

REGULAR 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. APPROVAL OF MINUTES
 - a. April 2nd, 2019 Regular Meeting Minutes;
- VII. CONSENT AGENDA
 - a. Private Event Permit for 'Astronomy Day @ The Park' - Private Event Permit requested by Headwaters Alliance for use of the Ed Hargraves Park on the evening of May 11th to allow for telescopic viewing of the moon and the Pallas asteroid passing overhead, in honor of National Astronomy Day;
 - b. Art Gallery Permit request by Rare Things/Ingenious Enterprises LLC for 2019 event dates;
- VIII. PRESENTATIONS
 - a. Presentation by EPA and CDPHE regarding updates on the Nelson Commodore Tunnel;
 - b. Presentation by Stephen Quiller - Ed Hargraves Park Update;
- IX. BOARD INFORMATION ITEMS
 - a. March 2019 Check Detail Report;
 - b. April 2019 Check Detail Report;
 - c. Staff Report;

X. NEW BUSINESS

- a. Discussion regarding the permanent closing of First Street at the intersection with Main Street;
- b. Discussion and possible action on the removal of a deed restriction placed on the parcels of land described as lots 15A and 15B according to the plat thereof, recorded at 65980 in the office of the Mineral County Clerk and Recorder, restricting ownership of said parcels to local residents;
- c. Discussion and possible action on the adoption of Resolution No. 2019-06, a “Resolution of the Board of Trustees of the City of Creede, Colorado Opposing the Export of Water from the Rio Grande Basin”;
- d. Discussion and possibly action on Resolution No. 2019-07 a “Resolution of the Board of Trustees of the City of Creede, Colorado committing \$15,000 as a local match for a Colorado Water Conservation Board grant of approximately \$40,000 for the purpose of conducting an engineering analysis of the Willow Creek Levee in order to determine whether or not the structure is eligible for certification”;
- e. Discussion and possible approval of a Colorado Water Conservation Board grant award in the amount of approximately \$40,000 for the purpose of conducting an engineering analysis of the Willow Creek Levee in order to determine whether or not the structure is eligible for official levee certification by FEMA and if not, what steps need to be taken in order to make it eligible for official levee certification (**attachment forthcoming**);
- f. Discussion and possible approval of an independent contractor agreement with the Headwaters Alliance for Colorado Water Conservation Board grant management services;
- g. Discussion and possible approval of an independent contractor agreement with Davis Engineering Services, Inc. for engineering work related to a Colorado Water Conservation Board grant in the amount of approximately \$40,000 for the purpose of conducting an engineering analysis of the Willow Creek Levee in order to determine whether or not the structure is eligible for official levee certification by FEMA and if not, what steps need to be taken in order to make it eligible for official levee certification (**attachment forthcoming**);
- h. Discussion regarding Maintenance Assistant / Code Enforcement job description;

XI. OLD BUSINESS

XII. BOARD REPORTS

XIII. 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 CDPHE - mandated sewer replacement project;

XIV. ADJOURN

OPEN TO THE PUBLIC

POSTED 5/2/2019

From: Rare Things <rarethingsgallery@yahoo.com>
Sent: Thursday, May 2, 2019 2:44 PM
To: Randi Snead
Subject: Water table

Dear town board,

In June 2018 as repairs to the flume began, I expressed concern to City Manager Clyde Dooley that blocking the flow of groundwater into the flume might affect the water table around my house and send water into the basement. In July, I asked the engineer and supervisor about the possibility. They went kind of pale and said "You have a basement!? Keep an eye on it."

About a week later, the first part August, as they began plugging weep holes in the pan of the flume and cracks along the edge, the precautionary sump pump in the basement began to cycle. When I mentioned it to the supervisor and engineer, they said "Oh s___t! Let's see if it quits when we unplug things in a couple of days". As they worked on down the flume and re-opened those holes, the sump pump did in fact quit pumping. That was a low-water time of year, and the sump pump has never run during summer or fall. In fact it has not pumped at all in many years.

The original part of the house was built in 1905 and the basement dug out from under it by hand a few years later. It's served as the Courthouse after a town fire in the 1930s, a laundromat, a bakery, and the assay office for Homestake in the 60s and early 70s. It has not had water in it at any time in the 45 years that I have lived there. Pappy Fairchild said it had not had water in it since it was dug, nor has the cellar in Pappy's Place just south of my house. This last week my basement/studio has had as much as 2" of water and the cellar in Pappy's is damper than usual. Run-off season has just begun and I fear the 30+ year old pump will not last. It is pumping every 5 seconds but there is no way to replace it without flooding the basement again.

I have spent days on the phone try to find immediate relief and mitigation solutions to no avail, and my insurance will not cover any of this. While I have theories about how to re-route the water table, I do not want to do anything that might again cause unforeseen consequences for me or anyone else in town downstream. The place to start is probably with the engineers and supervisors of the companies involved in the flume repair and de-watering. They will have hydro maps, impact studies and work logs that can help me figure out what to do next.

Anything the City can do to help with redirecting the ground water that is no longer able to get into the flume would be greatly appreciated.

Thank you- Jenny Inge

Sent from my iPhone

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
April 2nd, 2019

REGULAR MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in regular session in the Creede Town Hall at the hour of 5:30 p.m. There being present at the call of the roll the following persons:

OFFICIALS PRESENT: Lori Dooley, Trustee Wyley, Trustee OConnell, Mayor Larson, Teresa Wall,
Trustee Brink, Trustee Freer

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

Louis Fineberg, Manager
Krisen Buchanan, Clerk/Treasurer
Karen Lintott, Attorney

REVIEW AGENDA

Trustee Wall recommended and it was agreed that items under New Business Items b. through e. were moved to the Consent Agenda. Trustee Dooley requested and it was agreed that we add a “Public Comment” section to the beginning of future Agendas prior to the Consent Agenda and limiting the time per comment to 3-5 minutes. Trustee Wall motioned to approve the Agenda as amended. Trustee Wyley Seconded. Vote was unanimous and Mayor Larson declared the motion carried.

APPROVAL OF MINUTES:

Trustee Dooley moved to approve the March 5th Minutes. Trustee Wall seconded. Vote was unanimous. Mayor Larson declared the motion carried.

PUBLIC COMMENT

Steve Quiller updated the BOT regarding the Ed Hargraves Memorial Park sign. The sign has arrived and is being stored at the Creede School. He will be on the next Agenda to discuss plans for making the structure for the sign as well as discussing a ribbon cutting ceremony and fundraiser. A separate comment was made (Clerk was unable to identify speaker via recording) suggesting that the Elks may be interested in helping with funding.

Damon Gibbons addressed the BOT regarding the recent resignation of Super Intendent Liz Richards on March 12th. He wanted to emphasize her contributions to the city and school district while she was in service. The School Board will begin searching for her replacement and wanted to express gratitude for the community’s trust in the School Board. He stated the districts intent on being more involved in City meetings.

CONSENT AGENDA

The BOT approved Kim Kosciusko to move from alternate to board member and Sharon Brown to serve as an alternate on the Virginia Christensen Advisory Board.

Parade Permits requested by the Chamber of Commerce

- Taste of Creede (May 25th and 26th, 2019 7am-8pm)
- Creede Donkey Dash (June 8th, 2019 7am-8pm)
- Gravity Derby (June 9th, 2019 7am-3pm)

Trustee Brink motioned to approve the Consent Agenda. Trustee Wall seconded. Vote was unanimous. Mayor Larson declared the motion carried.

BOARD INFORMATION ITEMS

- a. January 2019 Check Detail Report; No questions
- b. February 2019 Check Detail Report; No questions



**PRIVATE EVENT PERMIT
APPLICATION**

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

Name: Astronomy Day @ The Park

Address: _____

Business/Organization (if applicable): Headwaters Alliance / Chamber

Phone: 658-1280 Email: _____

Description of Event: Free "open to the public" DARK Sky event to
Celebrate Astronomy day. Telescope viewing @ Ball Park.

Date and Times of Set-Up: 6:00 pm

Dates and Times of Event: May 11th 2019

Dates and Times of Tear-Down: 10:00 pm

Location of Event: Ball Park / Ed Hargraves Park
(attach map if applicable)

Estimated Number of People Expected to Attend this Event: 10-25

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] 4/23/19
Date

City Clerk
[Signature] 4/23/19
Date

SHERIFF'S DEPARTMENT NOTIFICATION: [Signature] 4-25-19
Date

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

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

FOR ADMINISTRATIVE USE ONLY	
Application Received <u>4/23/2019</u>	Fee <u>\$50.00</u> Date Paid <u>4/23/19</u>
License Agreement Attached? Y <input type="checkbox"/> N <input type="checkbox"/>	Proof of Insurance Attached? Y <input type="checkbox"/> N <input type="checkbox"/>
Board of Trustees Meeting Date <u>5/7/2019</u>	
Approved by Board of Trustees this _____ day of _____, 20 _____	
Attest: _____	City Clerk

to the trustees of the city of Creede:

Saturday May 11 is Astronomy Day nationwide. Headwaters Alliance is requesting the use of the ballpark to host a free open-to-the-public Dark Sky event to admire some of the features of our glorious night sky. We want to celebrate Astronomy Day in Creede with an informal telescope viewing session at the Ball Field from 7pm til 10pm. We will have a telescope set up to view craters on the moon. A second telescope can view other objects of interest, such as the asteroid Pallas, the third largest known asteroid.

Around the country, local astronomical societies, planetariums, museums, and observatories will be sponsoring public viewing sessions, presentations, workshops, and other activities to increase public awareness about astronomy and our wonderful universe.

A partial list of events taking place around the country can be found here:

<https://www.astroleague.org/astronomyday/spring>

Jen Crawford - 658-1280

Terry Taddeucci 505 983 5231
terry@kdt.net

Art Gallery Permit Application

2341 Art Gallery Permit \$71.25 New **Renewal**

1. Applicant Name (i.e. ABC Gallery Inc.) State Sales Tax Number of Applicant
 INGENIOUS ENTERPRISES LLC 0071 2848-0000

2. Trade Name of Establishment (DBA)
 RARE THINGS GALLERY

3. Address Phone Number
 110 S. MAIN ST 719.658.2376

City County State ZIP Code
 CREBDE MINERAL CO 81130

4. Mailing Address (Number and Street) City or Town State ZIP Code
 PO Box 371 CREBDE CO 81130

- Attach a copy of a deed or lease in the exact name of the applying entity only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance).
- Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed.

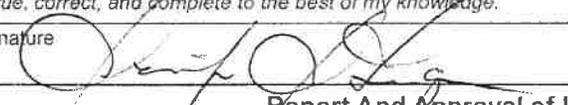
Pursuant to 44-3-424, C.R.S., Applicant hereby states that it qualifies for an Art Gallery Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority and Local Licensing Authority:

_____ That it does not sell alcohol beverages by the drink.
 _____ That it will not serve alcohol beverages for more than 4 hours in any one day, no more than 15 days per year as follows:

Date: May 25, 2019 From: 12 p.m. To: 4 p.m.	Date: May 26, 2019 From: 12 p.m. To: 4 p.m.	Date: June 26, 2019 From: 11 a.m. To: 3 p.m.	Date: June 27, 2019 From: 11 a.m. To: 8 p.m.	Date: June 28, 2019 From: 11 a.m. To: 3 p.m.
Date: June 29, 2019 From: 12 p.m. To: 4 p.m.	Date: Aug. 31, 2019 From: 12 p.m. To: 4 p.m.	Date: Oct. 28, 2019 From: 12 p.m. To: 4 p.m.	Date: Nov. 29, 2019 From: 12 p.m. To: 4 p.m.	Date: Nov. 30, 2019 From: 12 p.m. To: 4 p.m.
Date: Dec. 20, 2019 From: 12 p.m. To: 4 p.m.	Date: Feb. 21, 2019 From: 12 p.m. To: 4 p.m.	Date: Dec 22, 2019 From: 11 a.m. To: 3 p.m.	Date: Feb. 23, 2019 From: 12 p.m. To: 4 p.m.	Date: Feb. 24, 2019 From: 10 a.m. To: 2 p.m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature:  Title: owner Date: 4/16/19

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) Date filed With Local Authority

Signature Title Date

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature Title Date

Do Not Write in this Space - For Department of Revenue use only

Liability Information

County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)
				FROM	TO
Cash Fund 2341-100 (999)	City 2180-100 (999)		County 2190-100 (999)		
				TOTAL	

[View this email in your browser](#)



You have 3 chances to hear the EPA updates about remediation efforts in the Nelson Commodore Tunnel!

Dania Zinner, EPA Remedial Project Manger, and Ross Davis, Colorado Department of Public Health and the Environment, will be presenting updates about the ongoing remediation work in the Nelson Commodore Tunnels three times next week. Current remediation work is focused on stabilizing and rehabilitating Commodore Tunnel Level 5 ([read more about it](#))

at https://response.epa.gov/site/site_profile.aspx?site_id=12623.)

You can catch our EPA and CDPHE friends at the following times and places:

Monday, May 6, 1pm at the Mineral County Board of Commissioners Meeting - at the current home of Mineral County government at the Home Stake Mining office up Bachelor Loop.

Tuesday, May 7, 1:30pm, Open Public Meeting at Creede Town Hall - Come join Headwaters Alliance and Creede's favorite legacy volunteer organization, Willow Creek Reclamation Committee at Creede Town Hall.

Tuesday, May 7, 5:30pm at the City of Creede Board of Trustees regularly scheduled town meeting, at Creede Town Hall.

This is a key issue for our community. All are welcome!

Learn more about the Nelson Commodore Tunnel



The Nelson Tunnel contaminants contain arsenic, cadmium, lead, manganese and zinc. The Commodore Waste Pile and Nelson Tunnel were therefore co-listed as Superfund site in September 2008. From 2008-09, the Commodore Waste Pile underwent removal action that stabilized the pile. However, though the feasibility study was conducted, there has been no further action from the EPA since. The following milestones have not yet been achieved:

- Remedy Selection
- Remedial Action Started
- Remedial Action Completed
- Deletion from the National Priorities List
- Five Year Review
- Site fit for re-use and re-development.

There are many variables that make the Nelson Commodore Tunnel site challenging. There are potentially many ways in which the community of Creede may want to be a part of remedy identification such that the final solution enhances our resident civic life, our ability to connect with the mountains and waterways that we love without wrecking environmental or economic havoc with our community.

Please take the time to learn more about the history of the Nelson Commodore Tunnels, including Willow Creek Reclamation Committee - the fierce and wise group of Creede citizens that made many significant improvements to the Willow Creek watershed over the past 22 years and checking out the EPA's info about the Nelson Commodore Tunnels site. While this may be a wicked problem, all the stakeholders care about Creede, Willow Creek and the Rio Grande.

Learn more here:

EPA - Nelson Commodore Tunnel Remediation Effort -- https://response.epa.gov/site/site_profile.aspx?site_id=12623

And this great story map -- <https://epa.maps.arcgis.com/apps/Cascade/index.html?appid=67a8ebe4888c401e812296334488ad84>

Nelson Commodore Tunnels Superfund Site -- <https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.docdata&id=0802630>

Willow Creek Reclamation Committee -- <http://www.willowcreede.org/nelson-tunnel-commodore.html>

Indeed it's a complex subject, because while we seek to clean up the contamination caused by mining, we are also proud of our mining heritage! Learn more about the history of Creede from our fabulous friends here:

Creede Underground Mining Museum - <https://www.undergroundminingmuseum.com/>

Creede Historical Society and Creede Museum and Library -- <http://creedehistoricalsociety.com/index.html>

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For questions answered by a human, call Heather Greenwolf at 719-588-2417 or executivedirector@headwatersalliance.org

Our address is:

PO Box 518
Creede, CO 81130

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Headwaters Alliance · P.O. Box 518 · 201 North LaGarita Street · Creede, CO 81130 · USA



CITY OF CREEDE; A COLORADO TOWN
Monthly Check Detail
March 2019

11:03 AM
 05/06/19
 Accrual Basis

Type	Date	Num	Name	Memo	Amount
Mar 19					
Liability Check	03/01/2019	941-0419	United States Treasury	84-6000575	-2,653.18
Liability Check	03/01/2019	CCOER...	GWRS (CCOERA)	98721-01/1220	-474.80
Bill Pmt -Check	03/01/2019	11268	CEBT	CEBT INV0028178 2019-03	-5,276.60
Paycheck	03/01/2019	11269	Kelvin Walker		-592.45
Liability Adjust	03/01/2019			Amount Due for 2018 4th Quarter per CO State Treasur...	178.06
Bill Pmt -Check	03/04/2019	11270	Alla Fuels	Feb - 27th 19 Fuel	-425.49
Bill Pmt -Check	03/04/2019	11271	Caterpillar Financial Services Corp.	17581051/Loader Lease Payment	-1,811.60
Bill Pmt -Check	03/04/2019	11272	CDPH&E	VOID: Modification of permit 0040533	0.00
Bill Pmt -Check	03/04/2019	11273	Gobin's Inc.	Feb. Copier Contract	-40.23
Bill Pmt -Check	03/04/2019	11274	Karen E. Lintott, P.C.	Feb, 2019 Legal Services - GF Portion	-2,117.50
Bill Pmt -Check	03/04/2019	11275	Kentucky Belle Market	FEB 2019 Statement	-198.99
Bill Pmt -Check	03/04/2019	11276	Muleys Disposal Service	February 19 Trash	-438.00
Bill Pmt -Check	03/04/2019	11277	Tomkins Hardware & Lumber	Feb. 19 Statement	-305.46
Bill Pmt -Check	03/05/2019	11278	Card Services	VOID: Incorrect Travel Expense	0.00
Bill Pmt -Check	03/05/2019	11279	GreatAmerica Financial Services	003-1298307-000/Copier Lease	-120.18
Bill Pmt -Check	03/06/2019	11280	Alpine Title, Inc.	VOID: Real Estate - Earnest 3.6.19 Payment - Wrong T...	0.00
Bill Pmt -Check	03/06/2019	11281	Alpine Title, Inc.	Real Estate - Earnest 3.6.19 - Payment	-2,000.00
Bill Pmt -Check	03/13/2019	11282	Alamosa State Bank	201 La Garita Appraisal Invoice Date 3/13/2019	-1,950.00
Bill Pmt -Check	03/14/2019	11283	Card Services		-1,755.12
Bill Pmt -Check	03/14/2019	11284	Charles Pilant		-53.36
Bill Pmt -Check	03/14/2019	11285	Kristeen Lopez	Milage Payout for March 19 92 Miles @ .58/Mile	-325.00
Bill Pmt -Check	03/14/2019	11286	Monte Vista Cooperative	Reimburse Broken Back Window	-7,813.16
Paycheck	03/15/2019	11287	Benjamin J Davis	March 19 Propane - Acct 922684	-1,532.92
Paycheck	03/15/2019	11288	Charles A Pilant		-887.60
Paycheck	03/15/2019	11289	Kathryn F Short		-966.73
Paycheck	03/15/2019	11290	Kelvin Walker		-601.99
Paycheck	03/15/2019	11291	Kristeen M Lopez		-1,122.37
Paycheck	03/15/2019	11292	Kristen R Buchanan		-1,224.03
Paycheck	03/15/2019	11293	Louis Fineberg		-2,067.04
Paycheck	03/15/2019	11294	Sarah Efhim		-557.88
Paycheck	03/15/2019	11295	Scott W Leggitt		-1,365.09
Liability Check	03/18/2019	941--051...	United States Treasury	84-6000575	-246.04
Liability Check	03/18/2019	941--051...	United States Treasury	84-6000575	-3,082.98
Liability Check	03/18/2019	CCOER...	GWRS (CCOERA)	98721-01/1220	-553.46
Liability Check	03/18/2019	457-0520	GWRS (CCOERA)	98721-01/1220	-150.40
Liability Check	03/18/2019	UIQ4	Colorado State Treasurer	133001-00-6-000	-178.06
Liability Check	03/20/2019	941-122...	United States Treasury	84-6000575 Tax Period Dec. 31, 2018 Form 941 - Notic...	-205.41
Bill Pmt -Check	03/22/2019	11302	Arp's	Catering BOT Retreat	-250.00
Bill Pmt -Check	03/22/2019	11303	CenturyLink	March 19 Phone	-266.20
Bill Pmt -Check	03/22/2019	11304	Ciello	March Statement Utilities	-295.42
Bill Pmt -Check	03/22/2019	11305	Delta Rigging & Tools	ORDER No. GRA_SO166140 - Alloy Pattern Chain for ...	-361.44
Bill Pmt -Check	03/22/2019	11306	Front Range Winwater Company	INV05616100/05625100 - Stock/4" Maxadaptor	-400.91
Bill Pmt -Check	03/22/2019	11307	Moses, Wittermyer, Harrison & Woodr...	Feb. 19 Professional Legal Services	-306.00
Bill Pmt -Check	03/22/2019	11308	Quill Corporation	INV5549262 - Office Supplies/Paper	-160.40
Bill Pmt -Check	03/22/2019	11309	Randy Riggs Trucking	Dump Truck @ \$80.00/Hour	-1,120.00
Bill Pmt -Check	03/22/2019	11310	SLVREC	SLV REC March 2019 Statement	-2,232.00
Bill Pmt -Check	03/22/2019	11311	Wonderwall Studio	Ed Hargraves Park Sign	-1,502.99

CITY OF CREEDE; A COLORADO TOWN
Monthly Check Detail
 March 2019

11:03 AM
 05/06/19
 Accrual Basis

Type	Date	Num	Name	Memo	Amount
Liability Check	03/25/2019		CEBT	VOID: City of Creede, 32705SG - QB Payroll Miscalcul...	0.00
Paycheck	03/29/2019	11312	Benjamin J Davis		-1,251.77
Paycheck	03/29/2019	11313	Charles A Piant		-876.07
Paycheck	03/29/2019	11314	Kathryn F Short		-966.73
Paycheck	03/29/2019	11315	Kelvin Walker		-506.86
Paycheck	03/29/2019	11316	Kristeen M Lopez		-1,122.38
Paycheck	03/29/2019	11317	Kristen R Buchanan		-1,243.58
Paycheck	03/29/2019	11318	Louis Fineberg		-2,067.05
Paycheck	03/29/2019	11319	Sarah Eftim		-604.60
Paycheck	03/29/2019	11320	Scott W Leggitt		-1,063.67
Paycheck	03/29/2019	11321	Kelvin Walker		-219.34
Paycheck	03/29/2019	11325	Tatum M Regan		-61.50
Paycheck	03/29/2019	11322	Kiera Gibbons		-138.52
Paycheck	03/29/2019	11323	Laura Vinchattle		-138.52
Paycheck	03/29/2019	11324	Nova Thompson		-107.63
Mar 19					-60,078.24

CITY OF CREEDE; A COLORADO TOWN
Monthly Check Detail
April 2019

11:26 AM
 05/06/19
 Accrual Basis

Type	Date	Num	Name	Memo	Amount
Liability Check	04/09/2019	941-Q219	United States Treasury		-2,933.64
Paycheck	04/15/2019	11326	Dana D Brink	84-6000575	-153.92
Paycheck	04/15/2019	11327	Frank Freer		-153.92
Paycheck	04/15/2019	11328	Jeffrey A Larson		-369.79
Paycheck	04/15/2019	11329	Joel E Oconnell		-153.92
Paycheck	04/15/2019	11330	Lori G. Dooley		-153.92
Paycheck	04/15/2019	11331	Merolyn K Wyley		-153.92
Paycheck	04/15/2019	11332	Teresa Wall		-153.92
Paycheck	04/15/2019	11338	Benjamin J Davis		-1,374.03
Paycheck	04/15/2019	11339	Charles A Pilant		-927.25
Paycheck	04/15/2019	11341	Kevin Walker		-92.35
Paycheck	04/15/2019	11343	Kristen R Buchanan		-1,309.77
Paycheck	04/15/2019	11345	Sarah Efthim		-650.30
Paycheck	04/15/2019	11346	Scott W Leggitt		-1,063.65
Paycheck	04/15/2019	11340	Kathryn F Short		-966.74
Paycheck	04/15/2019	11342	Kristeen M Lopez		-1,122.37
Paycheck	04/15/2019	11344	Louis Fineberg		-2,067.05
Bill Pmt -Check	04/15/2019	11347	Charles Pilant		-82.83
Paycheck	04/15/2019	11348	Benjamin J Davis	Milage Payout for March 3 - April 12 19 142.8 Miles @ .58/Mile	-1,818.02
Bill Pmt -Check	04/15/2019	11349	Amber Burrola		-300.00
Bill Pmt -Check	04/15/2019	11350	B4 Studio, LLC		-34.50
Bill Pmt -Check	04/15/2019	11351	Caterpillar Financial Services Corp.		-2,199.92
Bill Pmt -Check	04/15/2019	11352	Colorado State Treasurer	Reimbursement for 4th of July Registration - Sent in via Money O...	-180.66
Bill Pmt -Check	04/15/2019	11353	Creede Chamber of Commerce	Email Maint. - Update New Emails - Jan 19	-850.00
Bill Pmt -Check	04/15/2019	11354	Gobin's Inc.		-31.14
Bill Pmt -Check	04/15/2019	11355	GreatAmerica Financial Services	Excess Wages Error - Unemployment Taxes Owed Q4 2018	-120.18
Bill Pmt -Check	04/15/2019	11356	Kentucky Belle Market	Full Page Visitors Guide Ad 2019	-116.68
Bill Pmt -Check	04/15/2019	11357	Monte Vista Cooperative	March 19 Copier Contract	-3,975.66
Bill Pmt -Check	04/15/2019	11358	Muleys Disposal Service	March 2019 Statement	-438.00
Bill Pmt -Check	04/15/2019	11359	Randy Riggs Trucking	March 19 Propane - Acct 922684	-420.00
Bill Pmt -Check	04/15/2019	11360	Rio Grande Enterprises, LLC	March 19 Trash	-85.00
Bill Pmt -Check	04/15/2019	11361	Rocky Mountain Home Health Supplie...	Dump Truck @ \$60.00/Hour - Snow Removal	-541.55
Bill Pmt -Check	04/15/2019	11362	Tomkins Hardware & Lumber	Truck Repair Invoice #7101	-669.05
Bill Pmt -Check	04/15/2019	11363	Wagner Equipment Co.	INV733241 - Cleaning Supplies	-372.12
Bill Pmt -Check	04/15/2019	11364	World Fuel Services, Inc	March 19 Statement	-1,913.73
Paycheck	04/16/2019	11349	Clarence J Dube	Repair/Service Charge - INVOICE S03W0845354	-96.97
Liability Check	04/19/2019	941-Q220	United States Treasury	Fuel Delivery from ALTA Fuels	-3,738.44
Liability Check	04/19/2019	11366	CEBT	Public Works PT	-2,222.12
Bill Pmt -Check	04/25/2019	11376	Louis M Fineberg	84-6000575	-207.79
Paycheck	04/30/2019	11369	Kiera Gibbons	City of Creede, 327055G	-157.00
Paycheck	04/30/2019	11370	Laura Vinchattle	Reimburse/Living & Milage	-148.08
Paycheck	04/30/2019	11371	Nova Thompson		-1,012.65
Paycheck	04/30/2019	11372	Charles A Pilant		-1,255.00
Paycheck	04/30/2019	11375	Kristen R Buchanan		-719.89
Paycheck	04/30/2019	11377	Sarah Efthim		-1,069.51
Paycheck	04/30/2019	11378	Scott W Leggitt		-966.73
Paycheck	04/30/2019	11373	Kathryn F Short		

CITY OF CREEDE; A COLORADO TOWN
Monthly Check Detail
April 2019

11:26 AM
 05/06/19
 Accrual Basis

Type	Date	Num	Name	Memo	Amount
Paycheck	04/30/2019	11374	Kristeen M Lopez		-1,122.38
Paycheck	04/30/2019	11376	Louis Fineberg		-2,067.04
Liability Adjust	04/30/2019			adjust due to rate change per state treasurer -- corrected rate fro...	-272.73
Liability Check	04/30/2019	11379	Colorado State Treasurer	133001-00-6-001	-229.90
Liability Check	04/30/2019	11380	Colorado Department of Revenue	07-01555 Q1 WH 2019	-1,793.00
					-50,306.33

Apr 19

City of Creede Staff Report

To: Mayor and Board of Trustees
Date: May 7th, 2019
From: Louis Fineberg, Town Manager
Period: 3/28/19 to 5/2/19

Town Manager:

- Moved into more permanent housing;
- Met with County Administrator to discuss communication, arranged regular monthly meetings on the first Friday of every month;
- Continued review of the Town's planning documents and studies, the municipal code and the Town's administrative procedures;
- Continued research on some of the Town's most prominent issues including the pending sewer infrastructure improvement project, water quality and the general lack of affordable housing;
- Scheduled meeting with short term rental consultant in conjunction with Mineral County;
- Revised the application for water and sewer taps;
- Researched several land use / zoning inquiries;
- Met with RG Associates to discuss response letter to April 21st non-compliance letter from CDPHE and alternative strategies for water system chlorination;
- Conducted extensive research on prior studies and reports relating to water quality and hydro-geology of the Willow Creek watershed;
- Initiated contact with Blair and Associates regarding accounting services for the 2018 annual audit;
- Researched the deed restriction placed on lots 15a and 15b of the Creede America subdivision;
- Worked with CWB, Davis Engineering and Headwaters Alliance on grant for levy certification;
- Assisted the Recreation Director with the preparation of two mini-grant applications for recreation center projects;
- Completed 2019 CIRSA Loss Control Audit;
- Arranged for CIRSA presentation on liability;
- Attended SLV TPR meeting in Alamosa;
- Reviewed and submitted updated compliance reports to CDPHE;
- Advertised Public Works Director position and spoke with potential candidates about the position;
- Worked with the City's water operator to troubleshoot issues with the City's well pumps and associated water delivery equipment;
- Assisted members of the public with the location of water taps and other public works issues;
- Processed several permit and water tap applications;
- Registered for CIRSA luncheon on May 9th, 2019 in Monte Vista;

- Reviewed and executed an agreement with the City's code publisher to update the municipal code and post the updated version online in a user-friendly format;
- Worked with the Town's accountant and the Town Clerk on the financial reconciliation process; and
- Conducted general administrative and personnel related tasks.

Town Clerk:

- Payroll, A/P, A/R
- REDI Grant Closing – CRT
- Virginia Christensen Scheduling, Receiving Application Packets and Follow-up Reports for VC Advisory Board
- Continuing Accounting with Leslie Grady – Recreated Altered and Missing Excel Worksheets
- Utility Billing
- Recording with the County
- Board Minutes/Packets/Agendas
- Check Detail
- Advertising – Visitors Guide
- Quarterly Taxes (UI, 941, CO Withholding)
- IT Plan for James Briggs (Creede Bytes) including email migration and continued server maintenance/security/backup
- Liquor Licensing – Renewals and extensive research via phone and email on possible violations which were communicated to the licensee.
- Updating Employee Records/Attendance Records/Mileage Records
- CEBS- Benefits Company 2019 Revisions and Paperwork
- Re-Prioritizing Clerk's Office Procedures, Tasks, Scheduling, and starting to note necessary revisions to SOPs, Permit Definitions/Policies, etc.

Recreation Director:

- wrote / submitted VC Grant gym lighting (*replacing current gym lighting fixtures with energy efficient fixtures*)
- wrote / submitted VC Grant wrestling mat (*proposed buying a new wrestling mat for our wrestling, gymnastics, and tumbling programs*)
- wrote / submitted VC Grant Pond lighting (*proposed the replacement of current lighting fixtures with new, energy efficient fixtures. This would allow for a timer to be installed which gives the city more control over the lighting*)
- wrote / submitted VC Grant landscaping (*Landscaping project gives the VC Multi-use facility an outdoor activity area which will be used for kids programing and will allow multiple activities at the gym, ultimately increasing gym usage*)
- wrote / submitted VC Grant Teen Program (*We would like to continue the teen program throughout the summer, however with the teen's buys*)

schedule we will only be able to do specialty programs which we would like the grant to cover)

- wrote / submitted / received SLV COG Grant Landscaping
- wrote / submitted SLV COG Grant gym lighting
- organized and executed 2,3,4th grade Soccer
- organized and executed Preschool Tumbling
- planned for summer programs



ENGINEER'S PROGRESS REPORT

Date: May 2, 2019
To: City of Creede
From: RG and Associates, LLC
RGA Job No. 1124.0001
RE: Progress Report on Current Projects

We continue to work on activities to bring the city into compliance with its discharge permit. These activities are listed below.

Wastewater Collection System

The city was granted and remains under a 90-day moratorium by CDPHE to allow the city to analyze its options in the collection system activities. RGA analyzed the collection system and proposed solutions that would have the most impact in addressing infiltration and excessive zinc and cadmium concentrations for the least cost, short of repairing all of the collection system problems, using the philosophy of replacing entire sections of sewer lines where infiltration occurs, rather than simply doing a number of point repairs. This analysis was done and submitted to the city on March 27, 2019. No work design work has been done for the Wastewater Collection System since.

Wastewater Facility Improvements: Ammonia Reduction Issues

The Preliminary Effluent Limits (PELs) request submitted to CDPHE on May 15, 2018 was completed by CDPHE and received on January 22, 2019. The most restrictive ammonia effluent limits were reduced to 8.1 mg/L daily maximum for the winter months with a 30-day average concentration of 3.1 mg/L. A second PELs request was submitted to CDPHE on April 4, 2019 to determine required effluent limits at a proposed discharge location on the Rio Grande at 0.28 MGD. Once completed, the ammonia and Total Inorganic Nitrogen (TIN) limits in the PELs will determine the level of treatment required to address "Activities to Meet Total Ammonia" in the city's discharge permit. Additionally, a permit modification is being submitted to CDPHE to request schedule modifications to address total ammonia limits.

Wastewater Facility Improvements: Temperature, E. coli, Total Residual Chlorine

Preliminary design has been done to estimate project costs to install continuous temperature monitoring equipment, disinfection equipment to address E. coli limits, and dechlorination equipment to meet total residual chlorine. Design alternatives and associated costs to bring the city into compliance with temperature, E. coli, and total residual chlorine discharge permit requirements are being developed for a site application, to be submitted to CDPHE.

Compliance Reporting to CDPHE

The city received a compliance advisory from CDPHE dated April 19, 2019 for permit compliance schedule violations. This compliance advisory is not unlike those received from CDPHE around the same time for the last few years due to delays in meeting discharge permit compliance deadlines. RGA has prepared a response letter to CDPHE addressing this compliance advisory and will continue reporting to CDPHE as required indicating that the city is addressing these compliance deadlines as expeditiously as possible.

RESOLUTION NO. 2019-08

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE,
COLORADO REMOVING THE DEED RESTRICTION PLACED ON LOTS 15A AND 15B
OF THE CREEDE AMERICA SUBDIVISION LIMITING OWNERSHIP OF SAID LOTS TO
FULL-TIME RESIDENTS OF CREEDE, RECORDED AS 65979 BY THE MINERAL
COUNTY CLERK AND RECORDER**

The Board of Trustees of the City of Creede Colorado at a Board of Trustees meeting held on May 7th, 2019 did resolve:

WHEREAS, the City of Creede placed a deed restriction on lots 15a and 15b of the Creede America subdivision limiting ownership of said lots to full-time residents of Creede; and

WHEREAS, the City of Creede has determined that said deed restriction has not had the intended effect of encouraging ownership of the properties by full-time residents of Creede;

NOW, THEREFORE, be it resolved by the Board of Trustees of the City of Creede, CO that:

The Board of Trustees of the City of Creede, Colorado hereby remove the deed restriction placed on lots 15a and 15b of the Creede America subdivision by the City of Creede and recorded at 65979 by the Mineral County Clerk and Recorder in its entirety.

I certify that the foregoing is a true and correct copy of a resolution adopted unanimously by the members of the Board of Trustees of Creede Colorado in a meeting held in Creede, Colorado on the 7th day of May, 2019 at which a quorum was present.

ATTEST:

By: _____

Jeffrey Larsen
Mayor

Date

By: _____

Attest: Kristen Buchanan
City Clerk

Date



CITY OF CREEDE
RESIDENT HOUSING DEED RESTRICTION

THIS DEED RESTRICTION ("Deed Restriction") is made and executed this 27th day of October, 2009 by The Creede America Group, LLC ("Owner"), whose address is 154 W MAIN ST, Creede, Co., for the benefit of the City of Creede, a Colorado statutory municipality.

WHEREAS, as a condition of a subdivision application submitted by the Creede America Group, LLC in July of 2009 to create one additional single family residential home lot, the Town Board of the City of Creede required that the two home lots created shall be burdened and restricted by covenants which limit the ownership and use of the residential to full time residents, in accordance with the terms set forth in this Deed Restriction.

NOW, THEREFORE, for value received, the Owner does hereby declare and impose the following covenants on the real Property described below, which covenants shall burden and run with the Property in perpetuity for the benefit of the City until modified or released by the City.

COVENANTS

1. **Property.** The parcel of real estate described as LOTS 15a+15b, according to the plat thereof recorded at 65980 in the office of the Mineral County Clerk and Recorder, Colorado ("Property") is hereby burdened with the covenants set forth in this Deed Restriction.
2. **Definitions.** The following definitions shall apply to terms used in the Deed Restriction:
 - a. **Full Time Resident** shall mean a natural person who uses the Property as the primary residence of such person and which primary residence status shall be determined by the City which may consider the rules for determining residence for voter registration purposes in the State of Colorado as set forth in Colorado Revised Statutes §1-2-102, and which primary residence status may be evidenced by voter registration, driver's license registration, motor vehicle registration, utility bills, federal and state tax returns, business pursuits, location of employment, residence of children and spouses, situs of personal property, existence of other residences and the amount of time spent at each residence, and other information which the City deems is relevant to the determination of primary residence.
 - b. **Non-Qualified Owner** shall mean any person who does not meet the definition of Qualified Owner including persons who originally qualified as a Qualified Owner but whose circumstances change and who no longer meet the definition of Qualified Owner.
 - c. **Owner** shall mean the Owner of the Property and may include either a Qualified Owner or Non-Qualified Owner, as the context requires.

Original Copy



d. **Part Time Resident** shall mean a natural person who does not meet the definition of Full Time Resident.

e. **Qualified Lessee** shall mean a natural person who is a Full Time Resident of the City and whose qualifications have been certified by the City at the time the Lessee begins a lease and occupies the Property.

f. **Qualified Owner** shall mean a natural person who is a Full Time Resident of the City that possesses an ownership interest in the Property in compliance with the terms and provisions of this Deed Restriction and whose qualifications to own the Property have been certified by the City at the time the Owner takes title to the Property, or the City of Creede, Colorado or its designee.

g. **Second Home** shall mean the status of the Property when used by any person who has a primary residence that is other than the Property.

h. **Short Term Rental** shall mean the rental or lease of the Property for a period of time that is less than thirty (30) days.

3. **Use of the Property.** The use of the Property shall be limited to occupancy by a Qualified Owner, renters who qualify as Full Time Residents provided that a Qualified Owner resides at the Property, immediate family members of a Qualified Owner or Qualified Lessee and temporary invitees who do not provide compensation for temporary residence at the Property. A Qualified Owner may rent or lease rooms in the Property or may rent all of the Property to a natural person or persons who meet the definition of Full Time Resident(s) and is a Qualified Lessee for periods of thirty (30) days or longer. Occupancy of the Property by Part Time Resident shall not be allowed and is prohibited. Use of the property as a Second Home or for Short Term Rental shall not be allowed and is prohibited. Any use of the Property which is not allowed or is prohibited by this Deed Restriction shall constitute a default and shall be subject to the enforcement provisions and remedies contained herein.

4. **Re-Sale Controls.** The Property may not be sold or otherwise transferred to any person other than a Qualified Owner in accordance with the procedures for prior verification contained in this Paragraph 4.

a. Owner shall deliver to the City a written notice of intent to sell the Property which notice shall include the name(s) of the buyer(s) and all information required to determine whether the buyer(s) is a Full Time Resident and would meet the definition of Qualified Owner;

b. Buyer shall submit an administrative fee in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) to the City to pay for the cost of reviewing and rendering a determination as to whether a prospective buyer(s) meets the definition of Full Time Resident and would meet the definition of Qualified Owner;



- c. Once the City has received complete information concerning the prospective buyers(s) and has received the administrative fee, the City shall review the information and make a written determination as to whether the buyer(s) meets the definition of Full Time Resident or Qualified Owner within a reasonable time and not to exceed thirty (30) days;
- d. The City may require the Buyer to reimburse the City for any additional costs that are incurred in the review and determination of whether a buyer(s) meets the definition of Full Time Resident and would meet the definition of Qualified Owner, including but not limited to legal costs, title review costs, and investigation costs.
- e. The Owner may sell and convey the Property to the buyer(s) that is determined in writing by the City to be a Full Time Resident and will be a Qualified Owner.

5. Lease Controls. Rooms within the Property may not be leased to any person other than a Full Time Resident in accordance with the procedures for prior verification contained in this Paragraph 5, no more than four (4) rooms may be rented, and the Property shall not be occupied by more than four (4) unrelated persons.

- a. Owner shall deliver to the City a written notice of intent to lease the Property which notice shall include the name(s) of the lessee(s) and all information required to determine residency;
- b. Owner shall submit an administrative fee in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) to the City pay for cost of reviewing and making a determination as to whether a prospective lessee(s) meets the definition of Full Time Resident(s);
- c. Once the City has received complete information concerning the prospective lessee(s) and has received the administrative fee, the City shall review the information and make a written determination as to whether the lessee(s) meets the definition of Full Time Resident within a reasonable time and not to exceed thirty (30) days;
- d. The City may require the Owner (after Owner is notified of estimated costs) to reimburse the City for any additional costs that are incurred in the review and determination of whether a lessee(s) meets the definition of Full Time Resident, including but not limited to legal costs, title review costs, and investigation costs; and,
- e. The Owner may lease the Property to the lessee(s) that is determined in writing by the City to be a Qualified Lessee.

6. Default by Owner. A default by Owner shall include breach of the covenants set forth in this Deed Restriction, including without limitation any of the following:

- a. Transfer or conveyance of the Property to a person or entity that is not a Qualified Owner.

- 
- b. Acceptance of the Property by a person or entity that is not a Qualified Owner.
 - c. Transfer or conveyance of the Property to a person who is a Qualified Owner prior to obtaining certification from the City that such person is a Qualified Owner.
 - d. Lease of the Property to a person or entity that is not a Full Time Resident.
 - e. Lease of the Property to person who is a Full Time Resident prior to obtaining certification from the City that such person is a Full Time Resident and Qualified Lessee.
 - f. Failure to make payments and comply with the terms of any deed of trust placed on the Property.
 - g. Executing a deed of trust, lien or other encumbrance which encumbers the Property with an indebtedness or obligation that exceeds eighty-five (85%) of the loan to value ratio of the Property at the time of executing such deed of trust, lien or other encumbrance, except that the initial conveyance of the Property to _____ shall allow a deed of trust with an indebtedness in the amount of 102% of the value of the property and which deed of trust shall not constitute a default of this Deed Restriction if executed prior to December 31, 2010.
 - h. Any action by the Owner to encumber the Property in a manner that conflicts with the terms of this Deed Restriction or renders compliance with the terms of this Deed Restriction impossible or impractical.

7. **Notice and Cure.** In the event a violation of this Deed Restriction is discovered, the City shall send a written notice of default to the Owner detailing the nature of the default and providing sixty five (65) days for the Owner to cure such default. The notice shall state that the Owner may request in writing a hearing before the Town Board of the City which may be held no sooner than ten (10) days after the date of mailing the notice of default. If no hearing is requested in writing and the violation is not cured within sixty-five (65) days of mailing the notice of default, the Owner shall be deemed to be violation of this Deed Restriction. If a hearing is held, the decision of the Town Board of the City shall be final for the purpose of determining if a violation has occurred. In the event of any lease to a Part Time Resident or use of the Property as a Short Term Rental, any amounts collected or receipt of other things of value by the Owner or assigns under such leases shall be paid to the City as a material requirement of curing the notice of default.

8. **Remedies.** In the event of non-performance, default or breach of any term of this Deed Restriction, either party shall have the right to enforce the other party's obligations herein by an action for any equitable remedy, including injunction or specific performance, as well as pursue an action to recover damages. In addition, any amount due and owing to the City shall bear interest at the rate of one percent (1%) per month, compounded monthly, until paid in full. The City shall be entitled to recover any costs related to enforcement of this Deed Restriction, including but not limited attorney's fees, court filing costs and county recording costs. In



addition to any other remedy provided by law or equity, the City may attach a lien for any amount due to the City upon the Property and enforce the lien as a general mechanic's lien in the manner and according to the procedures set forth in Colorado Revised Statutes, Title 38, Article 22, and the Owner expressly waives any objection to the attachment of a lien or enforcement as a general mechanic's lien for amounts due to the City. In the event of a transfer or conveyance of the Property which violates the terms of this Deed Restrictions and constitutes a default, both the grantor and grantee shall be jointly and severally liable for any damages and costs due under this Deed Restriction.

9. Liquidated Damages. The parties acknowledge and agree that in the event of a default by the Owner, the determination of actual monetary damages would be difficult to ascertain. Therefore, the City and Owner hereby agree that liquidated damages shall be calculated and applied in the amount of TWO HUNDRED DOLLARS (\$200.00) per day for each day that the Owner is in default of this Deed Restriction and has failed to cure the default. Liquidated damages shall be in addition to the City's ability to recover costs as stated in Paragraph 8 above. Liquidated damages shall be in addition to the City's right to seek equitable remedies of injunction and/or specific performance. In the event of any lease to a Part Time Resident or use of the Property as a Short Term Rental, any amounts collected or receipt of other things of value by the Owner or assigns under such leases shall be paid to the City as additional liquated damages above and in addition to the amounts specified above.

10. Release of Deed Restriction in Event of Foreclosure or Deed in Lieu. In the event of foreclosure or acceptance of a deed in lieu of foreclosure by the holder of a deed of trust this Deed Restriction shall be automatically and permanently released and terminated and shall be of no further force and effect if, and only if, the conditions in this Paragraph 10 are satisfied. In the event of release and termination of the Deed Restriction, the City, or its authorized successor, shall cause to be recorded in the records of the Clerk and Recorder for Mineral County, Colorado, a full and complete release of this Deed Restriction.

The conditions which must be satisfied prior to the release and termination of the deed restriction shall be as follows:

- a. The deed of trust, lien or other encumbrance against the Property must have previously been recorded in the Clerk and Recorder's Office of Mineral County, Colorado.
- and,**
- b. The holder of the deed of trust, lien or other encumbrance has given to the City notice of Owner's default of the deed of trust or lien, which includes:
 - i. The legal description and physical address of the Property;
 - ii. The Owner's name;



- iii. The name, mailing address, e-mail address, phone number and contact person of the holder of the deed of trust or lien;
- iv. A copy of the recorded deed of trust, lien or other instrument creating an encumbrance on the Property; and,
- v. Copies of any and all notices of default, notice of foreclosure or correspondence between the holder of the deed of trust or lien and the Owner.

and,

- c. The deed of trust, lien or other encumbrance placed on the Property did not exceed eighty-five percent (85%) of the loan to value ratio of the Property when considered with all existing deeds of trust, liens or other encumbrances at the time of recording such document.

and,

- d. The Option Period as set forth in Paragraph 11 below has expired without exercise of the Option to Purchase by the City or assigns;

or,

- e. The City has exercised the Option to Purchase but failed to close or perform under the Option to Purchase.

11. **Option to Purchase.** In the event of default by the Owner which is not cured, or upon receipt of a notice of foreclosure or other notice of default provided by the holder of a deed of trust or other encumbrance as provided in Paragraph 10 above (whichever is earlier), the City shall have the option to purchase ("**Option to Purchase**") the Property in accordance with the procedures and terms set forth in this Paragraph 11 as follows:

- a. The City shall have an Option to Purchase for sixty-five (65) days ("**Option Period**").
- b. The City shall have right of entry onto and into the Property during the Option Period to inspect the Property.
- c. The City shall have the right to purchase the Property for the amount due to the holders of any deeds of trust, liens or other encumbrances up to the maximum amount defined in Paragraph 6.g. above, which amounts shall be paid in order of priority of the holders of such deeds of trusts, liens or other encumbrances provided that this Deed Restriction shall remain in effect and burden the Property after acquisition by the City and upon reconveyance to a subsequent Qualified Owner.



- d. The City shall have the right to assign the City's right to purchase the Property to any Qualified Owner provided that this Deed Restriction shall remain in effect and burden the Property.
 - e. Upon payment by City or assigns, Owner shall convey title to the Property by a special warranty deed in accordance with Colorado Revised Statute §38-30-115 and shall include the words, "and warrant title against all persons claiming under me."
 - f. Normal and customary closing costs shall be shared equally between the Owner and City or City's assigns. The City or assigns shall be responsible, at its cost, for any and all title insurance fees, document fees, and recording fees of the deed. Taxes shall be prorated based upon taxes for the calendar year immediately preceding closing.
 - g. If the City or assigns do not exercise the Option to Purchase during the Option Period, then the holder of a deed of trust shall be entitled to a release and termination of this Deed of Trust in accordance with Paragraph 10 above. In the event that City's Option to Purchase arises from a default by Owner and not a notice of foreclosure or notice of default submitted by the holder of a deed of trust to the City, then the City may unilaterally extend the Option Period until such time as City, or assigns, exercise the Option to Purchase or the Owner cures any and all defaults.
12. **Tax Sale.** In the event of a tax sale this Deed Restriction shall remain in full force and effect, shall run with and burden the land, and shall constitute a condition of the subdivision and land use approval which shall survive and sale of the Property through a tax lien sale process.
13. **General Provisions.**
- a. **Severability.** If any term, provision, covenant or condition of this Deed Restriction is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Deed Restriction shall continue and remain in full force and effect.
 - b. **Counting Days.** The final day of any notice, default or other event falls on a Saturday, Sunday or legal holiday recognized by the State of Colorado, the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.
 - c. **Waiver.** No waiver of one or more of the terms or provisions of this Deed Restriction shall be effective unless provided in writing. No waiver of any term or provision of this Deed Restriction in any instance shall constitute a waiver of such provision in any other instance. The Town Board may provide a waiver along with any conditions of the waiver with regard to any of the terms and provisions in this Deed Restriction where unusual or unforeseen circumstances exist and the Owner is diligently seeking to cure a default and such waiver, with conditions if any, supports the purpose and intention of this Deed Restriction.



- d. **Amendment.** This Deed Restriction may only be amended by the mutual agreement of the Owner and the City.
- e. **Recording.** The City may record this Deed Restriction in the Clerk and Recorder's Office of Mineral County, Colorado.
- f. **Assignment.** The City may assign this Deed Restriction and all rights and obligations, without consent of the Owner, to any other public entity, non-profit corporation or other entity which is organized and exists for the purpose to provide and promote affordable housing for full time residents.
- g. **No Third Party Beneficiaries.** Nothing contained in this Deed Restriction is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party.
- h. **Choice of Law.** This Deed Restriction shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from this Deed Restriction shall be in Mineral County, Colorado.
- i. **Successors.** Except as otherwise provided herein, the provisions and covenanted contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties. The covenants shall be a burden upon, and run with the Property for the benefit of the City or the City's assigns, who may enforce the covenants and compel compliance therewith through the initiation of judicial proceedings for, but not limited to, specific performance, injunctive relief, reversion, eviction and damages.
- j. **Section Headings.** Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- k. **Gender and Number.** Whenever the context so requires in this Deed Restriction, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- l. **Notice.** Any notice, consent or approval, which is required to be given hereunder, shall be given by either depositing in the U.S. Mail with first class postage pre-paid; mailing by certified mail with return receipt requested; sending by overnight delivery with a nationally recognized courier service that delivers to the physical address of the intended recipient; or, by hand-delivering to the intended recipient. Notices shall be provided to the City of Creede at P.O. Box 457, 2223 North Main Street, Creede, CO 81130. Notices shall be provided to Owner at the address provided by the Mineral County Assessor's office or may be hand-delivered to any occupant at the Property who is over eighteen (18) years of age.

[signature page follows]

RESOLUTION NO. 2019-06

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE,
COLORADO OPPOSING THE EXPORT OF WATER FROM THE RIO GRANDE BASIN**

The Board of Trustees of the City of Creede Colorado at a Board of Trustees meeting held on May 7th, 2019 did resolve:

WHEREAS, the conservation, protection and use of the water resources of the Rio Grande Basin are vital to the continued economic and cultural prosperity of Mineral County and the San Luis Valley; and

WHEREAS, in order to protect the economy, culture, and well-being of the Rio Grande Basin, it is necessary to safeguard and maintain the water resources available to the water users within Mineral County and the San Luis Valley; and

WHEREAS, the export of water from the Rio Grande Basin to other basins is a direct threat to Mineral County and the San Luis Valley citizens' economy, culture and well-being; and

WHEREAS, the export of water from the Rio Grande basin to other basins is contrary to the City of Creede's goal of the sustainable and continued use of water within the Rio Grande Basin; and

WHEREAS, in the past, the City of Creede has previously supported efforts that vigorously oppose attempts to export water from the Rio Grande Basin; and

WHEREAS, such past opposition has defeated attempts to export water from the Rio Grande Basin and protected the economy, culture, and well-being of the Rio Grande Basin.

NOW, THEREFORE, be it resolved by the Board of Trustees of the City of Creede, CO that :

1. The Board of Trustees of Creede Colorado continues to oppose any attempt to export water from the Rio Grande Basin into another basin;

2. Be it further resolved that the Board of Trustees of Creede Colorado will support efforts and actions, inasfar as they comply with all applicable laws, such are necessary to oppose any such export attempt; and

3. Be it further resolved that the Board of Trustees of Creede Colorado authorizes its City Manager to undertake such efforts and actions to effectuate this policy on behalf of the Board.

I certify that the foregoing is a true and correct copy of a resolution adopted unanimously by the members of the Board of Trustees of Creede Colorado in a meeting held in Creede, Colorado on the 7th day of May, 2019 at which a quorum was present.

ATTEST:

By: _____

Jeff Larsen

Mayor

Date

By: _____

Kristen Buchanan

City Clerk

Date

RESOLUTION NO. 2019-07

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE,
COLORADO COMMITTING \$15,000 AS A LOCAL MATCH FOR A COLORADO WATER
CONSERVATION BOARD GRANT OF APPROXIMATELY \$40,000 FOR THE PURPOSE
OF CONDUCTING AN ENGINEERING ANALYSIS OF THE WILLOW CREEK LEVEE IN
ORDER TO DETERMINE WHETHER OR NOT THE STRUCTURE IS ELIGIBLE FOR
CERTIFICATION**

The Board of Trustees of the City of Creede Colorado at a Board of Trustees meeting held on May 7th, 2019 did resolve:

WHEREAS, the City of Creede has initiated a Letter of Map Revision (LOMR) process with FEMA in an effort to update and modify the FEMA-designated floodplain within the City to account for and reflect the impacts of recent structural improvements to the Willow Creek Flume; and

WHEREAS, FEMA has determined that modification of the FEMA-designated floodplain can only occur if the Willow Creek Levee north of the Downtown receives levee certification by FEMA; and

WHEREAS, the process for levee certification for the Willow Creek Levee requires an initial engineering analysis that will cost approximately \$55,000; and

WHEREAS, the Colorado Water Conservation Board has awarded a grant in the amount of approximately \$40,000 to the City of Creede for the initial engineering analysis; and

WHEREAS, the CWCB requires that the City of Creede commit to a local match of \$15,000 in order to secure the aforementioned grant funding;

**CITY OF CREEDE, COLORADO
INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter “Agreement”) is made this 7th day of May, 2019 by and between the City of Creede, Colorado (hereinafter “City”), a Colorado municipal corporation, and the Headwaters Alliance (hereinafter “Contractor”).

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

I. Scope of Agreement

Contractor shall commence, perform and complete the following professional services, (hereinafter “Services”):

1. Secure \$40,000 in funding from Colorado Water Conservation Board (hereinafter “CWCB”) to cover approximately 72% of total cost for investigation into certification of the Willow Creek Levee.
2. Management of CWCB grant funds, including administrative support for City staff and all of the City’s agents in all grant administration activities.
3. Provide work updates to the City of Creede Board of Trustees and City Manager at regular monthly meetings of the Board of Trustees and as requested.
4. Provide communication to the public via social media and published media as needed.
5. Other general administrative support as indicated and appropriate.

II. Term

The term of this Agreement shall commence on the date that this agreement is executed by all parties and shall continue until the completion of all work outlined the scope of agreement.

At the end of the Term, the parties may renew this Agreement on such terms as they may mutually agree. This Agreement may be terminated earlier based on the termination provisions described herein.

III. Intent of the Parties

It is the express intent of the parties that Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- A. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE AND FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY CITY.

B. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS THE INDEPENDENT CONTRACTOR PROVIDES SUCH COVERAGES.

C. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

D. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder;

E. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder;

F. Neither Contractor nor its employees will receive benefits of any type from the City;

G. Contractor represents that it is engaged in providing similar services to the public and is therefore not required to work exclusively for the City;

H. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof; and

I. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

IV. Contractor Responsibilities

In addition to all other obligations contained herein, Contractor agrees to:

A. Furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services;

B. Proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City; and

C. Comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer and obtaining and keeping in force all applicable permits and approvals.

V. Compensation

A. Payment

Work estimated at 15 hours/month x 4 months = \$2,100, not to exceed a maximum limit of 100 hours at \$35/hours = \$3,500.

B. Invoices

Contractor shall submit invoices for all Services performed under this Agreement. Such invoices shall be honored by the City within thirty (30) days of receipt thereof.

VI. Insurance

No later than seven (7) days after execution of this Agreement, Contractor shall provide the City with certificates of insurance evidencing the types and amounts specified below:

A. Standard Workers' Compensation as required by law in state where service is performed.

B. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence of property damage and/or personal injury.

C. Automobile Liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services. Contractor shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles, with limits of not less than \$500,000 per individual and \$500,000 per occurrence of bodily injury and property damage.

Insurance coverage shall not be reduced below the limits described above or canceled without the City's written approval of such reduction or cancellation. Contractor shall require that any of its agents and subcontractors who enter upon the City's premises shall maintain like insurance. Certificates of such insurance shall be provided to the City upon request.

Such insurance shall be primary insurance to the full limits of liability herein before stated and, should the City have other valid insurance, City insurance shall be excess insurance only; and such insurance shall not be cancelled without thirty (30) days prior written notice to the City.

VII. HOLD HARMLESS/INDEMNIFICATION CLAUSE

The Contractor agrees to hold harmless and indemnify the City, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for, or defend against, claims or damages arising solely from errors or omissions of the City, its officers, agents, or employees.

VIII. Illegal Alien Certification

A. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

B. Contractor has verified, or attempted to verify through participation in the basic pilot program, that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, contractor shall apply to participate in the basic pilot program every three months until Contractor is accepted or the public contract for services has been completed, whichever is earlier. (The provision specified in this subparagraph (B) shall not be required or effective in a public contract for services if the basic pilot program is discontinued.)

C. Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

D. If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (1) of this subparagraph (A) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in this section.

F. If a contractor violates a provision of the public contract for services required pursuant to subsection (A) of this section, the state agency (as defined in CRS 8-17.5-108(8)) or City may terminate the contract for a breach of the contract. If the contract is so terminated, contractor shall be liable for actual and consequential damages to the state agency of Town.

IX. Notice

Any notice to be given hereunder by either party, to the other, shall be in writing and shall be deemed given when sent by certified mail.

A. Notices to the City shall be addressed to:

B. Notices to Contractor shall be addressed to:

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter required to be given shall be sent by certified mail to such new address.

X. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, to the extent caused by the negligent performance of the services hereunder. If such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible, the Contractor shall bear all other costs and expenses related thereto, including court costs and reasonable attorney's fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, and damage, which is caused by the act, omission, or other fault of the City.

XI. General Terms and Conditions

A. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damage caused thereby.

B. Termination

1. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies, which may be available to it.

2. In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, and upon such payment, all obligation of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

C. Inspection

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

D. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

E. Nonexclusive Nature

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the City. City makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

F. Assignment

Contractor shall not assign or delegate this agreement or any portion thereof, or any monies due to or become due without the City's prior written consent.

H. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with, and this performance governed by, the laws of the State of Colorado. Venue shall be in Mineral County, Colorado.

I. Entire Agreement, Amendments and Modification

This Agreement constitutes the entire Agreement between the City and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **INDEPENDENT CONTRACTOR AGREEMENT** as of the date first stated above.

CITY OF CREEDE, COLORADO

CONTRACTOR

(Signature)

(Signature)

Louis Fineberg, City Manager

JOB TITLE: Maintenance Assistant

Salary/Hourly: Full-time, hourly
Department: Public Works
Supervisor: Public Works Director

Summary of duties: The Maintenance Assistant is responsible for public works maintenance tasks as assigned by the Public Works Director.

Essential Duties and Responsibilities:

The essential functions or duties listed below and on attachments are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The City of Creede retains the right to modify or change the essential and additional functions of the job at any time.

- Undertakes activities related to water, sewer, flume, street maintenance or other items as directed by Maintenance Supervisor.
- Coordinates and interfaces with public and their needs with diplomacy and in a business-like, professional manner, ensuring the public is addressed and treated with the respect of valued clients at all times. Diplomacy will also be extended to co-workers and Trustee members.
- Maintains all City vehicles and equipment (pumps, blowers, graders, etc.) keeping a maintenance log for each as directed by Maintenance Supervisor.
- Inspection of City public works projects including streets, parks and recreation, water and wastewater systems, maintaining a log for each as required as directed.
- Insures that the work environment is clean and safe.
- Insures maintenance buildings and equipment storage yards present a neat and cared for appearance.
- Insures that all road and street signs are in place and properly located.
- Cleans street, roads, and right-of-way of snow and debris as directed.
- Reports potential maintenance problems to the Maintenance Supervisor and/or exercising personal initiative when the situation dictates.
- Conducts maintenance duties as assigned by the Public Works Director, City Manager and/or City Clerk.
- Shall be subject to the City of Creede Employee Handbook and all policies, ordinances and resolutions of the City of Creede.
- Code enforcement activities to include, but not limited to, parking and off-route OHV travel.
- Other duties as directed or assigned by Public Works Director, City Manager and/or City Clerk.

Work Schedule:

The Maintenance Assistant shall work 40 hours per week during the business week. Occasionally, the Maintenance Assistant as directed by the Public Works Director must be available at other hours for water alarms, snow removal, water and/or sewer maintenance, and other public maintenance as may be required from time to time.

JOB TITLE: Maintenance Assistant**Work Environment:**

Work is performed indoors and outdoors, with the majority of activities involving standing and walking. The employee may be exposed to loud noises emanating from tools as well as adverse weather conditions and/or unfavorable traffic conditions while in the field.

Recommended Minimum Qualifications:

- High school diploma or general education degree (GED) required.
- 2+ years related experience or equivalent combination of education and experience.
- Valid Colorado Driver's License.

Knowledge, Ability, and Skill:

- Experience and skills to operate heavy equipment and ability and willingness to follow federal, state, insurance and City regulations.
- General maintenance skills.
- Skills and ability to communicate with various audiences verbally.

Physical requirements:

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

Sitting, talking, hearing, seeing, reaching, and walking into various terrains. Must be able to lift up to 50 pounds and perform highly strenuous activity. May be exposed to chemicals and other hazardous materials. The incumbent's work may expose him / her to high places, dangerous machinery and its moving parts, sharp tools, fumes, chemicals and / or toxic substances. Specific vision abilities required by this job include distance vision, peripheral vision, and depth perception. The position will require travel to various work sites and mobility in extreme weather conditions. The employee must maintain a valid driver's license at all times and be able to drive a 4-wheel drive truck.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)