on the 15th of last month and he's not interested in the property west of his property. He would prefer the property south of FS 502 that fronts East Willow Creek. This idea was initially dismissed as it seemed to make more sense to offer Caleb the property west of his. There are septic tanks and power poles in this area and really doesn't have anything to offer Caleb.

So it appears the best remedy to help clean this property up and remain consistent with our master plan to clean-up the boundary lines of North Creede. **I met with Keith Luttrell to make sure we're still on the same page and will present the plan to the Planning Commission next week.**

Rio Grande Street/Avenue design – Work Session

Ron McLaughlin is going to be here for our work session on the 17th to go over the designs, answer questions and help us get this project started. I'll invite our planning & zoning commissioners as well.

Flume – Work Session

We should also take advantage of Ron's presence to get his thoughts, ideas and recommendations to get this long past-due project going. The Flume Committee did a great job of getting us a design to test thru the winter and run-off and now we need to choose a design and start looking for money.

New School – Work Session

Lots of talk last week about us supplying the new school with water and no talk this week, so I'm not sure where that discussion is right now. If we are asked there are a lot of questions and details to be worked out before we commit. We will end up treating their wastewater and we'll work with John Parker on that.

If we do find ourselves involved with the water, we should also add this to Ron's topics of discussion at our work session. We should also get E. Heil's thoughts about making such a commitment and at least get him on the phone for discussion if need be.

Franchise Agreement – FYI

Our 1990 franchise agreement with the San Lewis Valley Rural Electric Co-op expires in July of next year. Sometimes agreements like this can take five or six months to work out so I met with Loren Howard last month to see if a similar agreement would work for them again. The only thing he asked us to add to the new agreement is some verbiage concerning their future plans of providing a variety of telecommunication services to the area in addition to simply "electrical service".

I started a draft of an agreement and will forward it to Loren and E. Heil for their opinions, thoughts and recommendations. I hope to have a draft with their remarks ready for our work session in July.

Willow Creek Storage LLC – Update

We found a provision in the 2003 International Building Code that would allow Frank Freer to temporarily use lots 21 – 24 in Block 35, South Creede for his wood storage and small saw mill venture. The temporary permit is good for six months which should allow the business owner, property owner and us to decide the best way to work this request out.

Upper Rio Grande Communications Plan – FYI

Attached is a memo from Robert of the meeting he attended on the 12th of last month. We are doing a much better job of representing the town in different meetings like this and

Roundup Riders of the Rockies – FYI

This event is moving forward after a couple snags with transportation.

CDOT Bridge Project – FYI

CDOT's repair of their bridge on 7th Street is yet to be scheduled. I'll pass along any info when I get it, so we can discuss a detour route and plan around their work.

Biernat – Grant Replat – Update

Al Biernat and Mike Grant are still working on replatting their properties in Block 43, South Creede. Anne Pizel is representing them and at last month’s Planning Commission meeting mentioned they may want to replat into four (4) lots instead of the two (2) originally discussed. I’m just waiting to hear from them.

Creede Mining Heritage, Inc. – Update

Still working with Avery on this and will keep you informed of the progress.

U. S. Forest Service Land Swap – Update

Still pending the Commissioners decision.

April Finances – FYI

		YTD
General Fund	23,603	33,639
Capital Improvement Fund	3,891	10,369
Conservation Trust Fund	1	768
Virginia Christensen Fund	23	(9,865)
Water & Sewer Fund	<u>(8,357)</u>	<u>23,220</u>
Net	19,171	61,131

City Sales Tax: is up \$3,486 for the same period last year, and up \$966 compared to last April.

City Funds total \$1,906,795 through the end of April. That’s up \$547,212 for the same period last year and down \$59,102 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.

OVERVIEW
UPPER RIO GRANDE COMMUNICATIONS PLAN
MAY 12, 2014

The meeting objectives were:

- Understanding the Risk
- All Hazards Preparedness
- Upper Rio Grande 2014 Communications Plan – Information Sharing & Your Role
- Communication Resources Familiarization
- Complete Weather Spotter Course

Speakers of note were Mike McCarty who provided the group with the results of his results of the use of the various types of communication which included DTR (Digital Trunked Radio), VHF (Very High Frequency) radios, cell phones and the areas that each covered in various locations throughout Mineral County.

Steve Belz of Black Creek Hydrology investigated the burn scars and established findings of levels of overland flows and what to expect when a high water event creates those overland flows to increase the risk of any area downstream from those burn scars.

Linda Smith, EPR Coordinator (PIO-Public Information Officer) covered Pre-event messaging and Information Sharing. Discussion of what should be included in any emergency initiated warning messages to property owners and any population within a declared emergency area.

Pam Stewart, SLV Regional Communications Center covered CODE RED/Emergency Notification when an emergency situation has been initiated.

Joe Montano of SLV RETAC-DTR 800 MHz and/or VHF Radio Training and also covered what is needed for which type of communications types, such as antenna and tower requirements.

Thomas Magnuson of National Weather Service Pueblo Office discussed the NWS's responsibility when emergent weather is determined to initiate warnings for flash floods and heavy weather that creates emergency conditions. He also headed the Weather Spotter Training.

A certain amount of discussion and review was at hand regarding tweaking the Upper Rio Grande Communications Plan and the entities that are involved.

The entities involved are:

- Hinsdale County Emergency Management
- Hinsdale County Sheriff's Office
- Mineral County Emergency Management
- Mineral County Sheriff's Office
- Rio Grande County Emergency Management
- Rio Grande County Sheriff's Office
- Rio Grande Watershed Emergency Action Coordination Team
- Colorado Division of Homeland Security & Emergency Management

There were a few other folks involved from up river that were interested in becoming weather spotters and participated in the training provided by Mr. Magnuson of the NWS.

The City of Creede was represented by Mayor Eric Grossman and myself, Mineral County Public Health was represented, the U. S. Forest Service and several other individuals also.

Robert Schlough