

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 the Town Manager and Town Clerk on Town finances for the period from January 2022 through June 2022;
- VII. CONSENT AGENDA
 - a. Discussion and possible approval of a Special Event Permit for 9/3/22 and 10/7/22 for the Creede Elks Lodge #506;
- VIII. BOARD INFORMATION ITEMS
 - a. Public Works Staff Report;
- IX. NEW BUSINESS
 - a. Discussion and possible approval of quote from Road Safe Traffic Systems, Inc. in the amount of \$5,934 for the repainting of center yellow lines and side blue lines along the Town's OHV route;
 - b. Discussion and possible approval of a professional services agreement with Dr. John Short for Engineering consulting services related to wastewater treatment facility planning;
 - c. Consideration and possible adoption of the City of Creede Resolution 2022-14 "A RESOLUTION OF THE CITY OF CREEDE, COLORAD ADOPTING AND MATEIENCE OF ADDENDUM FOR THE WILLOW CREEK LEVEE";

OPEN TO THE PUBLIC

POSTED 8/12/2022

D. Consideration and possible adoption of Resolution No. 2022-13; "A RESOLUTION APPROVING AND INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO REGION 18 OPIOID COUNCIL REGARDING HOW OPIOID FUNDS ARE TO BE DISTRIBUTED IN COLORADO";

X. OLD BUSINESS

XI. BOARD REPORTS

XII. EXECUTIVE SESSION

XIII. ADJOURN

OPEN TO THE PUBLIC

POSTED 8/12/2022

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** (See back for details.)

- | | | |
|---|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input checked="" type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>CREEDE ELKS LODGE # 506</i>	State Sales Tax Number (Required) <i>00705902-0000</i>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>104 S MAIN ST CREEDE, CO 81130</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>104 S MAIN ST CREEDE, CO 81130</i>
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4. Authorized Representative of Qualifying Organization or Political Candidate <i>HENRY HASSELKUS</i>	Date of Birth <i>7-14-59</i>	Phone Number <i>719-658-2322</i>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
24323 HWY 149 CREEDE, CO 81130

5. Event Manager <i>JIM VAN DY</i>	Date of Birth <i>5-14-49</i>	Phone Number <i>970-903-3068</i>
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Event Manager Home Address (Street, City, State, ZIP) <i>24323 HWY 149 CREEDE, CO 81130</i>	Email Address of Event Manager <i>JIM.MINERAL628@comcast.com</i>
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <i>4</i>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number <i>07-05902-0002</i>
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<i>9-3-2022</i>															
	From	<i>1100 P.</i>	m.												
	To	<i>1100 A.</i>	m.												
<i>10-7-2022</i>															
	From	<i>1100 P.</i>	m.												
	To	<i>1:00 A.</i>	m.												
	From		m.												
	To		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 <i>Henry Hasselkus</i>	Title <i>Secretary</i>	Date <i>8-1-22</i>
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Report and Approval of Local Licensing Authority (City or 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 provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
May 2022**

Streets:

- Utilized road grader on Silver Drive to reestablish ditch lines prior to installing a new driveway drain cross pipe at #54
- Checked for fallen tree branches, etc. after high winds, removed as necessary, also straightened street signs and/or posts as needed
- Installed the Flag/4th of July banners and Creede Historical banners along Main Street
- Utilized the street sweeper on the streets throughout the city. As always, sweeping early on every Friday morning has commenced for the season

Water System:

- Repaired and started all sprinkler systems throughout the City's Parks
- Put the backflow prevention device and piping back together at the RV dump site and opened it up to the public for the summer season
- Replaced the curb shutoff valves at 1205 and 1207 Gnome Hill Rd
- Husmann Plumbing installed a new BFPD at the Hargrave's Park Sprinkler shed as part of the CDPHE requirements (All 4 park BFPD's tested successfully)
- Responded/marked CO 1 Calls when received
- Performed water meter readings at 3 required locations in the City
- PW Dept. turned off/on water valves/service lines upon request at locations throughout the city: Loverings Gallery, 210 E. 8th St, the Ranger Station and 505 Capital Ave
- Performed water sampling as required by CDPHE throughout the Water System
- Replaced a 55-gallon drum of Sodium Hypochlorite at the WTP
- Continued to work with ORC Fred Hand on the Backflow Prevention/Cross Connection Control (BFP/CCC) 2022 requirements by reviewing the surveys and performing inspections. The Rural Community Assistance Corporation (RCAC) also aided in providing guidance to the PFP/CCC program as well.

Wastewater System:

- RMS Utilities installed an 8" main sewer extension from Rue La Fong up to Bee McClure, and north up to property 235 Bee McClure (final asphalt restoration to be completed with the Phase 2 sewer upgrade project)
- ITSI, Inc. is to incorporate the WWTP backup generator onto the SCADA system, the quote has been received to finish other work and was authorized at March BOT meeting, this has been scheduled to be completed the first week in June
- Cleaned the SCADA cabinet inlet lines at the WWTP Effluent station, a calibration was also completed
- Performed weekly wastewater sample studies at the WWTP as required by the CDPHE
- Responded/marked CO 1 Calls when received
- Continued to meet with ORC (Operator Responsibly in Charge)/ Water Operator Fred Hand to discuss general functions and operations of the Water and Wastewater treatment systems, verifying that all samples are being submitted in a

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
May 2022**

timely and correct manner

- Continued to manually perform daily flow, temp. and Ph readings, as well as with the SCADA system, as required by the CDPHE
- Continued the application of the BioScrubber PB to the Northern most section of the WW system, and at the lagoons in to aid in reducing any buildup of grease and to help reduce Ammonia levels in the system

Water & Wastewater Projects:

- 1) RMS Utilities completed the final repairs to the sewer line on La Garita and E. 3rd/4th Alley. Upon a successful post-construction camera evaluation by SGM, this would be the final part of the Phase 1 sewer upgrade project.
- 2) The SCADA System that has been installed previously, will need to have the backup generator connected to the SCADA system at the WWTP aerator building facility. ITSI, Inc. has scheduled accordingly to complete this portion of the project at the beginning of June.

Storm Water:

- Replaced and added 20' to the driveway drain cross pipe at #54 Silver Drive
- Evaluated and cleaned ditch lines and/or culverts as needed

Equipment/Assets:

- Greased the loader and backhoe as needed

Parks & Buildings:

- Finished installing topsoil and planting grass throughout Basham Park in order for it to take root as soon as possible for the upcoming events season
- Absmeier Landscaping & Construction finished the demolition of the North Creede Storage building. (The Public Works crew delivered the Hydro electric generator to the Historical Museum)
- Reinstalled the brick paver sidewalks at Basham Park
- All picnic tables were returned to their appropriate locations at City Parks and Town Hall
- Basham Park restroom floors were stripped and waxed
- A toilet was repaired at the Chamber of Commerce Visitor's Center building
- Hargrave's and Sieme Parks were raked, aerated, and overseeded
- Painted the yellow and white parking spaces at the Rec Center
- Backflow Prevention Devices were tested successfully at all 4 City Park locations
- Performed structural repairs to the bleachers prior to the Taste of Creede event
- Continued to clean Basham and Hargrave's Parks, and the REC Center restroom facilities twice daily as the tourism season has begun

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
May 2022**

Projects/Upcoming Projects:

1. The overall installation of new sewer pipe in the Phase 1 Sewer Improvement Project has been completed by RMS Utilities. The initial camera evaluation of all pipe segments has been submitted to SGM for review. The only line segment left, in the alley between E. 3rd and E. 4th Street, RMS completed the repairs on the sewer line the week of 4/11-4/15. A post camera evaluation was performed and submitted to SGM Engineering for review.
2. The Micro-Hydro Project has had planning and preconstruction meetings between Rentricity, Louis, Headwaters Alliance and the BOT's. This project start date has been postponed for the time being as more funding for this project is now being reviewed.
3. SGM completed the final design plans for the Phase 2 Sewer Improvement Project. The advertising of bids has taken place and only 1 contractor (RMS Utilities) submitted a bid on 4/11. The board approved their bid at the April meeting and RMS Utilities has scheduled to start the project the second week in July.
4. SGM has completed their recommendations and the final report on the WWTP and this information was presented to the board at the first May meeting. Plans for mechanical plant are now being explored with Louis going to look for funds to cover the planning and design.
5. The Backflow Prevention/Cross Connection Control (BFP/CCC) Program is progressing forward in a positive direction. The city will need to verify that present BFP devices reported from previous surveys are correct and are to be tested accordingly this year. Proof that these tests have been accomplished from the appropriate businesses and/or multifamily homes will need to be submitted to the CDPHE prior to the end of August 2022 in order to satisfy the requirements set forth by the CDPHE.
6. GMS has continued to work with Louis on the Main Street sidewalk safety project (crosswalks and sidewalk ramp upgrades from Wall Street up to N. 1st Street), and CDOT's "Revitalizing Main Streets" grant. Efforts made to combine these 2 projects were successful and this project is scheduled to begin possibly in the early spring of 2023. (April/May-weather dependent)
7. The new waste water flow meter, that was required by the CDPHE to be installed prior to June 2022, has been installed and is now up and running. Plans have been made to have ITSI incorporate it into the SCADA system in the near future.
8. Scott and Louis have met with representatives from the University of Colorado – Denver Architectural Dept. in order to begin the production of architectural drawings for a new public works garage addition, a new PW building on the West side of Loma that will house all of the equipment, and a new Town Hall building. Projected construction to begin in the spring of 2023.

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
May 2022**

Special Events:

- The Public Works Department set up and put away the bleachers and traffic control barricades for the Taste of Creede and other events that were held over the Memorial Day weekend

Training/Education:

- The Full-Time operator/laborer maintenance position was filled by Karl Kielman and he started on Monday May 2nd. If you see Karl, say hello and welcome him aboard!!
- A Part-Time weekend maintenance position is still available. If you know of anyone that is interested in joining the Creede Public Works Team, please encourage them to contact Scott Johnson and to complete an application.

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
JUNE 2022**

Streets:

- Installed road base gravel and grading on Cliff, Bee McClure, and Silver
- Utilized the front loader to move rocks at the Days of 92 arena in preparation for the 4th of July competition
- Checked for fallen tree branches, etc. after high winds, removed as necessary, also straightened street signs and/or posts as needed
- Installed 3 metal wildlife signs created by the students from CSD on Main Street
- Utilized the street sweeper on the streets throughout the city. As always, sweeping early on every Friday morning has commenced for the season

Water System:

- Dug up the curb shutoff valve at 309 La Garita Ave (Ortega Residence) and tested pressures, all good and low water pressure issue is on residential side
- Replaced the Stenner Pirastaltic water pump and tubing at the Early Learning Center
- Delivered meter pits to #20 Bee McClure and #25 Soapy Street
- Holman Landscape & Irrigation tested the 4 BFPD's at each park facility-all passed
- Mailed the Consumer Confidence Reports for 2021 and Public Notices out to all water consumers on the water system
- Performed 20 Lead and Copper sample tests from homes in the City as per CDPHE requirement
- Responded/marked CO 1 Calls when received
- Performed water meter readings at 3 required locations in the City
- PW Dept. turned off/on water valves/service lines upon request at locations throughout the city: 109 E. 4th
- Performed water sampling as required by CDPHE throughout the Water System
- Replaced a 55-gallon drum of Sodium Hypochlorite at the WTP
- Continued to work with ORC Fred Hand on the Backflow Prevention/Cross Connection Control (BFP/CCC) 2022 requirements by reviewing the surveys, performing inspections, and notifying any businesses of BFPD testing that needs to be accomplished prior to August 1, 2022.

Wastewater System:

- Replaced the AV9000 unit portion of the flow meter, and installed a new antenna for the radio at the influent cabinet
- ITSI, Inc. finished the installation of the WWTP backup generator onto the SCADA system
- Removed any buildup of "duck weed" from the lagoons and contact chamber as needed
- Cleaned the SCADA cabinet inlet lines at the WWTP Effluent station, a calibration was also completed
- Performed weekly wastewater sample studies at the WWTP as required by the CDPHE

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
JUNE 2022**

- Responded/marked CO 1 Calls when received
- Continued to meet with ORC (Operator Responsibility in Charge)/ Water Operator Fred Hand to discuss general functions and operations of the Water and Wastewater treatment systems, verifying that all samples are being submitted in a timely and correct manner
- Continued to manually perform daily flow, temp. and Ph readings, as well as with the SCADA system, as required by the CDPHE
- Continued the application of the BioScrubber PB to the Northern most section of the WW system, and at the lagoons in to aid in reducing any buildup of grease and to help reduce Ammonia levels in the system

Water & Wastewater Projects:

- 1) ITSI, Inc. has installed the last backup generator at the WWTP to the SCADA System, along with completing some other programming responsibilities.
- 2) RMS Utilities is scheduled to start the Phase 2 Sewer Upgrade project on Tuesday 7/19/22. They will be starting on Capital Ave and working their way north toward Aspen Ave. (Preconstruction meeting was held on Thursday 7/7/22)

Storm Water:

- Jet cleaned cross pipe on Bee McClure Dr. (Vita & Talbot driveway pipes also)
- Evaluated and cleaned ditch lines and/or other culverts as needed

Equipment/Assets:

- Glen's auto performed an overall inspection of the Cherokee and began to perform repairs/replacements on: starter, AC compressor, driveshaft, and transmission
- Replaced the wipers on the F250 pickup
- Repaired a braking issue on the sweeper unit- cleaned assembly area and vent hole for the master cylinder in the cab, and the main broom malfunction as well
- Performed oil changes on the F250, Chevy, and GMC pickup trucks
- Took 4-wheeler to Alpine Motor Sports and had an oil service performed, and cleared the "overspeed code" on it as well
- Replaced the fuel pump and filter on the '84 GMC
- Greased the loader and backhoe as needed

Parks & Buildings:

- Finished reinstalling brick pavers along walkways in Basham Park
- Installed flower basket hangers at the entrance to the admin office at Town Hall
- Sprinkler heads were replaced and/or repaired at Hargrave's and Sieme Parks
- Repaired a lamp shade at Hargrave's Park parking lot area

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
JUNE 2022**

- Replaced Sloan valve and stem on middle urinal at Basham Park men's restroom
- Replaced 2 soap dispensers in the women's restroom in Basham Park
- Pressure washed the exterior of the WTP in preparation for staining
- Worked with the YCC group from the County in removing weeds/saplings and filled in all these areas, along with any cracks with Portland concrete on side of the Levee. They also stained the Water Treatment Plant (WTP)
- PW Dept. followed up by painting the doors to the WTP as well
- Backflow Prevention Devices were tested successfully at all 4 City Park locations
- Installed flag pole solar lights at Town Hall and the Chamber of Commerce building
- Put metal pedestrian barricades together and labeled/numbered each of them in preparation for the upcoming 4th of July events
- Helped install the new "step master" exercise machine at the REC Center
- Replaced the bulbs at the 2 northern street lamps at Basham Park
- Cut and trimmed the grass at Morton, Basham, Hargrave's, and Sieme Parks, and around Town Hall as needed
- Continued to clean Basham and Hargrave's Parks, and the REC Center restroom facilities twice daily as the tourism season has begun

Projects/Upcoming Projects:

1. The Micro-Hydro Project has had planning and preconstruction meetings between Rentricity, Louis, Headwaters Alliance and the BOT's. This project start date has been postponed for the time being as this project is now part of the HWA overall project scope of the Willow Creek rehabilitation.
2. RMS Utilities is scheduled to start the Phase 2 Sewer Upgrade Project on Tuesday 7/19, with the start of bringing in materials of equipment on Monday 7/11/22.
3. SGM has completed their recommendations and the final report on the WWTP and this information was presented to the board at the first May meeting. Plans for mechanical plant are now being explored with Louis going to look for funds to cover the planning and design.
4. The Backflow Prevention/Cross Connection Control (BFP/CCC) Program is progressing forward in a positive direction. The city will need to verify that present BFP devices reported from previous surveys are correct and are to be tested accordingly this year. Proof that these tests have been accomplished from the appropriate businesses and/or multifamily homes will need to be submitted to the CDPHE prior to the end of August 2022 in order to satisfy the requirements set forth by the CDPHE.
5. GMS has continued to work with Louis on the Main Street sidewalk safety project (crosswalks and sidewalk ramp upgrades from Wall Street up to N. 1st Street), and CDOT's "Revitalizing Main Streets" grant. Efforts made to combine these 2 projects were successful and this project is scheduled to begin possibly in 2023/early 2024

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
JUNE 2022**

6. Scott and Louis have met with representatives from the University of Colorado – Denver Architectural Dept. in order to begin the production of architectural drawings for a new public works garage addition, a new PW building. Project concepts have been presented for review and any feedback to them would be appreciated. Projected construction to begin in the spring of 2023.

Special Events:

- The Public Works Department set up and put away barricades for a filming event that took place on N. Main Street on Thursday 6/2/22
- Took barricades and cones down to Hargrave’s Park and down at the OHV Trail down at the parking area near the Lagoons for the Headwaters Alliance “Run Off, Run Off” event that was held on Saturday 6/4/22
- The Public Works Department set up and put away barricades for the “Donkey Dash” event that took place on Main Street on Thursday 6/11/22

Training/Education:

- A Part-Time weekend maintenance position is still available. If you know of anyone that is interested in joining the Creede Public Works Team, please encourage them to contact Scott Johnson and to complete an application.

CITY OF CREEDE, CO. 2022 STRIPING PROJECT



RoadSafe Traffic Systems, Inc.

14792 S. Heritage Crest Way

Bluffdale, Utah 84065

Estimator: Travis Halterman

Phone: M: (385) 379-2532 O: (801) 849-0050

Email: travis.halterman@roadsafetraffic.com

Project #: 220812-01P

Project Code:

Funding: CITY

State: CO

County: MINERAL

Estimate #: 220812-01P

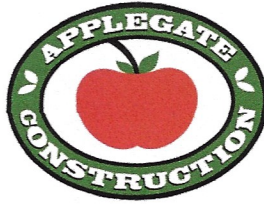
Bid Date: 08/11/2022

Date Submitted: 08/11/2022

Date Expires: 09/11/2022

Region:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15017010	MOBILIZATION	1.00	EA	250.00	250.00
27657050	PAVEMENT MARKING PAINT	35.00	GAL	58.00	2,030.00
27657050	PAVEMENT MARKING PAINT (BLUE)	63.00	GAL	58.00	3,654.00
GRAND TOTAL					5,934.00



Applegate Construction, LLC
13084 Pullen Loop
King George, VA 22485

(540) 226-9006
fax (540) 775-3035
applegateconstructionLLC@msn.com

Mr. Dan Herring, owner
Applegate Construction, LLC
VA Licensed Class A Contractor
13084 Pullen Loop
King George, VA 22485

August 9, 2022

Mr. Louis Fineberg, City Manager
P.O. Box 457
2223 N. Main St.
Creede, CO 81130

Dear Mr. Fineberg:

I am writing to recommend Dr. Short to you as a Registered Professional Engineer qualified to perform wastewater treatment plant upgrade/expansion planning, conceptual design, and final design/construction oversight services.

I've known Dr. Short for over 25 years and worked with him as a business partner and for him as a Class A Building Contractor assisting with the construction of projects that he has designed. He has on occasion provided engineering services to my business as well. Over the years we have worked on many projects together. These include:

- Wastewater treatment plant construction – I worked as a subcontractor for Dr. Short (at the time he was a Licensed Class A Building Contractor himself) on the construction of a modular wastewater treatment plant for King George County VA. Dr. Short was responsible for all the work, from site work through plant commissioning.
- Residential Design and Construction - I partnered with Dr. Short in a residential design/build company called Applegate Investment Group. AIG was founded to purchase rehab, or complete, and sell foreclosed homes during the recession of

2008. The company was modestly successful in a very difficult financial and regulatory environment. Dr. Short handled all detailed design and permitting issues for the company.

- Commercial Design and Construction – Dr. Short and I have collaborated on the design and construction of several light commercial buildings. Currently, I am serving as construction project manager for a \$900,000 two-story building that he, as owner/builder is constructing through his company SJS, Inc. as an addition to the self-storage facility that he and his wife have owned and operated for over 25 years. Dr. Short developed the preliminary design, handled all local, state and federal permitting, arranged and obtained financing for this project.

These are but three of the many projects on which Dr. Short and I have collaborated over the years. He has been at different times my business partner, employee, employer, and always my friend.

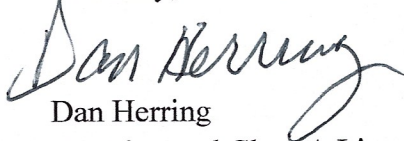
Throughout our relationship I have found Dr. Short to be willing to listen to all participants and consider input which leads to a path that makes most sense. He is thorough when it comes to “due diligence” and is very efficient with research on supporting information.

So, if you are looking for a Professional Engineer with significant experience planning and executing projects in both the private and public sector then you would make a good choice in selecting Dr. Short.

Please feel free to contact me with any questions you may have about Dr. Short’s qualifications, or my opinion of his abilities. I can be reached:

- Via Cell Phone @ 540.226.9006.
- Via e-Mail @ applegateconstructionllc@msn.com.

Sincerely,



Dan Herring

VA Licensed Class A Licensed Contractor

**CITY OF CREEDE, COLORADO
RESOLUTION NO. 2022-14**

**A RESOLUTION OF THE CITY OF CREEDE, COLORADO ADOPTING
THE OPERATION AND MAINTENANCE ADDENDUM FOR
THE WILLOW CREEK LEVEE, CREEDE, COLORADO**

WHEREAS, the Board of Trustees is desirous of completing the FEMA requirements for certification of the Willow Creek Levee; and

WHEREAS, one of the requirements for said certification is the adoption of an operations and maintenance plan.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the City of Creede, Mineral County, Colorado, that:

Section 1. The Operation and Maintenance Addendum for the Willow Creek Levee is hereby adopted.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The City Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS ____ DAY OF August 2022.

ATTEST;

CITY OF CREEDE

Sarah Efthim-Williamson, City Clerk

By _____
Jeffrey Larson, Mayor

OPERATION AND MAINTENANCE ADDENDUM FOR THE WILLOW CREEK LEVEE, CREEDE, COLORADO

Purpose and Scope

This Operation and Maintenance (O&M) manual addendum is for the Willow Creek Levee located in Creede, Colorado. It is intended to supplement the Levee Owner's Manual for Non-Federal Flood Control Works, March 2006, (USACE 2006) document to provide specific levee O&M procedures for the Willow Creek Levee. A comprehensive reading of this addendum and close adherence to the procedures prescribed for inspection, maintenance, and operation will insure successful functioning of the levee. Improper or inadequate practices for operation and maintenance may lead to structure failure during flood conditions. This addendum contains only basic O&M instructions and references the USACE 2006 levee manual for additional detail and information.

Levee Description

The Willow Creek Levee was constructed in 1950 by the United States Army Corps of Engineers (USACE) and is located along Willow Creek at the northern end of the Town of Creede, approximately 2.5 miles north of the confluence with the Rio Grande River. The levee is approximately 230 feet long, 10 feet high at the highest location, and composed of an earthen embankment covered by concrete fixed riprap on the riverside. The levee is shown to contain the one-percent annual chance flood event on Willow Creek. Failure of the levee would lead to sheet flow flooding (less than 1 foot deep) within the area protected by the levee (shown in Attachment C). The sheet flow flooding is expected to have areas of high velocities, in the range of 6 to 8 ft/s, which could cause risk to people and property. The levee does not contain any interior drainage structures, closures, pump stations, toe drains, relief wells, or other levee facilities. Additionally, there is no significant drainage area contributing to interior drainage as the local topography slopes away from the landside of the levee.

Emergency Contacts

The list of emergency contacts as well as the individuals responsible for the operation and maintenance activities listed below for the Willow Creek Levee, are outlined in Attachment A of this addendum.

Levee Operation

There is no active stream gage located on Willow Creek. Therefore, flood stage along Willow Creek is determined by the Town Manager and County Emergency Manager as outlined in Attachment A. The peak flood stage is anticipated in the spring/ early summer when there is a heavy snowpack in the Willow Creek basin. When such conditions are observed, an inspection of the levee should be completed to check for levee condition and structural stability, in addition to the normally scheduled levee inspections.

When there is information that high water is imminent, the Levee Superintendent is responsible for the immediate mobilization of the levee response team listed in Attachment A. They should form a schedule to ensure continuous levee monitoring and the rapid commencement of emergency response in case of levee overtopping or failure. The levee response team should conduct ongoing inspections of the levee, which should increase with frequency as the river stage continues to rise. As the river reaches a flood height of approximately 4-feet below the crown of the levee, at the most critical point, uninterrupted patrolling of the levee should begin and continue until water levels start to recede. Patrolling operations

should focus on locating and immediately correcting any conditions that endanger the integrity of the levee. Materials for flood fighting will be stored at the Town's public works facility.

In the unlikely event that a levee failure appears imminent, the Levee Superintendent should post a warning on the Town's website and Facebook page. The Town will use push notifications utilizing Everbridge (Reverse 911 system) via Colorado State Patrol Dispatch and Voyent Alert via the County Emergency Manager. Residents should be advised to evacuate by vehicle either east or west on State Highway 149 (see Attachment D). Residents who cannot safely evacuate are encouraged to remain in their homes. Additional response to be determined by the County Emergency Manager.

Levee Maintenance

The Town of Creede, Colorado is the local agency responsible for the operation and maintenance of the Willow Creek Levee. Maintenance is to be performed on the levee to maintain the structural integrity of the levee. The Town shall continuously provide the maintenance and inspection required to keep the levee functional. The following maintenance measures should be performed at minimum every six months as well as prior to expected high flow periods:

- Promote and maintain the growth of grasses, to between 4 to 8 inches in length, on the dry side of the levee to minimize erosion.
- Remove any vegetation growing within the riprap covered, riverside of the levee
- Exterminate burrowing animals and repair damages.
- Repair damage to riprap that has been displaced, washed out, or removed
- Repair any erosion, scarping or caving in the embankment.
- Repair any unusual settlement or sloughing of material on the crown
- Remove trash, refuse, and other objectionable materials from the levee crown and slopes.
- Visually inspect for seepage or saturated areas on the landside of the levee
- Verify no encroachments or alterations are made within the levee easement which might endanger or hinder proper and efficient functioning of the levee during emergencies.
- Access on both ends of the levee must remain clear for emergency response.

The Willow Creek Levee should be periodically inspected using the inspection checklist provided as Attachment B of this addendum. This checklist should be signed, dated, and kept on file with the Town. Periodic inspections of the levee should be performed at a minimum as follows:

- Prior to the major flood season (normally prior to April 1st)
- Immediately following each major high-water period
- At other times indicated by potential threat of flood
- At a minimum every six months

ATTACHMENT A

INDIVIDUALS AND ORGANIZATIONS ASSOCIATED WITH THE WILLOW CREEK LEVEE

For Flood Forecast Information

Snow pack information will be determined by utilizing the United States Department of Agriculture's Colorado SNOTEL data available at:

https://www.nrcs.usda.gov/Internet/WCIS/AWS_PLOTS/basinCharts/POR/WTEQ/assocHUCco_8/upper_rio_grande.html

Individual Roles and Responsibilities

Name/Title	Phone	Email	Role	Responsibility
Town Manager or Designee	(719) 658-2276 #1	manager@creedetonhall.com	Levee Superintendent	Directly in charge of organizing emergency response and operation of the levee during a flood event. Also responsible for overseeing routine maintenance activities during low flow periods.
Public Works Director	(719) 658-2276 #4	publicworks@creedetonhall.com	Assistant Levee Superintendent	Assists in the responsibilities of the Levee Superintendent and responsible for Levee Superintendent's duties when the Levee Superintendent is unable to perform them.
Emergency Manager	(719) 658-2600	mincoemc@gmail.com	Flood Warning System Forecasts	Responsible for retrieving flood forecasts.
Public Works Director	(719) 658-2276 #4	publicworks@creedetonhall.com	Maintenance Lead	Responsible for day-to-day maintenance activities.

ATTACHMENT B

INSPECTION CHECKLIST FOR THE WILLOW CREEK LEVEE

Items should be checked off as complete, under “Condition Reviewed” per the inspection schedule. Items requiring maintenance should be reported in the “Remarks” column.

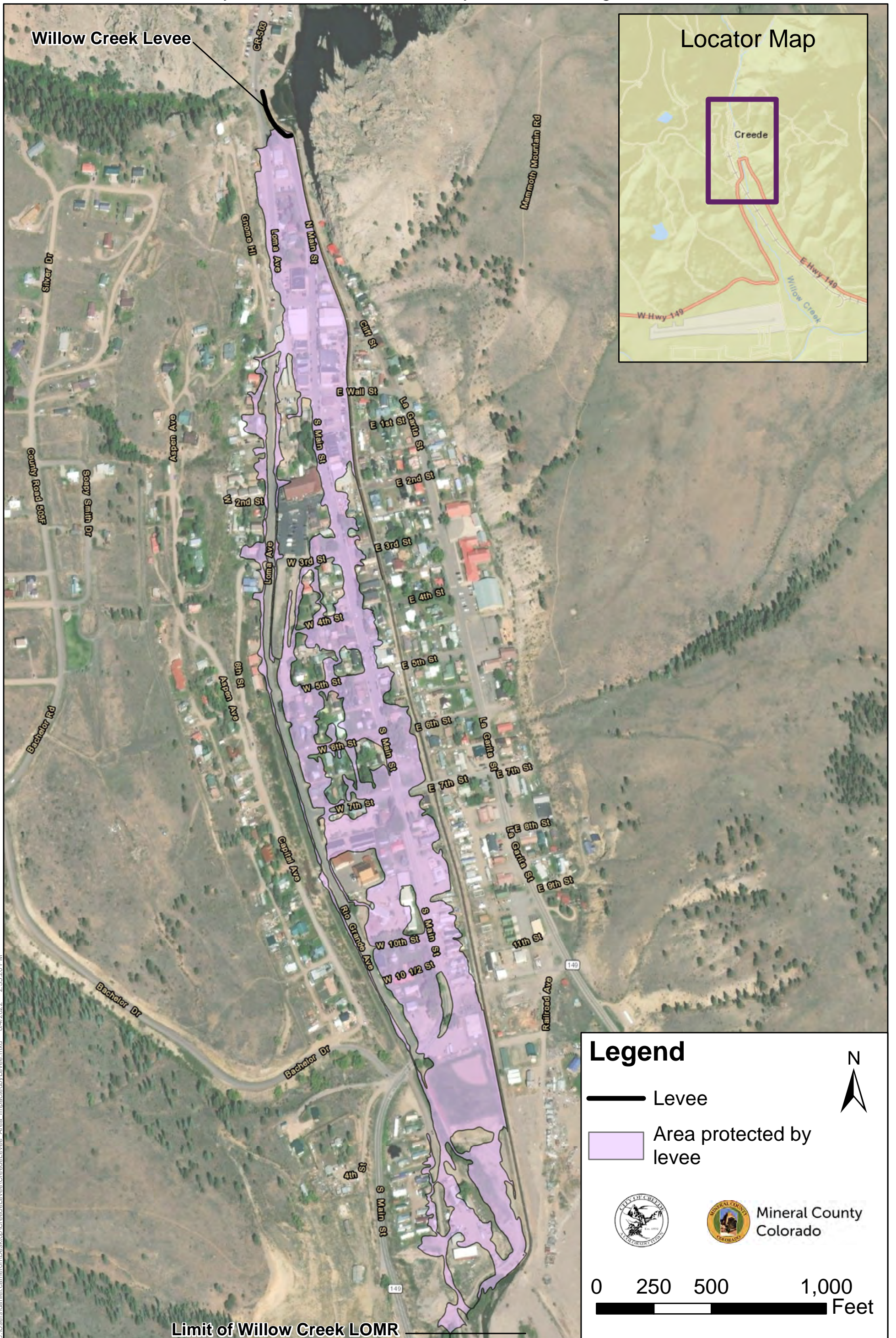
Item	Condition Reviewed	Remarks
Inspect levee for animal burrowing or insects. Exterminate all rodents or insects, fill holes, and replace grasses.		
Remove trash, drift, or debris within the easement area.		
Inspect levee right-of-way for unwanted vegetation: <ul style="list-style-type: none"> - Remove any trees or bushes within right-of-way - Spray and remove all saplings and noxious weeds - Maintain grass to between 4-8 inches in length and replace any missing cover - Remove all vegetation within the riprap on the river side of the levee. 		
Inspect all slopes for slides, sloughs, tension cracking, slope depressions, bulges, excessive erosion, or bank caving and repair if necessary.		
Inspect levee crown for settlement, rutting, and cracking and repair if necessary.		
Inspect bank conditions on the river side of the levee for caving. Verify no riprap has been displaced or cracks in the concrete grouting. If bank caving conditions are present, consult an engineer.		
Inspect for seepage, saturated areas, or sand boils. If conditions are present, consult an engineer.		
Inspect for unauthorized excavation within 250 feet on the dry and wet sides of the levee centerline. Also inspect for unauthorized encroachments in levee prism and that levee access for flood fighting is maintained.		

Inspection Performed By: _____

Date: _____

Area Impacted by Levee

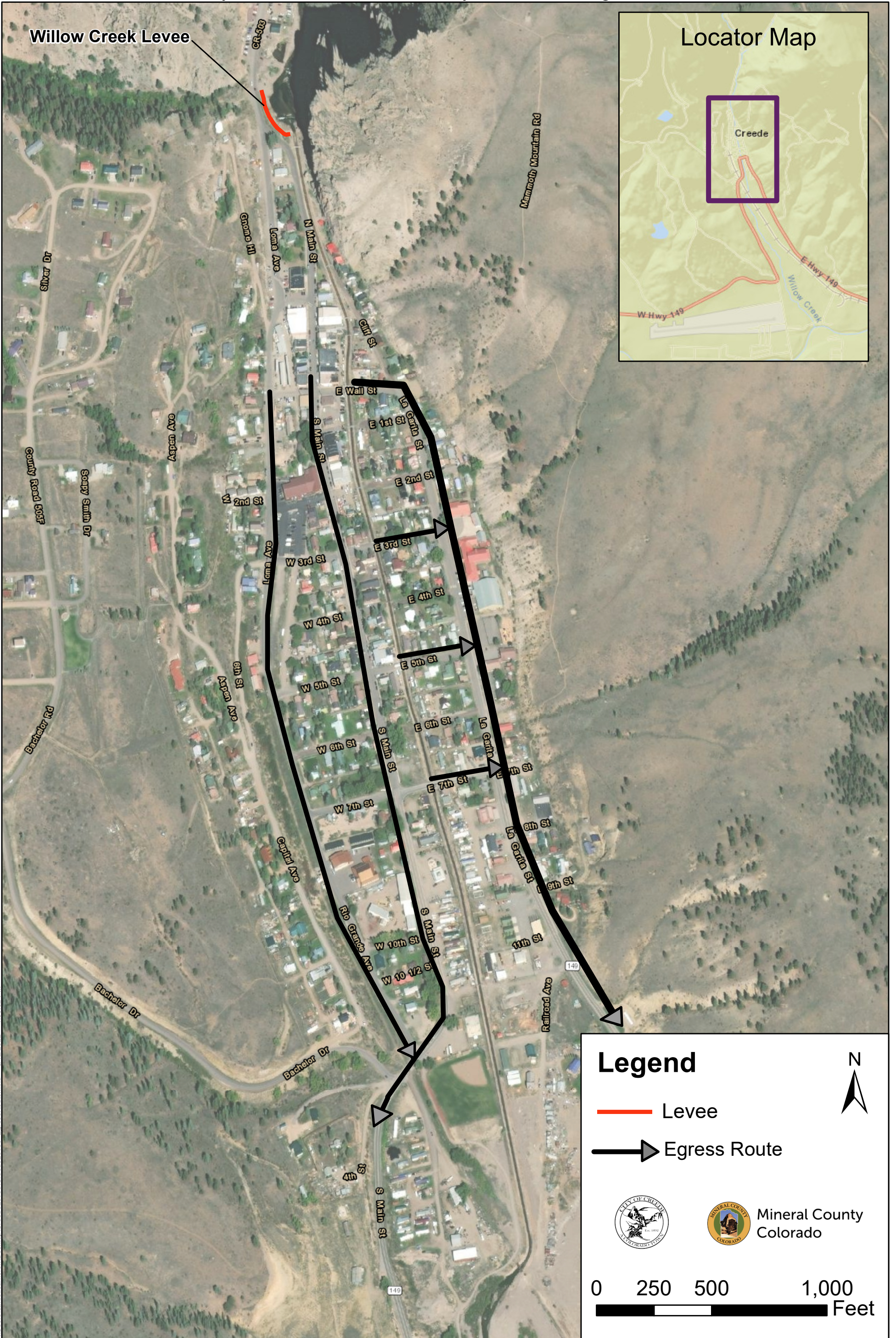
City of Creede - Mineral County, Colorado - August 2022



C:\Users\daniel.cameron\Desktop\CreedeLevee\CreedeLevee - Area Impacted by Levee.mxd 8/4/2022 2:35:20 PM

ATTACHMENT D Egress Route

City of Creede - Mineral County, Colorado - August 2022



CITY OF CREEDE, COLORADO
RESOLUTION NO. 2022-13

A RESOLUTION OF THE CITY OF CREEDE, COLORADO
APPROVING COLORADO REGION 18 OPIOD
INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Board of Trustees, has previously agreed to participate in the Colorado Opioids Settlement Memorandum of Understanding.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the City of Creede, Mineral County, Colorado, that:

Section 1. The Colorado Region 18 Opioid Intergovernmental Agreement between all Region 18 Participating Local Governments is approved

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The City Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS ____ DAY OF August 2022.

ATTEST;

CITY OF CREEDE

Sarah Efthim-Williamson, City Clerk

By _____
Jeffrey Larson, Mayor

**COLORADO REGION 18 OPIOID
INTERGOVERNMENTAL AGREEMENT**

THIS COLORADO REGION 18 OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between all Region 18 Participating Local Governments (“PLG”), as defined in the Colorado Opioids Settlement Memorandum of Understanding, individually herein known as a “Regional PLG” and collectively the “Regional PLGs.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Settlement Memorandum of Understanding on August 26, 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, this Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, pursuant to the Colorado MOU there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, this Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs as identified the attached Exhibit A, and upon execution thereof incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL.**

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the

procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council shall consist of the following:

a. **Multi-County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

- (1) 1 representative appointed by each county (can be commissioners).
- (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional Council.
- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

b. **Non-Voting Members.** Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following:

- (i) Representatives from behavioral health providers.
- (ii) Representatives from health care providers.
- (iii) Recovery/treatment experts.

- (iv) Other county or city representatives.
 - (v) A representative from the Attorney General’s Office.
 - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
 - (vii) Harm reduction experts.
- c. **Acting Chair:** The Voting Members shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair’s primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- d. **Terms:** Voting Members shall be appointed in accordance with Section 3.2 (a) and shall serve two-year terms beginning January 1, 2022. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a).
- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a). At the end of his or her term, the individual serving as the replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
 - (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional PLGs who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the

Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: The Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of the Regional Council and the Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should the Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Voting Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: Pursuant to the Colorado MOU, the Regional Council shall designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the

Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region as set forth in Section 3.10 above. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: The Regional fiscal agent may serve as long as the Regional Council determines it is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Regional Council and the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data. For purposes of the Colorado Open Records Law, the Regional fiscal agent shall be deemed the official custodian of records of the Regional Council.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. The Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: Pursuant to the Colorado MOU, as part of the Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, the Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. **DISPUTES WITHIN REGION.** In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.
7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The

Regional PLG executing this Agreement shall designate their authorized representatives upon execution of the Agreement and shall update the Regional Council in any changes to its designee.

9. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in this Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
10. **TERM.** This Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the “Term”).
11. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
12. **CONFIDENTIALITY.** The Regional PLGs, their agents, employees, representatives, and designees, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. Pursuant to Section 4.4(c) herein, the fiscal agent shall be deemed the official custodian of records for the Regional Council. Notwithstanding, the Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG or the Regional Council for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs through the Regional Council of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG

agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

13. GOVERNING LAW; VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region's fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

14. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate its participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs through its designee on the Regional Council. Termination for cause, shall be effective immediately upon written notice. Termination without cause shall be effective upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement.

15. NOTICES. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed received if given by 1) confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; 2) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; 3) or overnight carrier service or personal delivery, when received. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs

agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs through its respective designee on the Regional Council.

16. GENERAL TERMS AND CONDITIONS

- 16.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 16.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 16.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by all the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.
- 16.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 16.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

- 16.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 16.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 16.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 16.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 16.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 16.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than

the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

16.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to other PLGs at their request.

16.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

16.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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IN WITNESS WHEREOF, _____ County/City does hereto enter into the Colorado Region 18 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its representative on the Regional Council and as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2021

_____ **BOARD OF COUNTY COMMISSIONERS**

By: _____
_____, Chairman