

SPECIAL MEETING

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF AGENDA

V. PUBLIC COMMENT

Public comment is intended for members of the public wishing to address the Board of Trustees about matters that are not listed for discussion on the agenda. Comments will be taken under advisement by the Board but no decisions will be made. At its discretion, the Board may elect to place a matter raised under public comment on a future agenda for further discussion and possible action.

VI. PRESENTATIONS

- a. Presentation by Heather Greenwolf on behalf of the Headwaters Alliance regarding current grant activity;
- b. Presentation by Catherine Kim regarding proposed reallocation of GOCO Inspire Grant Funds;

VII. CONSENT AGENDA

VIII. BOARD INFORMATION ITEMS

IX. NEW BUSINESS

- a. Discussion and possible approval of a water supply lease agreement with the Rio Grande Water Conservation District, to commence at the expiration of the current agreement on April 30th, 2020;
- b. Discussion and possible approval of a request by the Creede Early Learning Center for the City of Creede to serve as fiscal sponsor for a DOLA EIAF grant to expand the City-leased facility within which the organization is located;
- c. Discussion regarding possible amendments to budgeted 2019 City of Creede inter-fund transfers;

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- d. Discussion regarding proposed changes to the Virginia Christiansen Fund grant guidelines and application;
- e. Discussion and possible approval of a project budget for a Charge Ahead Colorado grant to install a DCFC electric vehicle charger at the City of Creede Visitor Center;

X. OLD BUSINESS

- a. Discussion regarding proposed Ordinance No. 419 “AN ORDINANCE OF THE CITY OF CREEDE, A COLORADO TOWN, AMENDING THE CITY OF CREEDE MUNICIPAL CODE TO INCLUDE CHAPTER 19 (“BUSINESS AND EVENT PERMITS”), ARTICLE 1 (“SEASONAL OUTDOOR SEATING FOR FOOD SERVICE ESTABLISHMENTS IN THE CENTRAL BUSINESS DISTRICT”);

XI. BOARD REPORTS

XII. EXECUTIVE SESSION

- a. § 24-6-402(4)(b), C.R.S. - “Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions” related to the status of the City’s franchise agreement with MDS;
- b. § 24-6-402(4)(b), C.R.S. - “Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions” related to the renewal of the liquor license for Kip’s Grill, LLC;

XIII. ADJOURN

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WATER SUPPLY LEASE AGREEMENT

This WATER SUPPLY LEASE AGREEMENT (“Agreement”) is entered into this ____ day of March, 2020, between the Rio Grande Water Conservation District (“RGWCD”), for the use and benefit of its Special Improvement Districts, and the City of Creede, a statutory town of the State of Colorado (“Creede”) (together, “the Parties” or individually as “Party”).

RECITALS

A. Creede holds title to 0.5 cfs of the 7.0 cfs originally decreed to the Kanawha Ditch and Pipeline water right and 0.5 cfs decreed to the Cochran-Pioneer water right, both of which were decreed as sources of supply for Creede’s plan for augmentation in Case No. 94CW31, District Court, Water Division No. 3 (“94CW31 Decree”), and as further decreed in Case No. 07CW60, District Court, Water Division No. 3 (“07CW60 Decree”). The 94CW31 Decree and the 07CW60 Decree are referred to collectively herein as the “Augmentation Plan”.

B. As decreed, the Augmentation Plan provides Creede with surplus augmentation water available for Creede to replace increased stream depletions which may occur as Creede grows. At the present time, Creede continues to have surplus augmentation water available under the Augmentation Plan that it may lease to others on a temporary basis (“Excess Augmentation Credits”).

C. Pursuant to the April 24, 2012 Perpetual Water Supply Agreement (“RGS Agreement”) between Creede and Rio Grande Silver, Inc. (“RGS”), recorded at Reception No. 67589 of the Mineral County real property records, Creede has the obligation to make 0.25 cfs of the 0.5 cfs decreed to Creede’s Cochran-Pioneer water right (the “RGS 0.25 cfs”) available for RGS’s use for its mining, milling or restoration operations.

D. Although Creede retains the right to use the RGS 0.25 cfs at times when RGS is not using the RGS 0.25 cfs under the RGS Agreement, because RGS has the senior right to use the RGS 0.25 cfs, the RGS 0.25 cfs may not be available to Creede to generate Excess Augmentation Credits for lease to RGWCD under this Agreement.

E. The RGWCD’s Special Improvement Districts (“SIDs”) either have approved plans of water management or will have such plans in the near future. Such plans either do or will require the remedy of injurious depletions to senior surface water rights due to depletions to stream flow caused by groundwater withdrawals of wells that are within the various plans of water management. The RGWCD seeks surface water supplies to use in the annual replacement plans, as required by the plans of water management, as one available source to remedy injurious depletions. The RGWCD will assign any water under this Agreement to one or more SIDs for their use through other agreements.

F. The RGWCD desires to purchase and Creede desires to lease the Excess Augmentation Credits on the terms set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease Term. The term of this Agreement is from the date of approval of a substitute water supply plan, as described in paragraph 9.1, below, through December 31, 2020 (“Lease Term”).
2. Quantity and Source of Leased Water. Subject to the terms herein, Creede will lease to RGWCD up to thirty (30) acre-feet of Excess Augmentation Credits per month during the Lease Term (“Leased Water”). The Parties acknowledge that there may be less than thirty acre-feet of Excess Augmentation Credits available in any or all months during the Lease Term. The Excess Augmentation Credits may be released and delivered by Creede, in its discretion, from any of the sources available to Creede under the Augmentation Plan. However, during the Lease Term, Creede will not enter into any agreement that assigns, leases, or sells any Excess Augmentation Credits to any person or entity other than the RGWCD.
3. Availability of Leased Water.
 - 3.1 Leased Water Supplied to the RGWCD. On or before the 15th day of each month, Creede will provide Notice to the RGWCD of the quantity and timing of Leased Water expected to be available to the RGWCD under this Agreement in the following month. Creede will supply such accounting and other information as the RGWCD or the Division Engineer for Water Division No. 3 may require to implement this Agreement or for the RGWCD’s or its SIDs’ use of the water supplied under this Agreement.
 - 3.2 Leased Water Limitations. Notwithstanding any other provision in this Agreement, Creede’s obligation to provide Leased Water to the RGWCD is expressly conditioned on the legal and physical availability of Excess Augmentation Credits under Creede’s permits, decrees and water rights and shall be subordinate to Creede’s water needs. Creede expressly disclaims any warranty as to the volume of Leased Water that will be delivered to the RGWCD under this Agreement.
 - 3.3 Force Majeure. Neither Party is liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due solely to conditions or events of force majeure, as that term is defined in this section, provided that: (i) the non-performing Party gives the other Party prompt Notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii)

the non-performing Party proceeds with reasonable diligence to remedy its inability to perform. As used herein, "force majeure" means any delay or failure of performance under this Agreement caused by events beyond a Party's reasonable control and without the fault of the Party including, without limitation: (a) acts of God; (b) action of the elements such as flood, fire, drought or other reduction in water supply legally and physically available to Creede, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. To the extent that a Party's performance is postponed or excused by an event of force majeure, the other Party's corresponding obligation to perform is likewise postponed or excused.

4. Location of Delivery.

- 4.1 Creede shall deliver the Leased Water to the RGWCD in Willow Creek at or near the point on the westerly side of Willow Creek which point is North 40 degrees 20 minutes East, 1,792.2 feet from the south quarter corner of Section 25, T42N, R1W, N.M.P.M., and being within the SE1/4 of Section 25, T42N, R1W, N.M.P.M., Mineral County, Colorado ("Delivery Point").
- 4.2 Once the Leased Water is delivered to the Delivery Point, the RGWCD shall bear all losses, including but not limited to transit losses and/or evaporative losses, associated with the conveyance of the Leased Water from the Delivery Point to the RGWCD's or SIDs' point(s) of use of the Leased Water.

5. Accounting.

- 5.1 Creede shall maintain monthly accounting of all deliveries of Leased Water to the Delivery Point for the RGWCD and shall incorporate that accounting into its accounting under the Augmentation Plan. Upon the RGWCD's request, Creede shall supply such accounting and other information as the RGWCD or the Division Engineer for Water Division No. 3 may require to implement this Agreement for the RGWCD's or SIDs' use of the Leased Water.
- 5.2 The RGWCD shall maintain daily accounting of its diversion and use of the Leased Water and shall provide that accounting to Creede on a monthly basis, within thirty days of the end of the month being accounted for.

6. Price. The RGWCD agrees to pay Creede the price of sixty five dollars (\$65.00) per acre-foot of Leased Water delivered by Creede to the Delivery Point for the RGWCD's or SIDs' use. The RGWCD's payments to Creede pursuant to this paragraph 6 are non-refundable and are not contingent upon whether the Leased Water is actually diverted or used by the RGWCD or its SIDs, so long as Creede delivered the Leased Water to the Delivery Point.
7. Payment. On or before the 15th day of each month, Creede must supply to the RGWCD an accounting of the Leased Water actually delivered to the Delivery Point for the RGWCD during the previous month. The RGWCD will have seven days to provide Notice to Creede that it disputes such accounting. If the RGWCD does not dispute the accounting, payment to Creede is due by the 15th day of the succeeding month. If the RGWCD provides Notice that it disputes the accounting provided, the Parties will attempt to resolve said dispute. If the Parties cannot resolve the dispute, each Party reserves any and all remedies provided by this Agreement or that exist without this Agreement.
8. Failure to Pay. If the RGWCD fails to pay when due the lease payment required herein, then this Agreement may be terminated in full by Creede, and Creede will have no obligation to provide any additional Leased Water.
9. Use of Leased Water.
 - 9.1 Approvals and a SWSP. The use of the Leased Water under this Agreement is expressly conditioned on the RGWCD obtaining the prior written approval of State Water Officials to use the Leased Water on a temporary basis. The RGWCD is responsible for obtaining any approvals necessary for the RGWCD's proposed delivery and use of the Leased Water. The Parties expressly acknowledge that an approved Substitute Water Supply Plan ("SWSP") pursuant to section 37-92-308, C.R.S. may be necessary for the RGWCD or its SIDs to put the Leased Water to the intended use. No such plan or approval sought by the RGWCD or its SIDs for use of the Leased Water may involve a change or review of Creede's water rights or Augmentation Plan in Court.
 - 9.2 Creede's Role. Creede will reasonably cooperate with the RGWCD and supply necessary data and other information as the RGWCD deems necessary to pursue a SWSP. The RGWCD shall provide any SWSP application or notice to Creede for review and comment prior to submittal to State Water Officials. Creede may submit comments to the State Engineer on any such application for a SWSP or a SWSP renewal and may file a statement of opposition or objection to any such water court application or notice at Creede's sole expense.
 - 9.3 Termination to Protect Creede's Water Rights. The RGWCD agrees that it will use its best efforts not to jeopardize Creede's water rights by taking any action that causes or potentially could cause a reopening of any of

Creede's water court decrees including, without limitation, the Augmentation Plan. If a third party seeks review of Creede's water rights or decrees in Water Court in connection with the RGWCD's or the SIDs' use of the Leased Water in a SWSP or other approval from State Water Officials, Creede, in its sole discretion and upon prior notice to the RGWCD, may terminate this Agreement. The RGWCD acknowledges that, following the expiration or termination of this Agreement, Creede has no duties or obligation to lease water for the replacement of depletions, delayed or otherwise, arising from the operation of any such SWSP or other approval from State Water Officials.

- 9.4 Other Permits / Approvals. RGWCD is responsible for obtaining all necessary authorizations, approvals, and/or permits from private or governmental agencies required for the RGWCD, including its SIDs, to use the Leased Water under this Agreement. Upon Creede's request, the RGWCD shall provide copies of any such authorizations, approvals, and/or permits to Creede.
10. Creede's Title. Creede represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Creede further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
11. Title to the Water Rights. Nothing herein grants or may be interpreted to grant any legal or equitable title in or to any of Creede's water rights or Augmentation Plan.
12. Untreated Water. The Leased Water delivered to the RGWCD under this Agreement is derived from untreated water of whatever quality is now or in the future available as Excess Augmentation Credits. Delivery of the Leased Water under this Agreement is on an "as is" basis only. Creede makes no warranty, express or implied, concerning the quality of the Leased Water. Further, Creede expressly disclaims any implied warranties of the Leased Water's merchantability or fitness for a particular purpose.
13. Responsibility for Use and Indemnification. The RGWCD shall bear all responsibility for its use of the Leased Water upon Creede's delivery of the Leased Water under this Agreement, together with all costs associated with that use. To the extent permitted by law, the RGWCD must defend, indemnify, and hold Creede harmless from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising from the RGWCD's use of the Leased Water after Creede's delivery of the Leased Water as provided for in this Agreement. In the event that the RGWCD is obligated to indemnify Creede, it may terminate this Agreement, subject to its obligations to Creede for its prior use of the Leased Water.

14. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this Agreement by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from leasing the Leased Water.
15. Notice. All Notices and other communications that are required or permitted to be given to the Parties under this Agreement are sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier is effective upon such delivery; notice provided through U.S. Mail is effective three days after deposit in the U.S. Mail. The Parties shall give notice to the receiving Party at the following addresses:

To Creede: Town Manager
City of Creede
P.O. Box 457
Creede, CO 81130
Email: manager@creedetownhall.com

To RGWCD: District Manager
Rio Grande Water Conservation District
18805 Independence Way
Alamosa, CO 81101
Email: cleave@rgwcd.org

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

16. Default and Remedies. A default occurs if either Party breaches its obligations under this Agreement and fails to cure such breach within ten days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default will not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, the non-breaching Party also will have the right to seek specific performance and damages, provided however, that such Party first must have given the breaching Party written Notice of such noncompliance and an opportunity to cure pursuant to this paragraph 16. The non-breaching Party will also be entitled to its reasonable attorneys' fees and expenses resulting from successful legal action to obtain legal remedies for a default.
17. No Continuing Duty to Supply Water. Creede has no obligation to supply water to the RGWCD or its SIDs after this Agreement expires or is otherwise terminated.

18. Miscellaneous Provisions.

- 18.1. Governmental Immunity. Nothing in this Agreement waives or may be construed to waive either Party's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.
- 18.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by Creede or the RGWCD to one another with respect to this Agreement.
- 18.3. Survival. Each of the representations and warranties made by Creede and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this Agreement, shall survive the termination.
- 18.4. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
- 18.5. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Creede and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the entire Agreement will terminate.
- 18.6. Waiver. The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 18.7. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit

of the Parties hereto and their respective heirs, successors, and assigns, if any. Creede may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity, except the RGWCD's SIDs, without the prior written consent of Creede, which consent shall not be unreasonably withheld.

- 18.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Mineral County, State of Colorado.
- 18.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 18.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 18.11. Time. Time is of the essence in this Agreement.
- 18.12. Legal Counsel. Each Party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it cannot be construed against any Party on the basis of authorship.
- 18.13. Relationship of Parties. Nothing within this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- 18.14. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated in that Party's signature block below.

CITY OF CREEDE

ATTEST

Mayor, Jeffrey Larson Date

City Clerk, Krisen Buchanan Date

**RIO GRANDE WATER CONSERVATION
DISTRICT**

President, Greg Higel Date

**VIRGINIA CHRISTENSEN TRUST FUND
CRITERIA & GUIDELINES**

~~All applications must be submitted on the attached application form~~ All applicants must submit a completed Virginia Christensen Trust Grant Application form. Eight (8) copies of the application and all supporting data are due to the Town Clerk by 4:00 PM on the deadline date noted below. When you submit your application you will be assigned a specific time to make your presentation before the Advisory Committee. Because of the varying length of time required to obtain all the information the Advisory Committee needs, your presentation could be before or after the scheduled time. Presentations are scheduled in fifteen minute increments. **You are asked to be available at least 45 minutes before your scheduled presentation.**

Spring and Fall Funding Schedules

- ◆ April 26-15 – 4:00 PM – Deadline for submission of applications to Town Clerk
- ◆ ~~TBA April 22~~ – 9:30 AM – Presentations before the Virginia Christensen Advisory Committee
- ◆ ~~TBA April 22~~ – The Advisory Committee will make written recommendations to the Board of Trustees.
- ◆ May 5 – Board of Trustees will make their final decision and funding checks will be issued within ten business days

Applicants must fall within one or more of the following categories:

- ◆ Tax-exempt organizations as recognized by the Internal Revenue Service Tax Code.
- ◆ ~~Not-for-Profit~~ Nonprofit groups recognized as a Charity or Fundraiser by the Colorado Secretary of State.
- ◆ Governments and Special Districts

Applicants will be evaluated and scored based on the following criteria:

- ◆ The project positively affects the Creede & Mineral County Area in one or more of the following ways: Entertainment, Recreation, Community Beautification, Economic Well-Being, Health, Education, Safety, Environment, Historic Preservation, or Art. Please refer to the sample rubric in this packet for more information.
- ◆ The project may be more heavily weighted for funding if the project is particularly strong in one of the following categories: a positive impact to locals, a likelihood of attracting visitors, a promising project requesting seed money, a substantial capital improvement, exemplary project success history, or significant matching funds.

Funding will be considered for any project that aligns with the ~~aforementioned~~ criteria set forth by the Virginia Christensen Advisory Committee and the Board of Trustees.

Funding can be requested in three categories: small, medium, and large grants. Please refer to the Virginia Christensen Trust Fund Grant Category Requirements for specific requirements and instructions for each grant category.

Funding applications will be accepted annually in April or at any time as determined by the Advisory Committee and/or the Board of Trustees.

~~Everyone receiving funds from the Virginia Christensen Trust Fund will be required to submit a follow-up report on the project and the use of the funds at by the next application round.~~ This report will be available to you during the application period and will be due on the same deadline date as the current funding round. If the Advisory Committee deems it necessary, a representative from the organization who received the funding may be required to attend the recommendations meeting to answer questions. If you are not notified to attend, your written report will be sufficient. In cases where project funding is distributed over more than one funding round, a progress report will be required. This follow-up report must support the use of funds as stated in your application, and receipts of expended funds will be required. Any funding not used as outlined in the Trust Fund application or any funds left over at the end of the project must be returned to the Virginia Christensen Fund pool (payable to The City of Creede).

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Please refer to the Virginia Christensen Trust Fund FAQ page for additional information and requirements.

All meetings are open to the public.

VIRGINIA CHRISTENSEN TRUST FUND SUBMISSION FAQ & GUIDELINES

WHO CAN APPLY?

- Tax-exempt organizations as recognized by the Internal Revenue Service Tax Code.
- ~~Not for Profit~~Nonprofit groups recognized as a Charity or Fundraiser by the Colorado Secretary of State.
- Governments and Special Districts

WHAT DO I NEED TO INCLUDE IN MY APPLICATION?

- Your complete application with any attached pages. Please use the fillable pdf or download the word document version available online.
- A copy of your organization's Certificate of Good Standing from the Secretary of State.
- A copy of your organization's Board of Directors or other body of officers.

WHAT DO I NEED TO INCLUDE IN MY FOLLOW UP REPORT?

- Your complete follow up report with any attached pages.
- All expenditure receipts.
- Additional information as required by grant size guidelines.
- Follow-up reports for funding received prior to the Spring 2015 Grant Funding Cycle are not subject to grant size requirements.

HOW DO I SUBMIT MY MATERIALS?

- Please type all application and report materials ~~if at all possible~~. If you do not have enough space on the forms, please attach additional pages.
- Please provide 8 paper copies of your grant application.
- Please provide 8 paper copies and one electronic copy of your grant follow up report. Please DO NOT make copies of receipts/tax information/documentation containing private account information.
- One copy of any additional information (certificate of good standing, board of directors, and expenditure receipts) is required. It would be greatly appreciated if it was provided electronically, but if you are unable to do so, please provide one paper copy to the Town Clerk along with your application.
- To clarify:

ITEM	PAPER?	ELECTRONIC?
Application Forms	Yes, 8 copies	If possible, in addition
List of Officers or Board of Directors	Either, 1 copy	Either, 1 copy
Certificate of Good Standing	Either, 1 copy	Either, 1 copy
Follow-Up Reports	Yes, 8 copies	If possible, in addition
Receipts from previous expenditures	Either, 1 copy	Either, 1 copy

HOW WILL MY APPLICATION BE SCORED?

In the spring of 2015, the Virginia Christensen Advisory Committee and the Board of Trustees implemented a project scoring system using the rubric included with this application package that reflects the values of the ideal projects sought by the Virginia Christensen Grant program. In addition to these scores, the Virginia Christensen Advisory Committee has the authority to weight funding more heavily if a project has particular value in the following areas:

- The project has a significant positive impact on Creede & Mineral County locals.

- The project is very likely to attract visitors to the Creede & Mineral County area.
- The project is in its initial stages and is requesting seed money for the growth of a project in the Creede & Mineral County Area.
- The project is a substantial long-term capital improvement for the Creede & Mineral County area.
- The applicant has an exemplary history of success with past projects.
- The project has received a significant amount of matching funding from other sources.

HOW DO I CALCULATE RETURNS OF UNUSED FUNDS?

- In order to calculate expenditure returns, please follow the formula provided on the follow-up report:

$$\frac{\text{VC FUNDS}}{\text{TOTAL FUNDS}} = \frac{\text{VC FUNDS RETURNED}}{\text{TOTAL UNUSED}}$$

~~For VC Funds, use the amount of the grant received. Multiply the number by the projects total unused funds. Then divide that number by the total budgeted funds. Calculate the total funds from your "total project cost" on your grant application budget. Multiply the amount of grant that was received by the project's total UNUSED funds. Divide that number by the "Total Project Cost" from you application.~~

-For example, if your project budget detail on the application looked like this:

Item	Amount
Total Project Cost	\$15,400
Materials:	\$14,000
Labor:	\$1,000
Other:	\$400
Total Funds from other sources:	\$7000
TOTAL VC FUNDS REQUESTED:	\$8,400

...and you received a grant in the full requested amount (\$8,400), and when the project was finished, it came in under budget at \$14,000, and thus \$1,400 was unused, you would make the following calculation:

$$(\text{VC FUNDS } (\$8,400) \times \text{TOTAL UNUSED } (\$1,400)) \div (\text{TOTAL FUNDS } (\$15,400)) = .736.64 \text{ VC FUNDS RETURNED.}$$

-This formula is used to ensure that unused Virginia Christensen Funds are returned fairly to be used for future projects.

If you have any other questions or would like additional information, please contact the Town Clerk at 658-2276 or by email at clerk@creedetownhall.com.

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**VIRGINIA CHRISTENSEN TRUST FUND
GRANT CATEGORY REQUIREMENTS**

SMALL GRANTS

- **\$1-\$5,000**
- Typically seed money for startup projects, small projects and for cash match for other grants. Applicants are expected to:
 1. Fill out an application, provide a project budget, present to the VC board, and file all required follow-up reports.
 2. Demonstrate in their proposal that their project is applicable according to grant scoring guidelines.
 3. Return any unused funds to the Virginia Christensen Fund upon submission of final report.
 4. Demonstration of a 5% match (in-kind and/or cash) is strongly suggested.

MEDIUM GRANTS

- **\$5,001-\$20,000**
- Typically projects that will make a demonstrable impact on the Creede & Mineral County Community. May include small capital projects, capacity building projects, staffing, fundraising, operating costs, etc... Applicants are expected to:
 1. Fill out an application, provide a project budget, present to the VC board, file all required follow-up reports, provide a project timeline, and demonstrate adherence to the timeline in the follow-up reports.
 2. Demonstrate in their proposal that their project is applicable according to grant scoring guidelines.
 3. Demonstrate 10% match (in-kind and/or cash)
 4. Demonstrate the impact the project had on the community (i.e., sales tax increase during project, event evaluation comments, number of employees retained, number of programs created, photos of art pieces curated, length of road restored, # of plants planted, # of volunteer hours contributed, % of building completed/restored, etc...) and include in the final report.
 5. Return all unused funds to the VC Fund Pool at the expiration of the project timeline. Extensions may be granted to the applicant but must be requested in regular follow-up report deadlines.

LARGE GRANTS

- **\$20,001+**
- Projects in this category will be very competitive, and strictly evaluated. May include building buildings, saving historical places, renovating existing infrastructure, business startup, etc.... Applicants will be expected to:
 1. Fill out an application, provide a project budget, provide and stick to project timeline, present to the VC board, and file all required reports (progress and final).
 2. Demonstrate in their proposal that their project is applicable according to grant scoring guidelines.
 3. Demonstrate 25% match (in-kind and/or cash).
 4. Demonstrate the impact the project had on the community (i.e. sales tax increase during project, event evaluation comments, number of employees retained, number of programs created, photos of art pieces curated, length of road restored, # of plants planted, # of volunteer hours contributed, % of building completed/restored, etc.) and include in the final report.
 5. Return all unused funds to the VC Fund Pool at the expiration of the project timeline. Extensions may be granted to the applicant but must be requested in regular follow-up report deadlines.
 6. Demonstrate how the project outcome will be operated and maintained in the future.

VIRGINIA CHRISTENSEN TRUST FUND GRANT APPLICATION SCORING RUBRIC

APPLICANT: _____ PROJECT: _____ SCORER: _____

Instructions: Indicate in the table below, on a scale of zero to four, with one not impacting at all and four being most impactful, how well the project addresses the values in the first column in the Creede & Mineral County area.

VALUE	4	3	2	1	0	TOTAL	COMMENTS
ENTERTAINMENT							
RECREATION							
COMMUNITY BEAUTIFICATION							
ECONOMIC IMPACT							
HEALTH							
EDUCATION							
SAFETY							
ENVIRONMENT							
HISTORIC PRESERVATION							
ART							
MATCHING FUNDS							
TOTAL							

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ORDINANCE NO. 419

AN ORDINANCE OF THE CITY OF CREEDE, A COLORADO TOWN, AMENDING THE CITY OF CREEDE MUNICIPAL CODE TO INCLUDE CHAPTER 19 (“BUSINESS AND EVENT PERMITS”), ARTICLE 1 (“SEASONAL OUTDOOR SEATING FOR FOOD SERVICE ESTABLISHMENTS IN THE CENTRAL BUSINESS DISTRICT”)

WHEREAS, the City of Creede, Colorado, a Colorado Town (the "Town"), is a statutory municipality organized and operating under the laws of the State of Colorado;

WHEREAS, the Board of Trustees of the Town (the “Board”) is desirous of exploring ways of stimulating creating economic opportunity and activity within the Town; and

WHEREAS, many towns across the State of Colorado and the Country have increased economic activity in their central business districts by allowing food service establishments to utilized outdoor seating in public places under certain conditions; and

WHEREAS, the Board would like to provide food service establishments in the Town’s central business district with an opportunity to expand operation in a space restricted environment by allowing for outdoor seating within the Town’s rights-of-way under certain conditions; and

WHEREAS, the Board is desirous of promoting planned and orderly outdoor seating in public spaces as a means of encouraging pedestrian activity and enhancing the pedestrian experience in the central business district;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO THAT:

Section 1. Creation of Chapter 19 “Business and Event Permits”, Article 1 “Seasonal Outdoor Seating for Food Service Establishments in the Central Business District”. The City of Creede Municipal Code shall be amended with the addition of Chapter 19 “Business and Event Permits”, Article 1 “Seasonal Outdoor Seating for Food Establishments in the Central Business District”, to read in its entirety as:

Chapter 19: BUSINESS AND EVENT PERMITS

Article 1: SEASONAL OUTDOOR SEATING FOR FOOD SERVICE ESTABLISHMENTS IN THE CENTRAL BUSINESS DISTRICT

Sec. 19-1-1. Purpose.

Sec. 19-1-2. Definitions.

Sec. 19-1-3. Permit procedures.

Sec. 19-1-4. Standards.

Sec. 19-1-5. Operating restrictions.

Sec. 19-1-6. Denial, revocation and suspension—Causes enumerated.

Sec. 19-1-7. Same—Hearing demand; review; council powers.

Sec. 19-1-8. Revocation or suspension; notice required; service.

Sec. 19-1-9. Renewal considered as original application.

Sec. 19-1-10. Transferal.

Sec. 19-1-11. Violations.

Sec. 19-1-12. Severability.

Sec. 19-1-1. Purpose.

These seasonal outdoor seating regulations are designed to allow cafes, restaurants, taverns and other food and beverage service establishments to place outdoor seating within public rights-of-way in certain locations and under certain circumstances defined within this section in order to:

1. Provide additional space for cafes, restaurants and taverns to expand their operations;
2. Promote planned and orderly outdoor seating in public spaces as a means of encouraging pedestrian activity and enhancing the pedestrian experience in the downtown;

Sec.19-1-2. Definitions.

Associated Establishment or Associated Business means the business or establishment with which and outdoor seating area is associated as specified in the outdoor seating permit.

Outdoor Seating Permit means a permit issued by the City for an associated establishment or associated business to place outdoor seating within the City's right-of-way, in the form of either a parklet or a sidewalk café, in a manner which conforms to the procedures and regulations of this Chapter.

Parklet means an outdoor seating area operated by a café, restaurant, tavern or other food establishment which sells food or beverages for immediate consumption, located within the adjacent parking zone, that provides seating for patrons of said establishment, and contains readily removable tables, chairs, railings, planters or other temporary amenities as approved by the City pursuant to the provisions of this Chapter.

Sidewalk Cafe means an outdoor dining area operated by a café, restaurant, tavern or other food establishment which sells food or beverages for immediate consumption, located on an adjacent section of public sidewalk, which contains readily removable tables, chairs, railings, planters or other temporary amenities as approved by the City pursuant to the provisions of the Chapter.

Sec.19-1-3. Permit procedures.

1. The City Manager is hereby authorized to issue permits to operate a sidewalk cafe or parklet, collectively referred to hereafter as “outdoor seating”, within City-owned rights-of-way, provided that the applicant has complied with all standards set forth in this Chapter.
2. All applications for outdoor seating shall be reviewed and approved by the City Manager. The City Manager reserves the right to forward an outdoor seating permit application to the Board of Trustees for its review and consideration.
3. All permits shall be issued on a calendar year basis and shall expire on December 31st of the calendar year in which the permit was issued. Unless another time frame is specified in the permit, or by the requirements of this Chapter, the permit shall allow the operation of an outdoor seating from June 1st up to and including October 31st of the calendar year for which the permit is issued.
4. Any person or establishment granted a permit by the City Manager to operate an outdoor seating area shall pay to the City Clerk a fee in the amount established by resolution of the Board of Trustees. The City Manager shall not issue a permit unless the fees required by this section are paid.
5. Each permit application for outdoor seating shall be accompanied by an insurance policy or certificate of insurance, in an amount that shall be \$1,000,000.00 combined single limit for bodily injury and property damage, each occurrence, and \$2,000,000.00 annual aggregate, naming the city as an additional insured party. An insurance company authorized to do business in the State of Colorado shall issue such insurance.
6. The insurance certificate required by this Chapter shall be in effect for any period during which the outdoor seating is in operation. Failure to provide a current insurance certificate shall be cause for denial, suspension, or revocation of an outdoor seating permit. No establishment shall operate a sidewalk cafe or provide outdoor

seating without filing proof of proper insurance. Denied, suspended, or revoked permits may be re-instated upon submittal of proof of proper insurance.

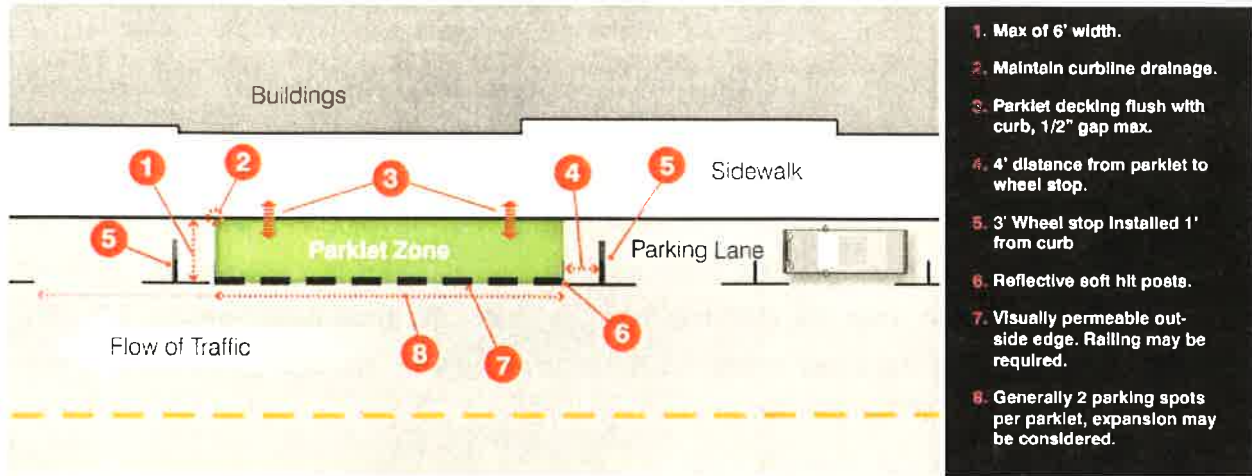
7. An outdoor seating permit application must be submitted to the City Manager for review and approval. No outdoor service of food and/or beverages shall be established on public property, except in conformance with an application reviewed and approved by the City Manager pursuant to the requirements of this Chapter. An outdoor seating permit application must include, but is not limited to including, the following information:
 - a. Name of Applicant;
 - b. Name of Associated Business;
 - c. Address of Associated Business;
 - d. Contact Information of Applicant, Property Owner and Associated Business to include:
 - i. Telephone Numbers;
 - ii. Email Addresses;
 - iii. Physical Addresses;
 - e. Proposed hours of operation within the public right-of-way;
 - f. Copy of certificate of insurance pursuant to the provisions of this Chapter;
 - g. Written authorization from the owner of the property where the applicant is not the owner of the associated property;
 - h. An 11"x17" site plan that shall include, at a minimum, the following information:
 - i. The boundaries of the associated property in its entirety along with adjacent properties;
 - ii. Streets and sidewalks for a distance of at least 25 feet from the boundaries of the associated property at a scale showing detail sufficient for proper review.
 - iii. The location of all temporary structures such as, but not limited to, planters, landscaping, railings, tables, chairs and umbrellas;
 - iv. All points of ingress and egress;
 - v. For proposed parklets, the design of all curb extensions and platforms to accommodate the special design needs of the disabled in accordance with current ADA standards;

8. The City Manager shall distribute copies of all application materials to the Public Works Director and other applicable City staff members and/or consultants for review and comments;
9. Based upon review comments from City staff, the City Manager may approve, approve with conditions, refer the application back to the applicant for modification, deny the application or refer the application to the Board of Trustees. If approved, the City Manager shall issue the outdoor seating permit. If the City Manager denies the application, the reason for this determination shall be stated in a letter to the applicant issued not more than ten (10) business days after the final determination has been made. The applicant may appeal the decision of the City Manager in accordance with Section 15.07 of this Chapter.

Sec.19-1-4. Standards.

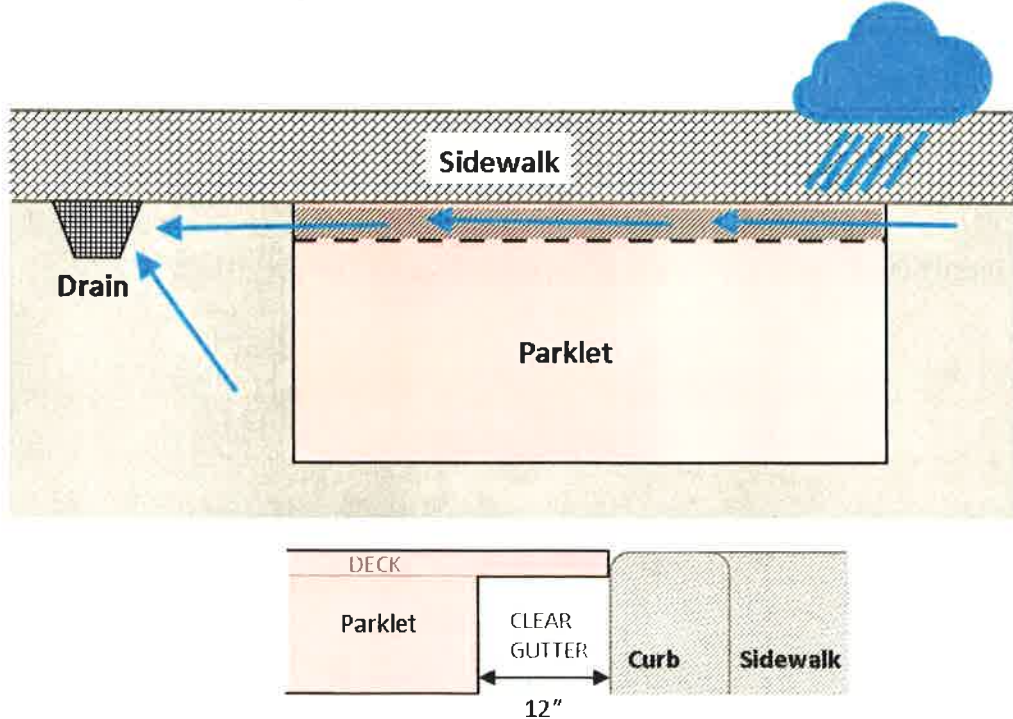
1. There shall be a minimum of 42 inches, exclusive of the area occupied by proposed outdoor seating, designed to allow adequate pedestrian movement. Outdoor seating shall only be permitted only when it is determined that the proposed seating areas will not create a hazard, a sight distance obstruction for motor vehicle operators, nor unduly impede pedestrian traffic. The City Manager shall determine when a hazardous condition exists.
2. Outdoor seating may only be located adjacent to the establishment with which it is associated and may not extend past the associated property frontage. Outdoor seating areas must remain clear of litter, food scraps and soiled dishes at all times.
3. Employees of the associated business shall continuously supervise outdoor dining areas.
4. Parklets shall not extend past the frontage of the associated business and shall not be more than 6' wide x 14' long as shown in Figure 1 below.

Figure 1:
DESIGN AND PLACEMENT GUIDELINES



- 5. Parklets must utilize 3” curb stops on either end to prevent vehicular encroachment for adjacent parking spaces.
- 6. Parklets must utilize removable decking that makes the seating area level with the adjacent curb.
- 7. Parklet platforms must be constructed so as not to impede drainage as shown in Figure 2 below.

Figure 2: Parklet Drainage



8. Parklet boundaries must be delineated with barriers such as planters or a railing to physically separate patrons from pedestrian and vehicular traffic.
9. Furnishings for outdoor seating shall consist solely of readily removable railings, posts, tables, chairs, planters, table umbrellas and associated anchors. Furnishings may only be attached or secured in a manner approved by the City Manager.
10. No structure or enclosure to accommodate the storage of accumulated garbage may be erected or placed adjacent to or near the outdoor seating area. Each establishment shall be responsible for providing appropriate containers for disposing of garbage or waste and employees shall not use city trash containers for disposing of garbage or waste.
11. An outdoor seating area shall not interfere with any public service facility, such as a mailbox, fire hydrant, designated pedestrian crossing or bench located on a sidewalk or public property.
12. Operation of an outdoor seating area shall not adversely impact adjacent or nearby residential, religious, educational, or commercial properties and shall be in accordance with all applicable codes and regulations.
13. Tables, chairs, table umbrellas, railings, planters, and any other objects provided with the sidewalk cafe or outdoor seating shall be of quality design, materials, and workmanship both to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the area. Such equipment shall be routinely cleaned, painted, or replaced and may be inspected by the City Manager.

Sec.19-1-5. Operating restrictions.

1. Outdoor seating areas shall only be permitted in the B-1 zone.
2. All outdoor seating areas shall be allowed to operate during the regular business hours of the associated business.
3. No alcoholic beverages shall be allowed in outdoor seating areas.
4. All food to be served within an outdoor seating shall be prepared within the associated establishment.
5. The outdoor seating permit issued in accordance with this Chapter shall be prominently displayed within the existing establishment along with other required permits and licenses.
6. From November 1st to May 31st, chairs, railings, posts, planters, table umbrellas, and other items shall be removed from the public right-of-way. It shall be the responsibility of the establishment to secure adequate storage of these items.
7. The maintenance of an outdoor seating area shall be the responsibility of the associated establishment including, but not limited to, surface treatment and cleaning,

litter control, sweeping and snow and ice removal. The outdoor seating area shall be kept neat and clean at all times and free from any substance that may cause damage to the sidewalk or public property or cause pedestrian injury.

8. During periods of snow accumulation, the placement of tables, chairs, table umbrellas, railings, posts, planters, and other equipment associated with the operation of an outdoor seating shall be removed all activities shall cease.
9. The operation of an outdoor seating area shall not interfere with the set up or the operation of any special event. When there is a conflict, the outdoor seating area must be removed in its entirety for the duration of said conflict. Conflicts shall be determined by and in the sole discretion of the City Manager.
10. All tables, chairs, table umbrellas, railings, posts, planters, and other equipment associated with the operation of an outdoor seating area shall be removed and stored inside of the associated establishment each night.

Sec.19-1-6. Denial, revocation and suspension—Causes enumerated.

1. The issuance of an outdoor seating permit may be denied by the City Manager, and permits issued may be revoked or suspended by the City Manager at any time, for any of the following causes:
 - a. Fraud, misrepresentation or any false statement made in the permit application.
 - b. Conducting a business in an unlawful manner or in such a manner as to constitute a breach of peace or to constitute a menace to the health, moral, safety or welfare of the public.
 - c. Failure or inability of an applicant to meet and satisfy the requirements and provisions of this Chapter and every other ordinance of the city.
 - d. Any violation received during the previous permit period.

Sec.19-1-7. Same—Hearing; demand; review; council powers.

1. Any person whose permit is revoked or suspended, or any person whose application for a permit is denied, shall have the right to a hearing before the Board of Trustees, provided a written request therefore is filed with the City Manager within ten days following the delivery or mailing of the notice of revocation or suspension, or within ten days following the denial of the permit application. No person shall operate any outdoor seating area during any time when the permit therefore has been suspended, revoked, or canceled.

Sec.19-1-8. Revocation or suspension; notice required; service.

1. Written notice of suspension or revocation, stating the causes therefore, shall be delivered to the permittee personally or mailed to the address as shown in the permit application. Upon revocation of a license, all furnishings and fixtures shall be removed from public property within 24 hours.

Sec.19-1-9. Renewal considered as original application.

1. Unless otherwise provided in this article, an application for renewal of an outdoor seating permit shall be considered in the same manner as an original application.

Sec.19-1-10. Transferal.

1. No permit issued under the provisions of this article or any other ordinance of the city shall be transferable.

Sec.19-1-11. Violations.

1. Any person who operates a sidewalk cafe or outdoor seating on public sidewalks or public property, without a permit, or who shall violate any of the provisions of this article shall be subject to penalties as provided in the City of Creede municipal code.

Sec.19-1-12. Severability.

1. If any clause, sentence, paragraph or part of this article shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy and in which such judgment shall have been rendered.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, ON THIS 4th DAY OF FEBRUARY, 2020.

By _____
Mayor

ATTEST:

By _____
City Clerk