

REGULAR MEETING

- I. CALL TO ORDER
  - II. MOMENT OF SILENCE
  - 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
  - VII. CONSENT AGENDA
    - a. Approval of minutes for the February 2, 2021 regular Board meeting;
    - b. Approval of minutes for the February 16<sup>th</sup>, 2021 special Board meeting;
  - VIII. BOARD INFORMATION ITEMS
    - a. Check Detail for February 2021;
    - b. Budget to Actual Report for February 2021;
    - c. [Parade Permit for Tuesday, March 9th 2021 by David Yarrow Photography](#)
  - IX. NEW BUSINESS
    - a. Retail Liquor License Renewal Application DR 8400 made by Kip's Grill, LLC. DBA Kip's Grill, Sky Lounge, M Lounge, Kip Nagy locate at 101 E 5th Street – retroactive approval for 2020-2021 renewal period;
    - b. Public input / information session pertaining to Phase 1 of the City of Creede Sewer Collection System Replacement Project;
    - c. Discussion and possible appointment of one Trustee to the Lower Willow Creek Reclamation Committee;
    - d. [Resolution #2021-02 "The Re-Plat of Plots 1-7, Block 36, South Creede"](#)
  - X. OLD BUSINESS
  - XI. BOARD REPORTS
  - XII. EXECUTIVE SESSION
  - XIII. ADJOURN
- 

OPEN TO THE PUBLIC

POSTED 1/29/2021

**BOARD OF TRUSTEES  
CITY OF CREEDE, COLORADO - A TOWN  
February 2, 2021**

SPECIAL MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in regular meeting session at the hour of 5:31 PM. There being present at the call of the roll the following persons:

OFFICIALS PRESENT (via either phone or video conferencing): Mayor Larson, Trustee Brink, Trustee Dooley, Trustee Hannah, Trustee O’Connel, Trustee Kehr and Trustee Wall.

Mayor Larson, presiding, declared a quorum present.

Those members of staff also present were as follows:

Louis Fineberg, Manager  
Sarah Efthim, City Clerk

APPROVAL OF AGENDA

City Clerk, Sarah Efthim-Williamson, made a couple minor changes including changing the type of meeting minutes under Consent Agenda for November 12, 2020 and January 19, 2021 from regular to special. She also requested to remove Budget to Actual reports under Board Information Items. Trustee Brink motioned to approve the agenda. Trustee O’Connell second. Motion carried unanimously.

PUBLIC COMMENT

No public comment.

PRESENTATIONS

No presentations.

CONSENT AGENDA

- a. Approval of minutes for the November 12, 2020 Special Board meeting;
- b. Approval of minutes for the January 5<sup>th</sup>, 2021 regular Board meeting;
- c. Approval of minutes for the January 19<sup>th</sup>, 2021 Special Board meeting;

Trustee Wall motioned to approve Consent Agenda. Trustee Dooley second. Motion carried unanimously.

BOARD INFORMATION ITEMS

- a. Check Detail Report for January 2021;

No comments were made.

## NEW BUSINESS

- a. Retail Liquor License Renewal Application DR 8400 made by Kip's Grill, LLC. DBA Kip's Grill, Sky Lounge, M Lounge, Kip Nagy locate at 101 E 5th Street – retroactive approval for 2019-2020 renewal period;

Trustee Dooley motioned. Trustee Hannah second. Motion carried unanimously.

- b. Discussion regarding propane vs. diesel powered generators and possible decision by the Board on which type of generator to purchase as part of the DOLA-funded grant for the development of a SCADA system and installation of emergency back-up generators at critical facilities;

Amber with SGM gave a presentation on propane vs diesel and included additional information from the questions brought at the previous meeting. Trustee Wall motioned to approve diesel powered generators. Trustee Hannah second. Trustee Wall, Hannah, Brink, O'Connell and Dooley voted yay. Trustee Kehr voted nay. Mayor Larson declared motion passed.

- c. Consideration and possible approval of a professional services agreement with Wall, Smith, Bateman Inc. for audit services for the 2020 fiscal year;

Trustee Dooley motioned to approve Wall, Smith, Bateman Inc. for audit service for 2020 fiscal year. Trustee Kehr second. Motion carried unanimously.

- d. Discussion regarding a temporary moratorium on special events to help slow the spread of COVID-19;

There was in depth discussion. Town Manager, Louis Fineberg, advised the board that the town attorney, Karen Lintott, would do more research on the subject and possibly bring a statement to include with event permits related to COVID-19 regulations for board approval at the next meeting.

## OLD BUSINESS

No Old Business.

## BOARD REPORTS

No Board Reports.

## ADJOURN

There being no further business to come before the Board, Trustee Wall motion to adjourn. Trustee Dooley second. Vote was unanimous. Mayor Larson declared adjourned at 6:52PM the motion carried.

Respectfully submitted:

/Sarah Efthim /

Sarah Efthim City Clerk

**BOARD OF TRUSTEES  
CITY OF CREEDE, COLORADO - A TOWN  
February 16, 2021**

SPECIAL MEETING

The Board of Trustees of the City of Creede - a Town, County of Mineral, State of Colorado, met in special meeting session at the hour of 5:31 PM. There being present at the call of the roll the following persons:

OFFICIALS PRESENT (via either phone or video conferencing): Mayor Larson, Trustee Brink, Trustee Dooley, Trustee Hannah, Trustee O'Connell, and Trustee Wall.

Trustee Kehr was not present.

Mayor Larson, presiding, declared a quorum present.

Those members of staff also present were as follows:

Louis Fineberg, Manager  
Sarah Efthim, City Clerk

APPROVAL OF AGENDA

Town Manager, Louis Fineberg, added item d.5 under New Business to discuss a grant opportunity from CDPHE.

Heather Greenwolf removed item b under presentations.

Trustee Dooley and Town Manager Fineberg added item h to the agenda to discuss the replacement of James Kehr on Lower Willow Creek Restoration.

PUBLIC COMMENT

Kathleen Murphy made a brief comment about the Silver Thread Scenic Byway received National Byway Designation. This puts the STSB on the national radar and opens opportunities for roadway improvements. After Presentations, Susan Madrid made a public comment regarding the increase in water/sewer utility rates.

PRESENTATIONS

- a. Headwaters Alliance - Floodplain Updates and Presentation with Aaron Sutherlin, PE with Matrix Design Group to address the issue of changing the southern end of the flume as it enters the floodplain;

Heather Greenwolf from Headwaters Alliance introduced Aaron Sutherlin with Matrix Design Group. Aaron Sutherlin gave a presentation on the LWCR project stating various designs for the flume connection to the creek and designs for the flow of LWC. Heather encouraged questions and comments to better help build the project. Discussion entailed.

- ~~b. Headwaters Alliance - Share report from Community Focus Groups completed in Fall 2020 and discuss possibility of Charette Community Planning, funded by EPA Superfund Redevelopment Funds with Skee Solutions;~~

CONSENT AGENDA

- a. Request for a parade permit for the annual farmer's market;

Trustee Wall motioned to approve permit for farmer's market. Trustee Hannah second. Motion carried unanimously.

## BOARD INFORMATION ITEMS

No Board Information Items for discussion.

## NEW BUSINESS

- a. Discussion and possible approval of revised land lease agreement with Commnet Four Corners LLC for the site of the communications facility on Gnome Hill;

There was short discussion. Trustee Brink motioned. Trustee O'Connell second. Trustee Brink, Trustee O'Connell, Trustee Hannah, and Trustee Dooley voted yay. Trustee Wall abstained due to not being previous discussions.

- b. First and possible final review of applicants to fill current vacancies (currently 2-3 vacancies) on the Town's Planning and Zoning Commission, and possible selection of same;
  - i. Avery Augur
  - ii. J. Alan Busche
  - iii. Ed Vita

Town Manager Fineberg mentioned that there is possibly three vacancies as it is uncertain if Dax Haus (a current P&Z commissioner) is available for virtual meetings. Trustee Hannah recommended not filling his seat at this time and to only appoint for the two vacancies. Trustee Wall motioned to appoint Avery Augur and J. Alan Busche. Trustee Dooley second. Motion carried unanimously.

- c. Discussion regarding the possible submission of a Citizens' Institute on Rural Design technical assistance grant request to the National Endowment for the Arts;

Town Manager Fineberg gave a brief presentation regarding the grant that could aid the site planning for the Quiller Center for the Arts. Trustee Dooley was in favor of letting Fineberg proceed with the submission. There was no objection or other comments from other board members.

- d. Discussion regarding the possible submission of a DOLA EIAF grant in the amount of \$200,000 for Phase 1B of the Town's Sewer Collection System Replacement Project;
- d.5. Discussion regarding a grant opportunity from CDPHE

Town Manager Fineberg gave a brief presentation on both grant applications.

Fineberg mentioned how the City did not receive total funds requested from the DOLA grant that was applied for back in October 2020. Due to this, DOLA advised the City should break up their original Phase 1 plan into three subphases. The first subphase would be reimbursed with the most recent DOLA grant award. The second subphase could be reimbursed from the next round of DOLA grants (March 2021).

Fineberg then went on to discussing how the CDPHE grant could help reimburse subphase three and keep the Town's Sewer Collection System Replacement Project on track for summer 2021.

There was discussion. Trustee Dooley motioned to apply for both the CDPHE and DOLA grants. Trustee Brink second. Motion carried unanimously.

- e. Discussion regarding the possible implementation of a film permit for the City of Creede;

There was discussion. Trustee Dooley motioned to approve the application. Trustee O'Connell second. Motion carried unanimously.

- f. Discussion regarding the possible implementation of a business license application for all new business in the City of Creede;

There was discussion. Trustee Wall requested to table the item until Town Manger Fineberg provided more application examples.

- g. Discussion regarding possible outside employment of the City Manager;

Town Manager Fineberg gave a brief explanation regarding the Town of Moffat searching for temporary assistance. Trustee Hannah, Trustee O'Connell and Trustee Brink opposed to amendment Fineberg's contract to seek additional outside employment.

- h. James Kehr replacement on Lower Willow Creek Restoration Committee.

Mayor Larson explained that James Kehr is withdrawing from LWCRC. Mayor Larson requested the replacement be discussed at the next meeting. There was no further discussion.

#### OLD BUSINESS

No Old Business.

#### BOARD REPORTS

No Board Reports.

#### ADJOURN

There being no further business to come before the Board, Trustee Wall motion to adjourn. Trustee Wall second. Vote was unanimous. Mayor Larson declared adjourned at 7:08PM the motion carried.

Respectfully submitted:

/Sarah Efthim /

Sarah Efthim City Clerk



# PARADE PERMIT APPLICATION

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

Name: Antony dl Lorenzo

Address: 121 Sloane Street, LONDON, SW1X 9BW

Business/Organization (if applicable): David Yarrow Photography

Phone: 0044 7801 754807 Email: antony@davidyarrowphotography.com

Parade Date: 9th March 2021 Parade Time (please allow for set-up and take-down): 1pm - 6.30pm

Parade Route Begins: Junction of North Main Street and Wall Street

Parade Route Ends: North Main Street 20 yards past the Sheriff's Office

Planned Road Closures: As above

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 25

Responsible Parties for Barricade Set-up & Removal:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Applicant  
  
1st March 2021  
Date

City Clerk  
  
03/01/2021  
Date

SHERIFF'S DEPARTMENT NOTIFICATION: \_\_\_\_\_  
Text \_\_\_\_\_  
Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: \_\_\_\_\_  
Date

### FOR ADMINISTRATIVE USE ONLY

Application Received March 1, 2021 Fee \_\_\_\_\_ Date Paid \_\_\_\_\_

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

Board of Trustees Meeting Date March 2, 2021

Approved by Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk





## City of Creede; A Colorado Town

## Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
ACH	02/10/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-688.12
			98721-01/1220	1230 · Retirement -...	-344.06	344.06
			98721-01/1220	1230 · Retirement -...	-344.06	344.06
TOTAL					-688.12	688.12
ACH	02/10/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-689.24
			98721-01/1220	1230 · Retirement -...	-344.62	344.62
			98721-01/1220	1230 · Retirement -...	-344.62	344.62
TOTAL					-689.24	689.24
ACH	02/10/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-689.24
			98721-01/1220	1230 · Retirement -...	-344.62	344.62
			98721-01/1220	1230 · Retirement -...	-344.62	344.62
TOTAL					-689.24	689.24
ACH	02/11/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-766.96
			98721-01/1220	1230 · Retirement -...	-383.48	383.48
			98721-01/1220	1230 · Retirement -...	-383.48	383.48
TOTAL					-766.96	766.96
ACH	02/11/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-754.32
			98721-01/1220	1230 · Retirement -...	-377.16	377.16
			98721-01/1220	1230 · Retirement -...	-377.16	377.16
TOTAL					-754.32	754.32
ACH	02/11/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-780.68
			98721-01/1220	1230 · Retirement -...	-390.34	390.34
			98721-01/1220	1230 · Retirement -...	-390.34	390.34
TOTAL					-780.68	780.68
ACH	02/11/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-796.58
			98721-01/1220	1230 · Retirement -...	-398.29	398.29
			98721-01/1220	1230 · Retirement -...	-398.29	398.29
TOTAL					-796.58	796.58
ACH	02/11/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-814.06
			98721-01/1220	1230 · Retirement -...	-407.03	407.03
			98721-01/1220	1230 · Retirement -...	-407.03	407.03
TOTAL					-814.06	814.06
ACH	02/11/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-100.00
			98721-01/1220	1231 · 457 Plan wit...	-100.00	100.00
TOTAL					-100.00	100.00
ACH	02/16/2021	AFLAC	BJB74	1000.01 · General ...		-63.24
			BJB74	1215 · Aflac Liability	-63.24	63.24
TOTAL					-63.24	63.24

**City of Creede; A Colorado Town**  
**Check Detail**  
 February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
ACH	02/16/2021	CEBT	City of Creede, 32705SG	1000.01 · General ...		-7,637.38
			City of Creede, 32705SG	1220 · Health Insur...	-7,236.00	7,236.00
			City of Creede, 32705SG	1240 · Dental/Life/A...	-401.38	401.38
TOTAL					-7,637.38	7,637.38
E-pay	02/02/2021	United States Trea...	84-6000575 QB Tracking # 66842450	1000.01 · General ...		-39.78
			84-6000575 QB Tracking # 66842450	1210.03 · Fica/Medi...	-16.12	16.12
			84-6000575 QB Tracking # 66842450	1210.02 · Fica/Medi...	-16.12	16.12
			84-6000575 QB Tracking # 66842450	1210.03 · Fica/Medi...	-3.77	3.77
			84-6000575 QB Tracking # 66842450	1210.02 · Fica/Medi...	-3.77	3.77
TOTAL					-39.78	39.78
E-pay	02/16/2021	United States Trea...	84-6000575 QB Tracking # -1205086042	1000.01 · General ...		-3,671.54
			84-6000575 QB Tracking # -1205086042	1210.01 · Federal t...	-1,344.00	1,344.00
			84-6000575 QB Tracking # -1205086042	1210.03 · Fica/Medi...	-943.19	943.19
			84-6000575 QB Tracking # -1205086042	1210.02 · Fica/Medi...	-943.19	943.19
			84-6000575 QB Tracking # -1205086042	1210.03 · Fica/Medi...	-220.58	220.58
			84-6000575 QB Tracking # -1205086042	1210.02 · Fica/Medi...	-220.58	220.58
TOTAL					-3,671.54	3,671.54
E-pay	02/16/2021	United States Trea...	84-6000575 QB Tracking # -1202005042	1000.01 · General ...		-225.76
			84-6000575 QB Tracking # -1202005042	1210.01 · Federal t...	-9.00	9.00
			84-6000575 QB Tracking # -1202005042	1210.03 · Fica/Medi...	-87.87	87.87
			84-6000575 QB Tracking # -1202005042	1210.02 · Fica/Medi...	-87.87	87.87
			84-6000575 QB Tracking # -1202005042	1210.03 · Fica/Medi...	-20.51	20.51
			84-6000575 QB Tracking # -1202005042	1210.02 · Fica/Medi...	-20.51	20.51
TOTAL					-225.76	225.76
E-pay	02/17/2021	United States Trea...	84-6000575 QB Tracking # -1096800042	1000.01 · General ...		-3,609.86
			84-6000575 QB Tracking # -1096800042	1210.01 · Federal t...	-1,311.00	1,311.00
			84-6000575 QB Tracking # -1096800042	1210.03 · Fica/Medi...	-931.57	931.57
			84-6000575 QB Tracking # -1096800042	1210.02 · Fica/Medi...	-931.57	931.57
			84-6000575 QB Tracking # -1096800042	1210.03 · Fica/Medi...	-217.86	217.86
			84-6000575 QB Tracking # -1096800042	1210.02 · Fica/Medi...	-217.86	217.86
TOTAL					-3,609.86	3,609.86
12115	02/19/2021	GWRS (CCOERA)	98721-01/1220	1000.01 · General ...		-797.56
			98721-01/1220	1230 · Retirement -...	-398.78	398.78
			98721-01/1220	1230 · Retirement -...	-398.78	398.78
TOTAL					-797.56	797.56
12117	02/25/2021	CEBT	City of Creede, 32705SG	1000.01 · General ...		-7,637.38
			City of Creede, 32705SG	1220 · Health Insur...	-7,236.00	7,236.00
			City of Creede, 32705SG	1240 · Dental/Life/A...	-401.38	401.38
TOTAL					-7,637.38	7,637.38

City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12892	02/05/2021	Charles A Pilant		1000.01 · General ...		-1,023.92
				8910 · Salary Expe...	-602.55	602.55
				8910 · Salary Expe...	-602.55	602.55
				8910 · Salary Expe...	-15.45	15.45
				8910 · Salary Expe...	-15.45	15.45
				8910 · Salary Expe...	-57.95	57.95
				8910 · Salary Expe...	-57.95	57.95
				1230 · Retirement -...	40.56	-40.56
				8960 · Retirement ...	-20.28	20.28
				8960 · Retirement ...	-20.28	20.28
				1230 · Retirement -...	40.56	-40.56
				8970 · Benefit Insur...	-201.00	201.00
				8970 · Benefit Insur...	-201.00	201.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-10.74	10.74
				8970 · Benefit Insur...	-10.75	10.75
				1240 · Dental/Life/A...	21.49	-21.49
				1210.01 · Federal t...	131.00	-131.00
				8950 · Payroll Tax	-41.91	41.91
				8950 · Payroll Tax	-41.91	41.91
				1210.03 · Fica/Medi...	83.82	-83.82
				1210.02 · Fica/Medi...	83.82	-83.82
				8950 · Payroll Tax	-9.80	9.80
				8950 · Payroll Tax	-9.80	9.80
				1210.03 · Fica/Medi...	19.60	-19.60
				1210.02 · Fica/Medi...	19.60	-19.60
				1210.04 · State with...	53.00	-53.00
				8950 · Payroll Tax	-2.02	2.02
				8950 · Payroll Tax	-2.03	2.03
				1210.08 · Suta tax ...	4.05	-4.05
TOTAL					-1,023.92	1,023.92
12893	02/05/2021	Hendrik J. Shullts		1000.01 · General ...		-1,053.02
				8910 · Salary Expe...	-576.80	576.80
				8910 · Salary Expe...	-576.80	576.80
				8910 · Salary Expe...	-91.93	91.93
				8910 · Salary Expe...	-91.93	91.93
				8970 · Benefit Insur...	-201.00	201.00
				8970 · Benefit Insur...	-201.00	201.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-11.20	11.20
				8970 · Benefit Insur...	-11.20	11.20
				1240 · Dental/Life/A...	22.40	-22.40
				8960 · Retirement ...	-20.06	20.06
				8960 · Retirement ...	-20.06	20.06
				1230 · Retirement -...	40.12	-40.12
				1230 · Retirement -...	40.12	-40.12
				1210.01 · Federal t...	90.00	-90.00
				8950 · Payroll Tax	-41.46	41.46
				8950 · Payroll Tax	-41.46	41.46
				1210.03 · Fica/Medi...	82.92	-82.92
				1210.02 · Fica/Medi...	82.92	-82.92
				8950 · Payroll Tax	-9.70	9.70
				8950 · Payroll Tax	-9.70	9.70
				1210.03 · Fica/Medi...	19.40	-19.40
				1210.02 · Fica/Medi...	19.40	-19.40
				1210.04 · State with...	52.00	-52.00
				8950 · Payroll Tax	-2.00	2.00
				8950 · Payroll Tax	-2.01	2.01
				1210.08 · Suta tax ...	4.01	-4.01
TOTAL					-1,053.02	1,053.02

## City of Creede; A Colorado Town

## Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12894	02/05/2021	Jack Dawson		1000.01 · General ...		-312.51
				8910 · Salary Expe...	-174.07	174.07
				8910 · Salary Expe...	-174.07	174.07
				8950 · Payroll Tax	-10.79	10.79
				8950 · Payroll Tax	-10.79	10.79
				1210.03 · Fica/Medi...	21.58	-21.58
				1210.02 · Fica/Medi...	21.58	-21.58
				8950 · Payroll Tax	-2.52	2.52
				8950 · Payroll Tax	-2.53	2.53
				1210.03 · Fica/Medi...	5.05	-5.05
				1210.02 · Fica/Medi...	5.05	-5.05
				1210.04 · State with...	9.00	-9.00
				8950 · Payroll Tax	-0.52	0.52
				8950 · Payroll Tax	-0.53	0.53
				1210.08 · Suta tax ...	1.05	-1.05
TOTAL					-312.51	312.51
12895	02/05/2021	Kathryn Short Ash		1000.01 · General ...		-976.01
				8910 · Salary Expe...	-1,264.92	1,264.92
				8970 · Benefit Insur...	-402.00	402.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-22.40	22.40
				1240 · Dental/Life/A...	22.40	-22.40
				8960 · Retirement ...	-37.95	37.95
				1230 · Retirement -...	37.95	-37.95
				1230 · Retirement -...	37.95	-37.95
				1215 · Aflac Liability	31.62	-31.62
				1210.01 · Federal t...	78.00	-78.00
				8950 · Payroll Tax	-76.46	76.46
				1210.03 · Fica/Medi...	76.46	-76.46
				1210.02 · Fica/Medi...	76.46	-76.46
				8950 · Payroll Tax	-17.88	17.88
				1210.03 · Fica/Medi...	17.88	-17.88
				1210.02 · Fica/Medi...	17.88	-17.88
				1210.04 · State with...	47.00	-47.00
				8950 · Payroll Tax	-3.70	3.70
				1210.08 · Suta tax ...	3.70	-3.70
TOTAL					-976.01	976.01
12896	02/05/2021	Kelvin Walker		1000.01 · General ...		-129.84
				8910 · Salary Expe...	-70.30	70.30
				8910 · Salary Expe...	-70.30	70.30
				8950 · Payroll Tax	-4.36	4.36
				8950 · Payroll Tax	-4.36	4.36
				1210.03 · Fica/Medi...	8.72	-8.72
				1210.02 · Fica/Medi...	8.72	-8.72
				8950 · Payroll Tax	-1.02	1.02
				8950 · Payroll Tax	-1.02	1.02
				1210.03 · Fica/Medi...	2.04	-2.04
				1210.02 · Fica/Medi...	2.04	-2.04
				8950 · Payroll Tax	-0.21	0.21
				8950 · Payroll Tax	-0.21	0.21
				1210.08 · Suta tax ...	0.42	-0.42
TOTAL					-129.84	129.84

## City of Creede; A Colorado Town

## Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12897	02/05/2021	Kristeen M Lopez		1000.01 · General ...		-1,029.55
				8910 · Salary Expe...	-1,188.46	1,188.46
				8970 · Benefit Insur...	-402.00	402.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-22.40	22.40
				1240 · Dental/Life/A...	22.40	-22.40
				1210.01 · Federal t...	21.00	-21.00
				8950 · Payroll Tax	-73.68	73.68
				1210.03 · Fica/Medi...	73.68	-73.68
				1210.02 · Fica/Medi...	73.68	-73.68
				8950 · Payroll Tax	-17.23	17.23
				1210.03 · Fica/Medi...	17.23	-17.23
				1210.02 · Fica/Medi...	17.23	-17.23
				1210.04 · State with...	47.00	-47.00
				8950 · Payroll Tax	-3.57	3.57
				1210.08 · Suta tax ...	3.57	-3.57
TOTAL					-1,029.55	1,029.55
12898	02/05/2021	Louis Fineberg		1000.01 · General ...		-2,150.37
				8910 · Salary Expe...	-2,295.22	2,295.22
				8910 · Salary Expe...	-765.07	765.07
				8960 · Retirement ...	-68.86	68.86
				8960 · Retirement ...	-22.95	22.95
				1230 · Retirement -...	91.81	-91.81
				1230 · Retirement -...	91.81	-91.81
				8970 · Benefit Insur...	-301.50	301.50
				8970 · Benefit Insur...	-100.50	100.50
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-16.80	16.80
				8970 · Benefit Insur...	-5.60	5.60
				1240 · Dental/Life/A...	22.40	-22.40
				1210.01 · Federal t...	456.00	-456.00
				8950 · Payroll Tax	-142.30	142.30
				8950 · Payroll Tax	-47.44	47.44
				1210.03 · Fica/Medi...	189.74	-189.74
				1210.02 · Fica/Medi...	189.74	-189.74
				8950 · Payroll Tax	-33.28	33.28
				8950 · Payroll Tax	-11.09	11.09
				1210.03 · Fica/Medi...	44.37	-44.37
				1210.02 · Fica/Medi...	44.37	-44.37
				1210.04 · State with...	128.00	-128.00
				8950 · Payroll Tax	-6.89	6.89
				8950 · Payroll Tax	-2.30	2.30
				1210.08 · Suta tax ...	9.19	-9.19
TOTAL					-2,150.37	2,150.37
12899	02/05/2021	Madeline Westbro...		1000.01 · General ...		-917.96
				8910 · Salary Expe...	-865.39	865.39
				8910 · Salary Expe...	-288.46	288.46
				8970 · Benefit Insur...	-301.50	301.50
				8970 · Benefit Insur...	-100.50	100.50
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-16.80	16.80
				8970 · Benefit Insur...	-5.60	5.60
				1240 · Dental/Life/A...	22.40	-22.40
				1230 · Retirement -...	34.62	-34.62
				8960 · Retirement ...	-25.96	25.96
				8960 · Retirement ...	-8.66	8.66
				1230 · Retirement -...	34.62	-34.62
				1210.01 · Federal t...	69.00	-69.00
				8950 · Payroll Tax	-53.65	53.65
				8950 · Payroll Tax	-17.89	17.89
				1210.03 · Fica/Medi...	71.54	-71.54
				1210.02 · Fica/Medi...	71.54	-71.54
				8950 · Payroll Tax	-12.55	12.55
				8950 · Payroll Tax	-4.18	4.18
				1210.03 · Fica/Medi...	16.73	-16.73
				1210.02 · Fica/Medi...	16.73	-16.73
				1210.04 · State with...	44.00	-44.00
				8950 · Payroll Tax	-2.59	2.59

City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				8950 · Payroll Tax	-0.87	0.87
				1210.08 · Suta tax ...	3.46	-3.46
TOTAL					-917.96	917.96
<b>12900</b>	<b>02/05/2021</b>	<b>Sarah Efthim</b>		<b>1000.01 · General ...</b>		<b>-1,220.85</b>
				8910 · Salary Expe...	-1,188.46	1,188.46
				8910 · Salary Expe...	-396.16	396.16
				8970 · Benefit Insur...	-301.50	301.50
				8970 · Benefit Insur...	-100.50	100.50
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-16.80	16.80
				8970 · Benefit Insur...	-5.60	5.60
				1240 · Dental/Life/A...	22.40	-22.40
				1230 · Retirement -...	47.54	-47.54
				8960 · Retirement ...	-35.65	35.65
				8960 · Retirement ...	-11.89	11.89
				1230 · Retirement -...	47.54	-47.54
				1210.01 · Federal t...	139.00	-139.00
				8950 · Payroll Tax	-73.69	73.69
				8950 · Payroll Tax	-24.56	24.56
				1210.03 · Fica/Medi...	98.25	-98.25
				1210.02 · Fica/Medi...	98.25	-98.25
				8950 · Payroll Tax	-17.23	17.23
				8950 · Payroll Tax	-5.75	5.75
				1210.03 · Fica/Medi...	22.98	-22.98
				1210.02 · Fica/Medi...	22.98	-22.98
				1210.04 · State with...	56.00	-56.00
				8950 · Payroll Tax	-3.56	3.56
				8950 · Payroll Tax	-1.19	1.19
				1210.08 · Suta tax ...	4.75	-4.75
TOTAL					-1,220.85	1,220.85
<b>12901</b>	<b>02/05/2021</b>	<b>Scott W Leggitt</b>		<b>1000.01 · General ...</b>		<b>-1,113.32</b>
				8910 · Salary Expe...	-621.78	621.78
				8910 · Salary Expe...	-621.78	621.78
				8910 · Salary Expe...	-72.69	72.69
				8910 · Salary Expe...	-72.69	72.69
				8910 · Salary Expe...	-24.23	24.23
				8910 · Salary Expe...	-24.23	24.23
				1230 · Retirement -...	43.12	-43.12
				8960 · Retirement ...	-21.56	21.56
				8960 · Retirement ...	-21.56	21.56
				1230 · Retirement -...	43.12	-43.12
				8970 · Benefit Insur...	-201.00	201.00
				8970 · Benefit Insur...	-201.00	201.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-11.20	11.20
				8970 · Benefit Insur...	-11.20	11.20
				1240 · Dental/Life/A...	22.40	-22.40
				1210.01 · Federal t...	122.00	-122.00
				8950 · Payroll Tax	-44.56	44.56
				8950 · Payroll Tax	-44.56	44.56
				1210.03 · Fica/Medi...	89.12	-89.12
				1210.02 · Fica/Medi...	89.12	-89.12
				8950 · Payroll Tax	-10.42	10.42
				8950 · Payroll Tax	-10.42	10.42
				1210.03 · Fica/Medi...	20.84	-20.84
				1210.02 · Fica/Medi...	20.84	-20.84
				1210.04 · State with...	49.00	-49.00
				8950 · Payroll Tax	-2.15	2.15
				8950 · Payroll Tax	-2.16	2.16
				1210.08 · Suta tax ...	4.31	-4.31
TOTAL					-1,113.32	1,113.32

## City of Creede; A Colorado Town

## Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12902	02/05/2021	Walter S Johnson		1000.01 · General ...		-1,787.79
				8910 · Salary Expe...	-1,188.46	1,188.46
				8910 · Salary Expe...	-1,188.46	1,188.46
				8970 · Benefit Insur...	-402.00	402.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-22.40	22.40
				1240 · Dental/Life/A...	22.40	-22.40
				1230 · Retirement -...	71.31	-71.31
				8960 · Retirement ...	-71.31	71.31
				1230 · Retirement -...	71.31	-71.31
				1210.01 · Federal t...	238.00	-238.00
				8950 · Payroll Tax	-147.36	147.36
				1210.03 · Fica/Medi...	147.36	-147.36
				1210.02 · Fica/Medi...	147.36	-147.36
				8950 · Payroll Tax	-34.46	34.46
				1210.03 · Fica/Medi...	34.46	-34.46
				1210.02 · Fica/Medi...	34.46	-34.46
				1210.04 · State with...	98.00	-98.00
				8950 · Payroll Tax	-7.13	7.13
				1210.08 · Suta tax ...	7.13	-7.13
TOTAL					-1,787.79	1,787.79
12916	02/15/2021	Dana D Brink		1000.01 · General ...		-153.92
				8910 · Salary Expe...	-166.67	166.67
				8950 · Payroll Tax	-10.34	10.34
				1210.03 · Fica/Medi...	10.34	-10.34
				1210.02 · Fica/Medi...	10.34	-10.34
				8950 · Payroll Tax	-2.41	2.41
				1210.03 · Fica/Medi...	2.41	-2.41
				1210.02 · Fica/Medi...	2.41	-2.41
				8950 · Payroll Tax	-0.50	0.50
				1210.08 · Suta tax ...	0.50	-0.50
TOTAL					-153.92	153.92
12917	02/15/2021	Jack Wyatt Hannah		1000.01 · General ...		-153.92
				8910 · Salary Expe...	-166.67	166.67
				8950 · Payroll Tax	-10.34	10.34
				1210.03 · Fica/Medi...	10.34	-10.34
				1210.02 · Fica/Medi...	10.34	-10.34
				8950 · Payroll Tax	-2.41	2.41
				1210.03 · Fica/Medi...	2.41	-2.41
				1210.02 · Fica/Medi...	2.41	-2.41
				8950 · Payroll Tax	-0.50	0.50
				1210.08 · Suta tax ...	0.50	-0.50
TOTAL					-153.92	153.92
12918	02/15/2021	James Kehr		1000.01 · General ...		-153.92
				8910 · Salary Expe...	-166.67	166.67
				8950 · Payroll Tax	-10.34	10.34
				1210.03 · Fica/Medi...	10.34	-10.34
				1210.02 · Fica/Medi...	10.34	-10.34
				8950 · Payroll Tax	-2.41	2.41
				1210.03 · Fica/Medi...	2.41	-2.41
				1210.02 · Fica/Medi...	2.41	-2.41
				8950 · Payroll Tax	-0.50	0.50
				1210.08 · Suta tax ...	0.50	-0.50
TOTAL					-153.92	153.92

City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12919	02/15/2021	Jeffrey A Larson		1000.01 · General ...		-371.79
				8910 · Salary Expe...	-416.67	416.67
				1210.01 · Federal t...	9.00	-9.00
				8950 · Payroll Tax	-25.84	25.84
				1210.03 · Fica/Medi...	25.84	-25.84
				1210.02 · Fica/Medi...	25.84	-25.84
				8950 · Payroll Tax	-6.04	6.04
				1210.03 · Fica/Medi...	6.04	-6.04
				1210.02 · Fica/Medi...	6.04	-6.04
				1210.04 · State with...	4.00	-4.00
				8950 · Payroll Tax	-1.25	1.25
				1210.08 · Suta tax ...	1.25	-1.25
TOTAL					-371.79	371.79
12920	02/15/2021	Joel E Oconnell		1000.01 · General ...		-153.92
				8910 · Salary Expe...	-166.67	166.67
				8950 · Payroll Tax	-10.33	10.33
				1210.03 · Fica/Medi...	10.33	-10.33
				1210.02 · Fica/Medi...	10.33	-10.33
				8950 · Payroll Tax	-2.42	2.42
				1210.03 · Fica/Medi...	2.42	-2.42
				1210.02 · Fica/Medi...	2.42	-2.42
				8950 · Payroll Tax	-0.50	0.50
				1210.08 · Suta tax ...	0.50	-0.50
TOTAL					-153.92	153.92
12921	02/15/2021	Lori G. Dooley		1000.01 · General ...		-153.92
				8910 · Salary Expe...	-166.67	166.67
				8950 · Payroll Tax	-10.34	10.34
				1210.03 · Fica/Medi...	10.34	-10.34
				1210.02 · Fica/Medi...	10.34	-10.34
				8950 · Payroll Tax	-2.41	2.41
				1210.03 · Fica/Medi...	2.41	-2.41
				1210.02 · Fica/Medi...	2.41	-2.41
				8950 · Payroll Tax	-0.50	0.50
				1210.08 · Suta tax ...	0.50	-0.50
TOTAL					-153.92	153.92
12922	02/15/2021	Teresa Wall		1000.01 · General ...		-153.92
				8910 · Salary Expe...	-166.67	166.67
				8950 · Payroll Tax	-10.34	10.34
				1210.03 · Fica/Medi...	10.34	-10.34
				1210.02 · Fica/Medi...	10.34	-10.34
				8950 · Payroll Tax	-2.41	2.41
				1210.03 · Fica/Medi...	2.41	-2.41
				1210.02 · Fica/Medi...	2.41	-2.41
				8950 · Payroll Tax	-0.50	0.50
				1210.08 · Suta tax ...	0.50	-0.50
TOTAL					-153.92	153.92
12923	02/19/2021	Charles A Pilant		1000.01 · General ...		-938.37
				8910 · Salary Expe...	-567.79	567.79
				8910 · Salary Expe...	-567.79	567.79
				8910 · Salary Expe...	-50.21	50.21
				8910 · Salary Expe...	-50.21	50.21
				1230 · Retirement -...	37.08	-37.08
				8960 · Retirement ...	-18.54	18.54
				8960 · Retirement ...	-18.54	18.54
				1230 · Retirement -...	37.08	-37.08
				8970 · Benefit Insur...	-201.00	201.00
				8970 · Benefit Insur...	-201.00	201.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-10.74	10.74
				8970 · Benefit Insur...	-10.75	10.75
				1240 · Dental/Life/A...	21.49	-21.49
				1210.01 · Federal t...	118.00	-118.00



City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				8950 · Payroll Tax	-38.31	38.31
				8950 · Payroll Tax	-38.32	38.32
				1210.03 · Fica/Medi...	76.63	-76.63
				1210.02 · Fica/Medi...	76.63	-76.63
				8950 · Payroll Tax	-8.96	8.96
				8950 · Payroll Tax	-8.96	8.96
				1210.03 · Fica/Medi...	17.92	-17.92
				1210.02 · Fica/Medi...	17.92	-17.92
				1210.04 · State with...	48.00	-48.00
				8950 · Payroll Tax	-1.85	1.85
				8950 · Payroll Tax	-1.86	1.86
				1210.08 · Suta tax ...	3.71	-3.71
TOTAL					-938.37	938.37
12924	02/19/2021	Hendrik J. Shullts		1000.01 · General ...		-989.72
				8910 · Salary Expe...	-547.96	547.96
				8910 · Salary Expe...	-547.96	547.96
				8910 · Salary Expe...	-48.67	48.67
				8910 · Salary Expe...	-48.67	48.67
				8910 · Salary Expe...	-28.84	28.84
				8910 · Salary Expe...	-28.84	28.84
				8970 · Benefit Insur...	-201.00	201.00
				8970 · Benefit Insur...	-201.00	201.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-11.20	11.20
				8970 · Benefit Insur...	-11.20	11.20
				1240 · Dental/Life/A...	22.40	-22.40
				8960 · Retirement ...	-18.76	18.76
				8960 · Retirement ...	-18.77	18.77
				1230 · Retirement -...	37.53	-37.53
				1230 · Retirement -...	37.53	-37.53
				1210.01 · Federal t...	80.00	-80.00
				8950 · Payroll Tax	-38.78	38.78
				8950 · Payroll Tax	-38.78	38.78
				1210.03 · Fica/Medi...	77.56	-77.56
				1210.02 · Fica/Medi...	77.56	-77.56
				8950 · Payroll Tax	-9.06	9.06
				8950 · Payroll Tax	-9.07	9.07
				1210.03 · Fica/Medi...	18.13	-18.13
				1210.02 · Fica/Medi...	18.13	-18.13
				1210.04 · State with...	48.00	-48.00
				8950 · Payroll Tax	-1.87	1.87
				8950 · Payroll Tax	-1.88	1.88
				1210.08 · Suta tax ...	3.75	-3.75
TOTAL					-989.72	989.72
12925	02/19/2021	Jack Dawson		1000.01 · General ...		-312.50
				8910 · Salary Expe...	-174.07	174.07
				8910 · Salary Expe...	-174.07	174.07
				8950 · Payroll Tax	-10.79	10.79
				8950 · Payroll Tax	-10.80	10.80
				1210.03 · Fica/Medi...	21.59	-21.59
				1210.02 · Fica/Medi...	21.59	-21.59
				8950 · Payroll Tax	-2.52	2.52
				8950 · Payroll Tax	-2.53	2.53
				1210.03 · Fica/Medi...	5.05	-5.05
				1210.02 · Fica/Medi...	5.05	-5.05
				1210.04 · State with...	9.00	-9.00
				8950 · Payroll Tax	-0.52	0.52
				8950 · Payroll Tax	-0.52	0.52
				1210.08 · Suta tax ...	1.04	-1.04
TOTAL					-312.50	312.50
12926	02/19/2021	Kathryn Short Ash	VOID:	1000.01 · General ...		0.00
TOTAL					0.00	0.00

## City of Creede; A Colorado Town

## Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12927	02/19/2021	Kelvin Walker		1000.01 · General ...		-225.72
				8910 · Salary Expe...	-124.37	124.37
				8910 · Salary Expe...	-124.37	124.37
				8950 · Payroll Tax	-7.71	7.71
				8950 · Payroll Tax	-7.71	7.71
				1210.03 · Fica/Medi...	15.42	-15.42
				1210.02 · Fica/Medi...	15.42	-15.42
				8950 · Payroll Tax	-1.80	1.80
				8950 · Payroll Tax	-1.80	1.80
				1210.03 · Fica/Medi...	3.60	-3.60
				1210.02 · Fica/Medi...	3.60	-3.60
				1210.04 · State with...	4.00	-4.00
				8950 · Payroll Tax	-0.37	0.37
				8950 · Payroll Tax	-0.38	0.38
				1210.08 · Suta tax ...	0.75	-0.75
TOTAL					-225.72	225.72
12928	02/19/2021	Kristeen M Lopez	VOID:	1000.01 · General ...		0.00
TOTAL					0.00	0.00
12929	02/19/2021	Louis Fineberg		1000.01 · General ...		-2,150.36
				8910 · Salary Expe...	-2,295.22	2,295.22
				8910 · Salary Expe...	-765.07	765.07
				8960 · Retirement ...	-68.86	68.86
				8960 · Retirement ...	-22.95	22.95
				1230 · Retirement -...	91.81	-91.81
				1230 · Retirement -...	91.81	-91.81
				8970 · Benefit Insur...	-301.50	301.50
				8970 · Benefit Insur...	-100.50	100.50
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-16.80	16.80
				8970 · Benefit Insur...	-5.60	5.60
				1240 · Dental/Life/A...	22.40	-22.40
				1210.01 · Federal t...	456.00	-456.00
				8950 · Payroll Tax	-142.30	142.30
				8950 · Payroll Tax	-47.44	47.44
				1210.03 · Fica/Medi...	189.74	-189.74
				1210.02 · Fica/Medi...	189.74	-189.74
				8950 · Payroll Tax	-33.28	33.28
				8950 · Payroll Tax	-11.10	11.10
				1210.03 · Fica/Medi...	44.38	-44.38
				1210.02 · Fica/Medi...	44.38	-44.38
				1210.04 · State with...	128.00	-128.00
				8950 · Payroll Tax	-6.88	6.88
				8950 · Payroll Tax	-2.30	2.30
				1210.08 · Suta tax ...	9.18	-9.18
TOTAL					-2,150.36	2,150.36
12930	02/19/2021	Madeline Westbro...		1000.01 · General ...		-917.96
				8910 · Salary Expe...	-865.39	865.39
				8910 · Salary Expe...	-288.46	288.46
				8970 · Benefit Insur...	-301.50	301.50
				8970 · Benefit Insur...	-100.50	100.50
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-16.80	16.80
				8970 · Benefit Insur...	-5.60	5.60
				1240 · Dental/Life/A...	22.40	-22.40
				1230 · Retirement -...	34.62	-34.62
				8960 · Retirement ...	-25.96	25.96
				8960 · Retirement ...	-8.66	8.66
				1230 · Retirement -...	34.62	-34.62
				1210.01 · Federal t...	69.00	-69.00
				8950 · Payroll Tax	-53.65	53.65
				8950 · Payroll Tax	-17.89	17.89
				1210.03 · Fica/Medi...	71.54	-71.54
				1210.02 · Fica/Medi...	71.54	-71.54
				8950 · Payroll Tax	-12.55	12.55
				8950 · Payroll Tax	-4.18	4.18
				1210.03 · Fica/Medi...	16.73	-16.73

City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				1210.02 · Fica/Medi...	16.73	-16.73
				1210.04 · State with...	44.00	-44.00
				8950 · Payroll Tax	-2.59	2.59
				8950 · Payroll Tax	-0.87	0.87
				1210.08 · Suta tax ...	3.46	-3.46
TOTAL					-917.96	917.96
<b>12931</b>	<b>02/19/2021</b>	<b>Sarah Efthim</b>		<b>1000.01 · General ...</b>		<b>-1,220.86</b>
				8910 · Salary Expe...	-1,188.46	1,188.46
				8910 · Salary Expe...	-396.16	396.16
				8970 · Benefit Insur...	-301.50	301.50
				8970 · Benefit Insur...	-100.50	100.50
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-16.80	16.80
				8970 · Benefit Insur...	-5.60	5.60
				1240 · Dental/Life/A...	22.40	-22.40
				1230 · Retirement -...	47.54	-47.54
				8960 · Retirement ...	-35.65	35.65
				8960 · Retirement ...	-11.89	11.89
				1230 · Retirement -...	47.54	-47.54
				1210.01 · Federal t...	139.00	-139.00
				8950 · Payroll Tax	-73.68	73.68
				8950 · Payroll Tax	-24.56	24.56
				1210.03 · Fica/Medi...	98.24	-98.24
				1210.02 · Fica/Medi...	98.24	-98.24
				8950 · Payroll Tax	-17.23	17.23
				8950 · Payroll Tax	-5.75	5.75
				1210.03 · Fica/Medi...	22.98	-22.98
				1210.02 · Fica/Medi...	22.98	-22.98
				1210.04 · State with...	56.00	-56.00
				8950 · Payroll Tax	-3.57	3.57
				8950 · Payroll Tax	-1.19	1.19
				1210.08 · Suta tax ...	4.76	-4.76
TOTAL					-1,220.86	1,220.86
<b>12932</b>	<b>02/19/2021</b>	<b>Scott W Leggitt</b>		<b>1000.01 · General ...</b>		<b>-1,060.36</b>
				8910 · Salary Expe...	-581.40	581.40
				8910 · Salary Expe...	-581.40	581.40
				8910 · Salary Expe...	-64.60	64.60
				8910 · Salary Expe...	-64.60	64.60
				8910 · Salary Expe...	-36.35	36.35
				8910 · Salary Expe...	-36.35	36.35
				1230 · Retirement -...	40.94	-40.94
				8960 · Retirement ...	-20.47	20.47
				8960 · Retirement ...	-20.47	20.47
				1230 · Retirement -...	40.94	-40.94
				8970 · Benefit Insur...	-201.00	201.00
				8970 · Benefit Insur...	-201.00	201.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-11.20	11.20
				8970 · Benefit Insur...	-11.20	11.20
				1240 · Dental/Life/A...	22.40	-22.40
				1210.01 · Federal t...	113.00	-113.00
				8950 · Payroll Tax	-42.30	42.30
				8950 · Payroll Tax	-42.31	42.31
				1210.03 · Fica/Medi...	84.61	-84.61
				1210.02 · Fica/Medi...	84.61	-84.61
				8950 · Payroll Tax	-9.89	9.89
				8950 · Payroll Tax	-9.90	9.90
				1210.03 · Fica/Medi...	19.79	-19.79
				1210.02 · Fica/Medi...	19.79	-19.79
				1210.04 · State with...	46.00	-46.00
				8950 · Payroll Tax	-2.04	2.04
				8950 · Payroll Tax	-2.05	2.05
				1210.08 · Suta tax ...	4.09	-4.09
TOTAL					-1,060.36	1,060.36

**City of Creede; A Colorado Town**  
**Check Detail**  
**February 2021**

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12933	02/19/2021	Walter S Johnson		1000.01 · General ...		-1,787.77
				8910 · Salary Expe...	-1,188.46	1,188.46
				8910 · Salary Expe...	-1,188.46	1,188.46
				8970 · Benefit Insur...	-201.00	201.00
				8970 · Benefit Insur...	-201.00	201.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-11.20	11.20
				8970 · Benefit Insur...	-11.20	11.20
				1240 · Dental/Life/A...	22.40	-22.40
				1230 · Retirement -...	71.31	-71.31
				8960 · Retirement ...	-35.65	35.65
				8960 · Retirement ...	-35.66	35.66
				1230 · Retirement -...	71.31	-71.31
				1210.01 · Federal t...	238.00	-238.00
				8950 · Payroll Tax	-73.68	73.68
				8950 · Payroll Tax	-73.69	73.69
				1210.03 · Fica/Medi...	147.37	-147.37
				1210.02 · Fica/Medi...	147.37	-147.37
				8950 · Payroll Tax	-17.23	17.23
				8950 · Payroll Tax	-17.24	17.24
				1210.03 · Fica/Medi...	34.47	-34.47
				1210.02 · Fica/Medi...	34.47	-34.47
				1210.04 · State with...	98.00	-98.00
				8950 · Payroll Tax	-3.57	3.57
				8950 · Payroll Tax	-3.57	3.57
				1210.08 · Suta tax ...	7.14	-7.14
TOTAL					-1,787.77	1,787.77
12934	02/17/2021	Card Services	FEB2021 Statement	1000.01 · General ...		-501.49
Acct#....	02/16/2021		SGM-INC.com online training class 1.29.2021	1510.37 · Certificati...	0.00	25.00
			1/17 - SignUpGeneius (2021-2022) and 1/21 - Log...	1510.34 · Dues and...	0.00	256.49
			regular stamps	1510.32 · Postage	0.00	220.00
TOTAL					0.00	501.49
12935	02/17/2021	Century Equipmen...	INV#DP93007 - parts for backhoe	1000.01 · General ...		-825.98
INV#...	02/17/2021		INV#DP93007 - parts for backhoe	1530.50 · Vehicle M...	-825.98	825.98
TOTAL					-825.98	825.98
12936	02/17/2021	CenturyLink	FEB 2021 Phone statement	1000.01 · General ...		-133.36
Acct#...	02/16/2021		FEB2021 Phone statement	1510.33 · Telephone	-133.36	133.36
TOTAL					-133.36	133.36
12937	02/17/2021	Ciello		1000.01 · General ...		-329.10
Acct7...	02/16/2021		FEB 2021 Statement Utilites - Gym	1550.41 · Gym Utilit...	-129.65	129.65
Acct7...	02/16/2021		FEB 2021 Statement Utilites - Town Hall	1510.33 · Telephone	-199.45	199.45
TOTAL					-329.10	329.10
12938	02/17/2021	Creede Chamber ...	FEB 2021 - Monthly reimbursement agreed by B...	1000.01 · General ...		-833.31
INV#4...	02/16/2021		FEB 2021 - Monthly reimbursement agreed by BO...	1510.36 · Donations	-833.31	833.31
TOTAL					-833.31	833.31
12939	02/17/2021	GreatAmerica Fin...	INV#28702887 - copier lease payment	1000.01 · General ...		-120.18
INV#2...	02/16/2021		INV#28702887 - copier lease payment	1510.38 · Technology	-120.18	120.18
TOTAL					-120.18	120.18

City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
<b>12940</b>	<b>02/17/2021</b>	<b>Quill Corporation</b>	<b>INV#14220317 - black ink toner for rec</b>	<b>1000.01 · General ...</b>		<b>-39.99</b>
INV#1...	02/16/2021		INV#14220317 - black ink toner for rec	1550.30 · Recreatio...	-39.99	39.99
TOTAL					-39.99	39.99
<b>12941</b>	<b>02/17/2021</b>	<b>San Luis Valley C...</b>	<b>2021 SLVCOG Dues</b>	<b>1000.01 · General ...</b>		<b>-814.00</b>
INV# ...	02/16/2021		2021 SLVCOG Dues	1510.34 · Dues and...	-814.00	814.00
TOTAL					-814.00	814.00
<b>12942</b>	<b>02/17/2021</b>	<b>SGM</b>	<b>INV#2019-535.001-15 services through JAN 16, ...</b>	<b>1000.01 · General ...</b>		<b>-901.50</b>
INV#2...	02/19/2021		INV#2019-535.001-15 GIS Updates	1510.60 · Professio...	-262.00	262.00
			INV#2019-535.001-15 SCADA	1518.04 · EIAF-922...	-71.50	71.50
			INV#2019-535.001-15 Gensets	1518.04 · EIAF-922...	-568.00	568.00
TOTAL					-901.50	901.50
<b>12943</b>	<b>02/17/2021</b>	<b>SLVREC</b>	<b>INVGRP78, FEB2021 statement</b>	<b>1000.01 · General ...</b>		<b>-3,052.00</b>
INVGr...	02/16/2021		INVGRP78, FEB2021 statement	1540.51 · Park Elec...	-672.00	672.00
			INVGRP78, FEB2021 statement	1550.41 · Gym Utilit...	-768.00	768.00
			INVGRP78, FEB2021 statement	1530.81 · Electricity	-1,612.00	1,612.00
TOTAL					-3,052.00	3,052.00
<b>12944</b>	<b>02/17/2021</b>	<b>SYNCB/AMAZON</b>	<b>Acct4604578781054777 4 / 01.08.21-02.05.2021 ...</b>	<b>1000.01 · General ...</b>		<b>-372.37</b>
Acct.....	02/17/2021		INV...3385 - headset for spin class instructor; INV.....	1550.30 · Recreatio...	-183.17	183.17
			INV...6973 - curtains and heater for clerk's office; L...	1510.31 · Office Su...	-165.26	165.26
			INV...8889 - amazon music subscription	1519 · Miscellaneo...	-3.99	3.99
			INV...8857 - parts for snowblower	1530.50 · Vehicle M...	-19.95	19.95
TOTAL					-372.37	372.37
<b>12945</b>	<b>02/17/2021</b>	<b>Timberbuck Hard...</b>	<b>Transaction# A218128 lights for the hockey pon...</b>	<b>1000.01 · General ...</b>		<b>-252.99</b>
TRAN...	02/17/2021		Transaction# A218128 lights for hockey ponds	1518.08 · P&R - 20...	-252.99	252.99
TOTAL					-252.99	252.99
<b>12946</b>	<b>02/17/2021</b>	<b>WSB Computer C...</b>	<b>INV#78386 - monthly contract, GGuite Basic per...</b>	<b>1000.01 · General ...</b>		<b>-702.00</b>
INV#7...	02/17/2021		INV#78386 - monthly contract, GGuite Basic per u...	1510.38 · Technology	-702.00	702.00
TOTAL					-702.00	702.00
<b>12947</b>	<b>02/17/2021</b>	<b>SLV Parts, Inc.</b>		<b>1000.01 · General ...</b>		<b>-109.63</b>
INV#1...	02/17/2021		INV#130834 - accidental charge to city account for ...	1530.90 · Miscellan...	-69.99	69.99
INV#1...	02/17/2021		INV#131074 carlyle socket exter	1530.31 · Operating...	-14.49	14.49
Acct#...	02/17/2021		INV#132031 - '94 Ford Ranger truck lights (wrong i...	1530.40 · Repairs a...	-25.15	25.15
TOTAL					-109.63	109.63
<b>12948</b>	<b>02/19/2021</b>	<b>Kathryn Short Ash</b>		<b>1000.01 · General ...</b>		<b>-999.20</b>
				8910 · Salary Expe...	-1,264.92	1,264.92
				8970 · Benefit Insur...	-402.00	402.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-22.40	22.40
				1240 · Dental/Life/A...	22.40	-22.40
				8960 · Retirement ...	-37.95	37.95
				1230 · Retirement -...	37.95	-37.95
				1230 · Retirement -...	37.95	-37.95
				1210.01 · Federal t...	82.00	-82.00
				8950 · Payroll Tax	-78.43	78.43
				1210.03 · Fica/Medi...	78.43	-78.43
				1210.02 · Fica/Medi...	78.43	-78.43
				8950 · Payroll Tax	-18.34	18.34

City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				1210.03 · Fica/Medi...	18.34	-18.34
				1210.02 · Fica/Medi...	18.34	-18.34
				1210.04 · State with...	49.00	-49.00
				8950 · Payroll Tax	-3.79	3.79
				1210.08 · Suta tax ...	3.79	-3.79
TOTAL					-999.20	999.20
<b>12949</b>	<b>02/19/2021</b>	<b>Kristeen M Lopez</b>		<b>1000.01 · General ...</b>		<b>-984.99</b>
				8910 · Salary Expe...	-1,188.46	1,188.46
				8970 · Benefit Insur...	-402.00	402.00
				1220 · Health Insur...	402.00	-402.00
				8970 · Benefit Insur...	-22.40	22.40
				1240 · Dental/Life/A...	22.40	-22.40
				1215 · Aflac Liability	52.44	-52.44
				1215 · Aflac Liability	3.12	-3.12
				1210.01 · Federal t...	16.00	-16.00
				8950 · Payroll Tax	-70.44	70.44
				1210.03 · Fica/Medi...	70.44	-70.44
				1210.02 · Fica/Medi...	70.44	-70.44
				8950 · Payroll Tax	-16.47	16.47
				1210.03 · Fica/Medi...	16.47	-16.47
				1210.02 · Fica/Medi...	16.47	-16.47
				1210.04 · State with...	45.00	-45.00
				8950 · Payroll Tax	-3.40	3.40
				1210.08 · Suta tax ...	3.40	-3.40
TOTAL					-984.99	984.99
<b>12950</b>	<b>02/25/2021</b>	<b>Black Diamond</b>	<b>SalesOrd#2120519 - GOCO Grant - climbing gear</b>	<b>1000.01 · General ...</b>		<b>-2,996.44</b>
Sales...	02/23/2021		SalesOrd#2120519 - GOCO Grant - climbing gear	1518.08 · P&R - 20...	-2,996.44	2,996.44
TOTAL					-2,996.44	2,996.44
<b>12951</b>	<b>02/25/2021</b>	<b>Brian Arnold</b>	<b>Snow Plowing for West 3rd St. 1.23, 1.24, 1.30, ...</b>	<b>1000.01 · General ...</b>		<b>-200.00</b>
JAN&...	02/23/2021		Snow Plowing for West 3rd St. 1.23, 1.24, 1.30, 2....	1510.60 · Professio...	-200.00	200.00
TOTAL					-200.00	200.00
<b>12952</b>	<b>02/25/2021</b>	<b>CGFOA</b>	<b>CGFOA Gov. Accounting Immersion Series cla...</b>	<b>1000.01 · General ...</b>		<b>-40.00</b>
Memb...	02/23/2021		CGFOA Gov. Accounting Immersion Series class 3...	1510.37 · Certificati...	-40.00	40.00
TOTAL					-40.00	40.00
<b>12953</b>	<b>02/25/2021</b>	<b>Colorado Rural W...</b>	<b>INV#19057 Hendrik Shults Wastewater webinar ...</b>	<b>1000.01 · General ...</b>		<b>-30.00</b>
INV#1...	02/23/2021		INV#19057 Hendrik Shults Wastewater webinar 2....	1510.37 · Certificati...	-30.00	30.00
TOTAL					-30.00	30.00
<b>12954</b>	<b>02/25/2021</b>	<b>McPherson, Good...</b>	<b>INV#52052 - Ongoing services through FEB 15, ...</b>	<b>1000.01 · General ...</b>		<b>-1,995.00</b>
INV#5...	02/23/2021		INV#51953 - Ongoing services through Feb 15 202...	1510.60 · Professio...	-1,995.00	1,995.00
TOTAL					-1,995.00	1,995.00
<b>12955</b>	<b>02/25/2021</b>	<b>Mineral County Cl...</b>	<b>Color Map Printing 01.12.2021</b>	<b>1000.01 · General ...</b>		<b>-10.00</b>
Jan12...	02/23/2021		Color Map Printing 01.12.2021	1510.60 · Professio...	-10.00	10.00
TOTAL					-10.00	10.00
<b>12956</b>	<b>02/25/2021</b>	<b>The Colorado Trail...</b>	<b>2021 donation to CO Trail Foundation</b>	<b>1000.01 · General ...</b>		<b>-50.00</b>
2021T...	02/23/2021		2021 donation to CO Trail Foundation	1510.36 · Donations	-50.00	50.00
TOTAL					-50.00	50.00

City of Creede; A Colorado Town

Check Detail

February 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
12957	02/25/2021	U.S. Tractor & Har...	INV#P37154 - part#KV16429 air filter & part#AT...	1000.01 · General ...		-19.48
INV#P...	02/23/2021		INV#P37154 - parts for sweeper	1530.50 · Vehicle M...	-19.48	19.48
TOTAL					-19.48	19.48
12958	02/25/2021	World Fuel Servic...	INV#1605759-41525 unleaded&blend fuel	1000.01 · General ...		-877.18
INV#1...	02/23/2021		INV#1566503-41525: 85 Unleaded @ 1.9774/gal, ...	1530.52 · Fuel/Oil ...	-877.18	877.18
TOTAL					-877.18	877.18

## City of Creede - Water &amp; Sewer Fund

## Check Detail

February 1 - 26, 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
<b>4126</b>	<b>02/01/2021</b>	<b>Card Services</b>	<b>Acct#0264, JAN2021 statement</b>	<b>6.100 · W/S Cash - ...</b>		<b>-70.00</b>
Acct.....	01/28/2021		stamps for utility bills	6.532 · Postage	-70.00	70.00
TOTAL					-70.00	70.00
<b>4127</b>	<b>02/01/2021</b>	<b>Mark Webber Elec...</b>		<b>6.100 · W/S Cash - ...</b>		<b>-1,100.00</b>
WO#2...	01/28/2021		Work Order#21-001 JAN14,2021 work on chlorinati...	6.560 · W/S Profes...	-750.00	750.00
WO#2...	01/28/2021		Work Order#21-002 JAN21,2021 Demo old outside...	6.560 · W/S Profes...	-350.00	350.00
TOTAL					-1,100.00	1,100.00
<b>4128</b>	<b>02/01/2021</b>	<b>SLVREC</b>	<b>INVGRP#78, JAN2021 Statement</b>	<b>6.100 · W/S Cash - ...</b>		<b>-3,467.00</b>
INVG...	01/28/2021		JAN 2021 Statement - Sewage Plant	6.581 · Electricity-S...	-1,096.00	1,096.00
			JAN 2021 Statement - Water Plant	6.586 · Electricity-...	-2,371.00	2,371.00
TOTAL					-3,467.00	3,467.00
<b>4129</b>	<b>02/09/2021</b>	<b>Ben Davis</b>	<b>Consulting at \$40/hr on FEB6 2021 for 1.5 hours</b>	<b>6.100 · W/S Cash - ...</b>		<b>-60.00</b>
FEB6....	02/09/2021		Consulting at \$40/hr on FEB6 2021 for 1.5 hours	6.560 · W/S Profes...	-60.00	60.00
TOTAL					-60.00	60.00
<b>4130</b>	<b>02/09/2021</b>	<b>Central Pump Co...</b>	<b>INV#10217 - emergency call to evaluate valve</b>	<b>6.100 · W/S Cash - ...</b>		<b>-712.50</b>
INV#1...	02/09/2021		INV#10217 - emergency call to evaluate valve	6.541 · Repairs and...	-712.50	712.50
TOTAL					-712.50	712.50
<b>4131</b>	<b>02/09/2021</b>	<b>DPC Industries, Inc.</b>	<b>DE73001153-20: Chlorine, 150#CYL</b>	<b>6.100 · W/S Cash - ...</b>		<b>-42.00</b>
DE73...	02/09/2021		DE73001153-20: Chlorine, 150#CYL	6.536 · Water Supp...	-42.00	42.00
TOTAL					-42.00	42.00
<b>4132</b>	<b>02/09/2021</b>	<b>Karen Lintott</b>	<b>JAN2021 - Legal Services - W/S Portion Per City...</b>	<b>6.100 · W/S Cash - ...</b>		<b>-480.00</b>
JAN2...	02/09/2021		JAN2021 - Legal Services - W/S Portion Per City M...	6.560 · W/S Profes...	-480.00	480.00
TOTAL					-480.00	480.00
<b>4133</b>	<b>02/09/2021</b>	<b>Mark Webber Elec...</b>	<b>Work Order for FEB 3,2021 Install motion/timer ...</b>	<b>6.100 · W/S Cash - ...</b>		<b>-200.00</b>
WO#2...	02/09/2021		Work Order for FEB 3,2021 Install motion/timer dev...	6.560 · W/S Profes...	-200.00	200.00
TOTAL					-200.00	200.00
<b>4134</b>	<b>02/09/2021</b>	<b>Monte Vista Co-op</b>	<b>INV#150185 - propane for water tank</b>	<b>6.100 · W/S Cash - ...</b>		<b>-152.86</b>
INV#1...	02/09/2021		INV#150185 - propane for water tank	6.585 · Propane-W...	-152.86	152.86
TOTAL					-152.86	152.86
<b>4135</b>	<b>02/09/2021</b>	<b>Moses, Wittemyer,...</b>	<b>INV#14325 JAN2021 Legal Services</b>	<b>6.100 · W/S Cash - ...</b>		<b>-475.00</b>
INV#1...	02/09/2021		INV#14325 JAN2021 Legal Services	6.560 · W/S Profes...	-475.00	475.00
TOTAL					-475.00	475.00
<b>4136</b>	<b>02/09/2021</b>	<b>Southern Colorad...</b>	<b>INV#2681: certificate &amp; samples taken 1/5, 1/12, ...</b>	<b>6.100 · W/S Cash - ...</b>		<b>-700.00</b>
INV#2...	02/09/2021		INV#2681: certificate & samples taken 1/5, 1/12, 1/...	6.542 · Sewer Testi...	-700.00	700.00
TOTAL					-700.00	700.00



## City of Creede - Water &amp; Sewer Fund

## Check Detail

February 1 - 26, 2021

Num	Date	Name	Memo	Account	Paid Amount	Original Amount
<b>4137</b>	<b>02/09/2021</b>	<b>Timberbuck Hard...</b>	<b>Acct.#580, FEB2021 Statement</b>	<b>6.100 · W/S Cash - ...</b>		<b>-832.33</b>
Acct#...	02/09/2021		Acct.#580, FEB2021 Statement	6.541 · Repairs and...	-45.98	45.98
			Acct.#580, FEB2021 Statement	6.536 · Water Supp...	-761.36	761.36
			Acct.#580, FEB2021 Statement	6.535 · Sewer Supp...	-24.99	24.99
TOTAL					-832.33	832.33
<b>4138</b>	<b>02/09/2021</b>	<b>USA Blue Book</b>	<b>INV#474577 - hach dr300 chlorine F&amp;T colorimet...</b>	<b>6.100 · W/S Cash - ...</b>		<b>-479.16</b>
INV#4...	02/09/2021		INV#474577 - hach dr300 chlorine F&T colorimeter	6.536 · Water Supp...	-479.16	479.16
TOTAL					-479.16	479.16
<b>4139</b>	<b>02/09/2021</b>	<b>Weaver's Level Be...</b>	<b>INV#14064</b>	<b>6.100 · W/S Cash - ...</b>		<b>-608.75</b>
INV#1...	02/09/2021		INV#14064	6.560 · W/S Profes...	-608.75	608.75
TOTAL					-608.75	608.75
<b>4140</b>	<b>02/17/2021</b>	<b>Card Services</b>	<b>Acct#0264, FEB2021 statement</b>	<b>6.100 · W/S Cash - ...</b>		<b>-492.86</b>
Acct#....	02/17/2021		stamps for utility bills	6.532 · Postage	-105.00	105.00
			table cart	6.541 · Repairs and...	-387.86	387.86
TOTAL					-492.86	492.86
<b>4141</b>	<b>02/17/2021</b>	<b>DPC Industries, Inc.</b>	<b>DE73000065-21: Chlorine, 150#CYL</b>	<b>6.100 · W/S Cash - ...</b>		<b>-42.00</b>
INV#...	02/17/2021		DE73000065-21: Chlorine, 150#CYL	6.536 · Water Supp...	-42.00	42.00
TOTAL					-42.00	42.00
<b>4142</b>	<b>02/17/2021</b>	<b>SGM</b>		<b>6.100 · W/S Cash - ...</b>		<b>-22,382.76</b>
INV#2...	02/12/2021		INV#2019-535.001-11 - Water System - Water/WW...	6.560 · W/S Profes...	-187.50	187.50
INV#2...	02/17/2021		INV#2019-535.001-15 Water System (\$254.00) and...	6.560 · W/S Profes...	-2,224.50	2,224.50
			Wastewater System/Sewer Replacement (\$19798....	6.544 · Planning & ...	-19,970.76	19,970.76
TOTAL					-22,382.76	22,382.76
<b>4143</b>	<b>02/17/2021</b>	<b>SLVREC</b>	<b>INVGRP#78, FEB2021 Statement</b>	<b>6.100 · W/S Cash - ...</b>		<b>-3,661.00</b>
INVG...	02/17/2021		FEB 2021 Statement - Sewage Plant	6.581 · Electricity-S...	-1,173.00	1,173.00
			FEB 2021 Statement - Water Plant	6.586 · Electricity-...	-2,488.00	2,488.00
TOTAL					-3,661.00	3,661.00
<b>4144</b>	<b>02/17/2021</b>	<b>Biolynceus</b>	<b>INV#8689 ProBiotic Scrubber Special Blend</b>	<b>6.100 · W/S Cash - ...</b>		<b>-2,265.53</b>
INV#8...	02/17/2021		INV#8689 ProBiotic Scrubber Special Blend	6.535 · Sewer Supp...	-1,946.40	1,946.40
			INV#8689 shipping	6.535 · Sewer Supp...	-319.13	319.13
TOTAL					-2,265.53	2,265.53
<b>4145</b>	<b>02/17/2021</b>	<b>QC Supply</b>	<b>INV# SPI-2201365 3KW Unit Heater</b>	<b>6.100 · W/S Cash - ...</b>		<b>-398.77</b>
INV# ...	02/17/2021		3KW united heater for water pump	6.536 · Water Supp...	-398.77	398.77
TOTAL					-398.77	398.77
<b>4146</b>	<b>02/17/2021</b>	<b>Sangre De Cristo ...</b>	<b>INV#22797 - JAN 2021 analyses</b>	<b>6.100 · W/S Cash - ...</b>		<b>-855.00</b>
INV#2...	02/17/2021		INV#22797 - JAN 2021 analyses	6.542 · Sewer Testi...	-855.00	855.00
TOTAL					-855.00	855.00

**City of Creede; A Colorado Town**  
**Profit & Loss Budget vs. Actual**  
 January through December 2021

	Jan - Dec 21	Budget
<b>Income</b>		
<b>1410 · Tax Revenue</b>		
1410.10 · Property Tax	4,682.69	115,000.00
1410.20 · Delinquent Tax	0.00	
1410.30 · Interest on Tax	10.00	400.00
1410.50 · Specific Ownership Tax	2,004.12	10,000.00
1410.60 · Sales Tax		
1410.61 · 1/2 City Sales Tax	0.00	160,000.00
1410.62 · County Sales Tax	25,401.57	165,000.00
<b>Total 1410.60 · Sales Tax</b>	<b>25,401.57</b>	<b>325,000.00</b>
1410.80 · Franchise Fee	5,452.40	35,000.00
<b>Total 1410 · Tax Revenue</b>	<b>37,550.78</b>	<b>485,400.00</b>
<b>1420 · Recreation Department Income</b>		
1420.10 · Parks & Recreation Income		
1420.11 · P&R Program Fees	0.00	12,000.00
1420.12 · P&R Donations	0.00	1,500.00
<b>Total 1420.10 · Parks &amp; Recreation Income</b>	<b>0.00</b>	<b>13,500.00</b>
1420.20 · Gym Income		
1420.21 · Gym Program Fees	425.75	12,000.00
1420.22 · Gym Rental & Lease Income	120.00	1,000.00
1420.24 · Gym Donations	125.00	500.00
<b>Total 1420.20 · Gym Income</b>	<b>670.75</b>	<b>13,500.00</b>
1420.30 · Rec Miscellaneous Income	0.00	1,000.00
<b>Total 1420 · Recreation Department Income</b>	<b>670.75</b>	<b>28,000.00</b>
<b>1440 · Licenses and Permits</b>		
1440.10 · Land Use Application	500.00	1,000.00
1440.20 · Event Permits	0.00	1,500.00
1440.30 · Liquor Licenses	350.00	4,000.00
1440.40 · Building Permits	3,637.50	5,000.00
1440.50 · Building Use Tax	0.00	12,000.00
<b>Total 1440 · Licenses and Permits</b>	<b>4,487.50</b>	<b>23,500.00</b>
<b>1450 · Intergovernmental Revenue</b>		
1450.10 · Highway Users Tax	1,300.67	20,000.00
1450.20 · Motor Vehicle Sales Tax	0.00	600.00
1450.30 · Cigarette Tax	0.00	1,200.00
1450.40 · Motor Vehicle Fees	304.37	2,500.00
1450.50 · Severance Tax Distribution	0.00	12,000.00
1450.60 · Mineral Lease Royalty Payment	0.00	215.00
1450.70 · Road and Bridge	0.00	4,000.00
<b>Total 1450 · Intergovernmental Revenue</b>	<b>1,605.04</b>	<b>40,515.00</b>
1455 · Cell Tower Lease Income	1,266.78	
1470 · Interest On Investments	0.00	7,500.00
1490 · Miscellaneous Income		
1490.90 · Miscellaneous	0.00	3,000.00
<b>Total 1490 · Miscellaneous Income</b>	<b>0.00</b>	<b>3,000.00</b>
1495.00 · Grant Revenue	1,211.25	
1498.10 · Transfer In-Parks	0.00	10,000.00
1498.20 · Transfer In - Recreation	0.00	40,000.00
<b>Total Income</b>	<b>46,792.10</b>	<b>637,915.00</b>
<b>Gross Profit</b>	<b>46,792.10</b>	<b>637,915.00</b>

**City of Creede; A Colorado Town**  
**Profit & Loss Budget vs. Actual**  
 January through December 2021

Expense	Jan - Dec 21	Budget
<b>1510 · Administrative Expenses</b>		
1510.10 · Salaries	0.00	112,237.50
1510.20 · Taxes and Benefits		
1510.21 · Payroll Taxes	30.62	11,223.75
1510.23 · Benefits	0.00	28,059.38
<b>Total 1510.20 · Taxes and Benefits</b>	<b>30.62</b>	<b>39,283.13</b>
<b>1510.30 · Operating Expenses</b>		
1510.31 · Office Supplies	831.68	6,000.00
1510.32 · Postage	275.00	1,500.00
1510.33 · Telephone	2,144.10	5,000.00
1510.34 · Dues and Subscriptions	2,024.97	10,000.00
1510.35 · Advertising	164.58	2,000.00
1510.36 · Donations	16,716.68	
1510.37 · Certifications & Training	222.00	3,000.00
1510.38 · Technology	2,176.54	2,500.00
<b>Total 1510.30 · Operating Expenses</b>	<b>24,555.55</b>	<b>30,000.00</b>
1510.50 · Insurance	11,688.81	16,000.00
1510.60 · Professional Services	20,009.50	75,000.00
1510.70 · Travel	0.00	2,000.00
1511 · Board of Trustees' Salaries	0.00	20,000.00
1512 · Judicial	0.00	2,000.00
1513 · Elections	0.00	2,000.00
1514 · Treasurer's Fees	93.85	2,000.00
1518 · Grant Expenses		
1518.04 · EIAF-9221 - Water Mont. Improv.	639.50	
1518.08 · P&R - 2020 GOCO - GenWild	3,540.78	
<b>Total 1518 · Grant Expenses</b>	<b>4,180.28</b>	
1519 · Miscellaneous Admin Expenses	1,090.12	5,000.00
<b>Total 1510 · Administrative Expenses</b>	<b>61,648.73</b>	<b>305,520.63</b>
<b>1520 · Public Safety</b>		
1520.40 · Noxious Weed Control	0.00	3,000.00
1520.50 · Emergency Management	0.00	10,000.00
<b>Total 1520 · Public Safety</b>	<b>0.00</b>	<b>13,000.00</b>
<b>1530 · Public Works</b>		
1530.15 · Public Works Overtime Payroll	0.00	10,000.00
1530.10 · Salaries	0.00	99,704.00
1530.20 · Taxes and Benefits		
1530.21 · Payroll Taxes	0.00	9,970.40
1530.23 · Benefits	0.00	24,926.00
<b>Total 1530.20 · Taxes and Benefits</b>	<b>0.00</b>	<b>34,896.40</b>
1530.24 · Clothing/Safety Equipment	209.63	3,000.00
1530.30 · Operating Expenses		
1530.31 · Operating Supplies	538.39	5,000.00
<b>Total 1530.30 · Operating Expenses</b>	<b>538.39</b>	<b>5,000.00</b>
1530.40 · Repairs and Maintenance	146.04	25,000.00
1530.50 · Vehicle Maintenance		
1530.51 · Vehicle Registration	0.00	1,000.00
1530.50 · Vehicle Maintenance - Other	2,274.09	20,000.00
<b>Total 1530.50 · Vehicle Maintenance</b>	<b>2,274.09</b>	<b>21,000.00</b>
1530.52 · Fuel/Oil Changes	3,509.52	10,000.00

**City of Creede; A Colorado Town**  
**Profit & Loss Budget vs. Actual**  
 January through December 2021

	Jan - Dec 21	Budget
<b>1530.70 · Streets and Alleys</b>		
1530.71 · Cat Loader Lease	3,877.42	90,000.00
1530.72 · Street Signs and Posts	0.00	5,000.00
1530.73 · New Backhoe Lease	0.00	20,000.00
1530.70 · Streets and Alleys - Other	0.00	25,000.00
<b>Total 1530.70 · Streets and Alleys</b>	<b>3,877.42</b>	<b>140,000.00</b>
<b>1530.80 · Utilities</b>		
1530.83 · Trash Removal	74.00	5,000.00
1530.81 · Electricity	2,611.00	13,500.00
1530.82 · Propane	3,209.03	10,200.00
1530.80 · Utilities - Other	606.72	
<b>Total 1530.80 · Utilities</b>	<b>6,500.75</b>	<b>28,700.00</b>
<b>1530.90 · Miscellaneous</b>	<b>0.00</b>	<b>2,000.00</b>
<b>Total 1530 · Public Works</b>	<b>17,055.84</b>	<b>379,300.40</b>
<b>1540 · Parks &amp; Custodial</b>		
1540.50 · Park Maintenance	20.47	10,000.00
1540.51 · Park Electricity	1,038.00	3,000.00
<b>Total 1540 · Parks &amp; Custodial</b>	<b>1,058.47</b>	<b>13,000.00</b>
<b>1550 · Recreation</b>		
1550.10 · Recreation Salaries	0.00	68,186.00
1550.20 · Recreation Taxes & Benefits		
1550.21 · Payroll Taxes	0.00	6,818.60
1550.23 · Benefits	0.00	17,046.50
<b>Total 1550.20 · Recreation Taxes &amp; Benefits</b>	<b>0.00</b>	<b>23,865.10</b>
1550.30 · Recreation Expenses	3,967.26	16,000.00
1550.40 · Gym		
1550.41 · Gym Utilities	4,345.07	5,000.00
<b>Total 1550.40 · Gym</b>	<b>4,345.07</b>	<b>5,000.00</b>
<b>Total 1550 · Recreation</b>	<b>8,312.33</b>	<b>113,051.10</b>
<b>2510 · Capital Improvements</b>	<b>0.00</b>	<b>165,000.00</b>
<b>8510 · VC Outlays</b>	<b>0.00</b>	<b>-3,455.00</b>
<b>8900 · PERSONNEL COSTS</b>		
8910 · Salary Expenses	63,201.63	-0.19
8950 · Payroll Tax	5,012.81	0.87
8960 · Retirement Expense	1,594.44	0.31
8970 · Benefit Insurance Expense	16,972.36	0.06
<b>Total 8900 · PERSONNEL COSTS</b>	<b>86,781.24</b>	<b>1.05</b>
<b>Total Expense</b>	<b>174,856.61</b>	<b>985,418.18</b>
<b>Net Income</b>	<b>-128,064.51</b>	<b>-347,503.18</b>

**Submit to Local Licensing Authority**

Fees Due		
Renewal Fee		
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
<b>Amount Due/Paid</b>		\$

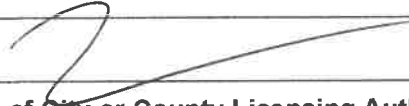
Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>KIPS GRILL LLC</b>		Doing Business As Name (DBA) <b>KIPS GRILL, SKY LOUNGE, KIP NAGY</b>		
Liquor License # <b>03-03150</b>	License Type <b>HOTEL &amp; REST</b>	Sales Tax License # <b>28346050000</b>	Expiration Date <b>8/28/2019</b>	Due Date <b>7/14/2020</b>
Business Address <b>101 E 5TH ST, CREEDE, CO 81130</b>				Phone Number
Mailing Address <b>PO BOX 547, CREEDE, CO 81130</b>			Email <b>KIP@KIPSGRILL.COM</b>	
Operating Manager <b>KIP NAGY</b>	Date of Birth <b>12/7/1966</b>	Home Address <b>606 RIO GRANDE AVE</b>		Phone Number <b>719-658-0220</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

<b>Affirmation &amp; Consent</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business KIP NAGY	Title PRESIDENT	
Signature 	Date 7-14-2020	
<b>Report &amp; Approval of City or County Licensing Authority</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. <b>Therefore this application is approved.</b>		
Local Licensing Authority For		Date
Signature	Title	Attest

## Tax Check Authorization, Waiver, and Request to Release Information

I, Kip Nagy am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Kip Nagy (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

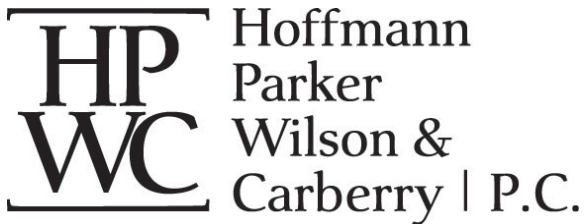
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <b>Kip's Grill</b>		Social Security Number/Tax Identification Number <b>474-94-3683</b>	
Address <b>101 E 5th Street</b>			
City <b>Creede</b>		State <b>CO</b>	Zip <b>81130</b>
Home Phone Number <b>719-850-0749</b>		Business/Work Phone Number <b>719-658-0220</b>	
Printed name of person signing on behalf of the Applicant/Licensee <b>Kip Nagy</b>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <b>Kip Nagy</b>			Date signed <b>02/04/2021</b>

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



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M. Patrick Wilson

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Elizabeth G. LeBuhn

February 5, 2021

Robert W. Darrow, Agent in Charge  
Licensing and Complex Investigations  
Colorado Liquor Enforcement Division  
1697 Cole Blvd., Suite 200  
Lakewood, Colorado 80401

Via Electronic Mail: [robert.darrow@state.co.us](mailto:robert.darrow@state.co.us)

**Re: City of Creede – Kip's Grill Hotel and Restaurant Liquor License**

Dear Mr. Darrow,

The purpose of this correspondence is to follow up on my email correspondence with you regarding the above referenced matter. As I indicated to you on January 11, 2021, the Mineral County District Court by Order dated December 1, 2020 (the "Order") reversed the decision of the City regarding the City's determination that good cause existed for non-renewal of Kip's 2019 Hotel and Restaurant Liquor License (the "License"). This decision related solely to the renewal process of the License from 2019. The City has elected not to appeal the decision of the District Court. Thus, on February 2, 2021, the City approved the 2019-2020 renewal of Kip's License, consistent with the direction from the Order. A copy of the Court's Order is attached to this letter.

As you may also be aware from your previous correspondence with the Town in June of 2020, the licensee's renewal date is extended as long as the application is timely received by the City and subsequently approved. The Court's decision effectively directed a renewal of the 2019 license, and the City and the State will now have to make a renewal decision on the 2020 renewal, and shortly thereafter, presumably the 2021 renewal.

In this regard, while the City does not necessarily agree with the Court Order, you can see the Mineral County District Court had its own feelings about the impartiality of the decision-making process in Creede related to the Licensee. You should also be aware that there is additional pending litigation between the City and Kip's Grill related to the licensed premises, wherein



February 5, 2021

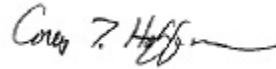
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concerns about the property have been discussed and limitations on operation by the Licensee are at issue. As part of that litigation, Kip's is seeking money damages against the City arising in part out of the action the City took to address the public health and safety issues associated with building code compliance.

Accordingly, in an abundance of caution and in light of the pending litigation the City does not believe that it can at this point evaluate the renewal application and/or do any meaningful investigation regarding Kip's renewal application, including adequacy of the licensed premises, without running the risk of Kip's threatening or pursuing further claims or allegations against it. Thus, while the State Liquor Enforcement Division can do whatever investigation it deems appropriate, it should be aware that the City will not be doing its customary level of investigation, at least as it relates to the boundaries of the licensed premises, based on the items described above.

Please let me know if you have any questions.

Very truly yours,



Corey Y. Hoffmann

[cyhoffmann@hpwclaw.com](mailto:cyhoffmann@hpwclaw.com)

c: Louis Fineberg, Town Manager  
Marni Nathan Kloster, Esq.  
Eric Liebman, Esq.  
Vika Chandrashekar, Esq.

District Court, Mineral County, Colorado P.O. Box 337, Creede, CO 83310 (719) 658-2575	DATE FILED: December 1, 2020 1:35 PM CASE NUMBER: 2020CV30000
Plaintiff: <b>KIP’S GRILL, LLC, a Colorado limited liability company</b>  v.  Defendants: <b>THE CITY OF CREEDE, COLORADO, a statutory town; and THE BOARD OF TRUSTEES FOR THE CITY OF CREEDE</b>	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p> <hr/> Case No.: <b>2020CV30000</b>  Division: <b>C</b>
<b>ORDER REVERSING THE DEFENDANTS’ DETERMINATION CONCERNING THE PLAINTIFF’S LIQUOR LICENSE</b>	

THIS MATTER comes before the Court on Kip’s Grill, LLC’s Complaint Pursuant to C.R.C.P. 106(a)(4). The Plaintiff, Kip’s Grill, LLC (“Kip’s Grill”), filed its complaint on April 27, 2020. The Defendants, the City of Creede, Colorado (“Creede”) and Creede’s Board of Trustees (“Board of Trustees”), filed an answer on May 21, 2020. As explained below, the Court concludes it is appropriate to grant the relief Kip’s Grill requests in its complaint. The issue of Kip’s Grill’s liquor license is remanded to the Board of Trustees for proceedings consistent with this Order.

**BACKGROUND**

Kip’s Grill asks the Court to review Creede’s and its Board of Trustees’ actions concerning the nonrenewal of Kip’s Grill’s liquor license. Kip’s Grill argues the Defendants, independently and in concert, exceeded and abused their authority when they determined good cause existed for nonrenewal of Kip’s Grill’s liquor license.

The Record was submitted to the Court on July 6, 2020. Kip’s Grill filed its Opening Brief on August 24, 2020. The Defendants filed an Answer Brief on September 28, 2020. This appeal was fully briefed on October 24, 2020, when Kip’s Grill filed its Reply Brief.<sup>1</sup>

Kip’s Grill applied to renew its liquor license on April 22, 2019. *Record* at bates number 000001.<sup>2</sup> Pursuant to its municipal code, Creede’s Local Licensing Authority is its Board of Trustees. The Board of Trustees held a hearing on the renewal of Kip’s Grill’s liquor license on July 2, 2019. *Id.* at p. 2. Among those present at that meeting were Louis Fineberg, Creede’s City Manager, and Karen Lintott, Creede’s City Attorney. *Id.* The minutes of the hearing state:

Discussion ensued regarding item a [sic] about the name of the building on the license renewal and if the hours will change. Board and staff recommended tabling the renewal until [sic] they have more information from Kip. Kip was requested to be present at the next meeting to answer questions.

*Id.* The “Kip” referenced in these minutes is Kip Nagy, the owner of Kip’s Grill. *Id.* at p. 1.

Mr. Fineberg sent Mr. Nagy an email on July 9, 2019 stating “the [Board of Trustees] tabled the application until the regular meeting in August due to a number of outstanding issues” — these issues included the fact that the application reflected a change in the name of Mr. Nagy’s business, modifications of Kip’s Grill’s premises that occurred after 2012, and the nature of Mr. Nagy’s relationship with his new manager. *Id.* at p. 4.

During an August 6, 2019 meeting, the Board of Trustees again considered Kip’s Grill’s application for renewal of its liquor license. The minutes state “Trustee Dooley questioned regarding previous concerns about the building. Town Manger Fineberg suggested approving the liquor license with the exception that the upstairs be closed until it is brought up to code.” *Id.* at p.

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<sup>1</sup> On October 9, 2020, the Court entered an order granting Kip’s Grill’s motion for an extension of time to file its Reply Brief.

<sup>2</sup> The Record is comprised of eighteen parts, each of which contain several documents. All documents have six-digit bates numbers in the bottom-right corner. Throughout the remainder of this Order, the Court will omit all preceding zeros before page numbers (*e.g.*, bates number “000001” will be cited to as “*Record* at p. 1”).

24. The Board of Trustees voted to table the application on the condition that Kip's Grill place "a warning sign at the bottom of the stairs." *Id.*

A few weeks later, in September 2019, Creede's Building Inspector, Mr. Naiman, issued a report regarding the staircase that provided a means of egress from the upstairs dining area of Kip's Grill's premises. He concluded that "[t]he stair/egress from the upper level currently does not meet the adopted code requirements." *Id.* at p. 30. Mr. Naiman also addressed other aspects of the premises; he noted that "[t]here has been no determination yet pertaining to the adequacy of the beams that support the floor joist." *Id.* Mr. Nagy and Mr. Naiman exchanged several emails between September 1, 2019 and September 4, 2019. Mr. Naiman informed Mr. Nagy that he "would need to hire a licensed design professional to provide drawings and details" and referred Mr. Nagy to the 2003 International Building Code (which Creede had previously adopted and incorporated into its municipal code). *Id.* at p. 35. The Board of Trustees held a regular meeting on September 3, 2019, where the Board of Trustees voted to close the second floor of the premises. *Id.* at 51 (where Mr. Fineberg wrote "[t]he City Council votes to close the upstairs immediately and to table the liquor license again, until a second egress is installed.>").

Kip's Grill hired an architectural engineer, Michael Herndon. Mr. Herndon submitted a proposal for secondary egress. *Id.* at p. 42. In response, Mr. Naiman stated he was informed of an easement agreement Creede "has with Kip" and noted that "[i]t appears the proposed fix will encroach the easement/Town's R.O.W. [*i.e.*, "right of way"] and we need to modify the stair plan a little." *Id.* On October 23, 2020, Ms. Lintott informed Mr. Nagy that the secondary means of egress Mr. Herndon proposed was not a viable option from Creede's perspective:

I understand you were not represented by counsel when you entered into the easement agreement. I further understand Eric Hell negotiated the agreement with you on behalf of the City.

Of course, this is a moot point if Mr. Henderson can figure out another location to put the stairwell that Mr. Naiman can sign off on. But I'm preparing a way through in the event the exterior stairwell in the ROW is your only option.

*Id.* at p. 44.

From that correspondence on, Creede, mostly through Ms. Lintott, asserted that the proposed secondary means of egress initially proposed by Mr. Herndon would violate an easement agreement Creede entered into with Kip's Grill on July 16, 2013 ("Easement Agreement"). A copy of the Easement Agreement begins on page 45 of the Record. In pertinent part, the Easement Agreement provides that Creede grants Kip's Grill a tract of land in Creede "encroaching into Fifth Street AND . . . encroaching into main Street, for a total encroachment of approximately 630 square feet by a commercial structure." *Id.* The Easement Agreement also states "[t]his Agreement shall commence on the Effective Date and be extinguished when the aforementioned existing encroaching structure is removed, destroyed or damaged to the extent of 50% of its present size or value." *Id.* Finally, the Easement Agreement contains the following provisions.

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

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

*Id.* at pp. 45-46, ¶¶ 3 and 5.

In December 2019, Creede, through its then-attorney, Corey Hoffman, relayed to Kip's Grill's counsel Creede's contention that the "terrace," which was described in Exhibit A to the Easement Agreement, "was the existing condition that was the purpose of the Easement

Agreement.” *Id.* at pp. 75-76. Mr. Hoffmann noted the enclosure of the terrace, which took place in March 2017, occurred without any approvals from Creede. *Id.* at p. 76. Mr. Hoffman also indicated “the City is willing to consider the License Agreement previously provided to Mr. Nagy prior to your involvement as counsel.” *Id.* In January 2020, Mr. Hoffmann presented Kip’s Grill’s counsel with three options to resolve the matter. *Id.* at pp. 96-97. One option was that Kip’s Grill execute the license agreement that had previously been provided to Mr. Nagy, release Creede from the Easement Agreement, and in that event, “the City staff [would] recommend approval to the City Council.” *Id.* at p. 96. Another option presented was that Kip’s Grill could submit a modified application for renewal of its liquor license, “and have the revised application exclude the enclosed terrace and upstairs.” *Id.* at p. 97. Finally, Mr. Hoffmann stated Kip’s Grill could “essentially do nothing,” in which case “staff [would] recommend that good cause for nonrenewal exists related to use of the enclosed terrace without obtaining a proper modification of the licensed premises.” *Id.* Mr. Hoffman concluded by advising Kip’s Grill’s counsel that the matter was set for “final disposition” at a regular meeting that was scheduled to take place on February 4, 2020. *Id.*

Prior to the February 4, 2020 Board of Trustees’ meeting, Kip’s Grill submitted a Permit Application and Report of Changes (“Modified Application”) to Creede; it proposed the construction of a staircase that it asserted would not encroach upon Creede’s right of way. *Id.* at pp. 101-110. Shortly thereafter, Kip’s Grill requested that the February 4, 2020 meeting be continued, noting that it had submitted a Modified Application and pointing out that it had not received formal notice of the meeting. *Id.* at pp. 111-112.

Mr. Naiman reviewed the Modified Application; the day after it was submitted, Mr. Naiman sent a letter to Mr. Fineberg (and copied Kip’s Grill) stating that “[t]here is not enough information provided to perform a reasonable review for code compliance.” *Id.* at p. 113. The next

week, on February 6, 2020, Mr. Naiman sent another letter to Mr. Fineberg in which he outlined seven “life/safety” issues. *Id.* at p. 121. Mr. Naiman concluded this letter by stating “[w]e have set [a full inspection of the building] to take place on February 14, 2020 at 12 P.M.” *Id.* This letter was sent to Mr. Nagy via email on February 10, 2020. The Board of Trustees noticed a public hearing on the renewal of Kip’s Grill’s liquor license, which was to occur on March 3, 2020. *Id.* at p. 143. Mr. Naiman conducted the inspection as scheduled; he drafted a report on February 20, 2020 in which he determined Kip’s Grill’s premises was in violation of several provisions of the building code. *See Answer Brief* at p. 7 citing *Opening Brief, Exhibit A*.

On March 3, 2020, Kip’s Grill and the Board of Trustees reached a Stipulation Regarding Continuance of Hearing on Renewal of Liquor License (“Stipulation”). The Stipulation set forth two sets of tasks; the first set is in paragraph 4 and were required to be completed by March 27, 2020, and the second set is in paragraph 5 and were required to be completed by July 7, 2020. In pertinent part, the Stipulation also provided:

On February 7, 2020, the Liquor Authority set this matter for a public hearing to be conducted on March 3, 2020. However, the City and Licensee, through this [Stipulation], seek to set forth interim terms and conditions to allow this matter to be continued until April 7, 2020, to address imminent life safety issues in advance of the April 7, 2020 continuance date.

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4. Stipulation of Continuance. The parties desire to continue final consideration of this manner [sic] until **April 7, 2020** to allow Licensee the opportunity to immediately comply with the following imminent life safety conditions, which are based on the inspection report of City Building Official Dan Naiman, dated February 20, 2020, attached hereto as **Exhibit A**, and incorporated herein by this reference (the “Inspection Report”):

(a) Licensee shall remove the enclosure of the Licensed Premises by **March 27, 2020** as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, with the roof structure being retained, and the placement by Licensee of snow brakes, gutters, and heat tape on the roof to prevent snow from dropping onto the sidewalk from the roof above[.] Provided, however the structure

including footers for the support posts shall be verified by a Colorado Licensed Structural Engineer after such structure is removed, and in no event later than **March 27, 2020**. Licensee shall be responsible for obtaining the necessary demolition and/or other permits required by the 2003 International Building Code as adopted by the City of Creede, and Licensee consents and agrees by this Stipulation that Licensee may not use the Easement granted by the Easement Agreement dated July 16, 2013, and recorded on November 7, 2013 for any purpose beyond the patio/terrace, with the inclusion of a roof that exists following the demolition work described in Exhibit B; and

(b) On or before **March 27, 2020**, Licensee shall address the need for a two-hour fire rated separation between the A-2 occupancy and the B occupancy between the bar and the laundromat as more particularly described in the Inspection Report; and

(c) Licensee shall remove and/or cap the enclosure of the gas meter as more particularly described in the Inspection Report no later than **March 6, 2020**.

*Id.* at pp. 159-160 (emphasis in original). The “Exhibit B” referenced in paragraph 4(b) was never produced by the Defendants. *Compare Complaint* at ¶ 68 *with Answer* at ¶ 68.

Kip’s Grill applied for a demolition permit on March 10, 2020. *Id.* at pp. 163-64. On the same date, Mr. Naiman rejected the application because “[t]here [was] no mention or delineation of the other demolition work that was agreed upon (this includes the counter tops along the exterior patio framing[]).” *Id.* at p. 163. Mr. Naiman asked Kip’s Grill to “provide a demolition drawing depicting all of the building components to be removed within the patio area and as agreed to in the stipulation agreement . . .” *Id.* This process was repeated multiple times because Mr. Naiman continued to determine that the demolition permits Kip’s Grill submitted were insufficient for various reasons. *See generally Id.* at pp. 167-173. A demolition application was ultimately approved on March 18, 2020, but the permit was not issued until March 23, 2020 — just a few days before the deadline for compliance. *Id.* at pp. 218-230.

Around this time, restaurants and bars had to be closed because of the coronavirus pandemic. Kip’s Grill requested an extension of the March 27, 2020 deadline on March 18, 2020. *Id.* at p. 194. Ms. Lintott denied the request, stating that “no extensions will be permitted” and



noting she had seen other construction taking place during that time in Salida, Colorado, which led her to believe those involved in the Salida construction were “not observing ‘social distancing’ rules.” *Id.* at p. 193.

On March 30, 2020, Kip’s Grill provided Creede with documents that Kip’s Grill asserted showed it complied with the requirements set forth in paragraph 4 of the Stipulation. *Id.* at pp. 292-95. On the same date, Mr. Fineberg noted that he disagreed, stating “from [his] perspective Kip’s liquor license is not renewed and tomorrow a red tag will be placed on the building” *Id.* at p. 297. The next day, Mr. Naiman stated he had been informed “that Mr. Nagy’s liquor license has not been renewed, and that [Creede] will post an official notice of closure to the structure until **all** code violations for the multiuse building have been corrected.” *Id.* at p. 299 (emphasis in original).

On March 31, 2020, Ms. Lintott sent Kip’s Grill’s counsel a letter stating “[b]y operation of the Stipulation, Mr. Nagy’s liquor license is not renewed for good cause effective immediately.” *Id.* at p. 300. on April 7, 2020, Ms. Lintott sent Kip’s Grill’s counsel another letter in which she wrote:

Despite Mr. Nagy’s documented breach of the Stipulation he executed with the City, your client has continued to communicate with the Mayor, demanding the Board of Trustees “void” the Stipulation, re-open the public hearing regarding his liquor license and approve his liquor license. He may have also communicated with other trustees and members of the Planning and Zoning Commission. I only have direct confirmation of the communication with the Mayor via forwarding of text messages your client sent to Mr. Larson.

Today, your client’s wife emailed Sarah, our clerk, asking for the date the notice of public hearing was posted for the non-renewal of the liquor license. This query made despite the clear language of the agreement Mr. Nagy executed which did not require a public hearing upon breach of the Stipulation.

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At this juncture, I have been authorized to proceed with a lawsuit against your client to re-coup the fees and costs the City has expended in enforcing the Easement Agreement he entered into with the City on [sic] July 2013. Per the Stipulation, that agreement was to be amended (5(f) [sic]. In breaching the Stipulation, your client waived any argument that the City is estopped from asserting a breach of the Easement Agreement, allowing for recovery of the tens of thousands of dollars the City has spent on this issue.

The unequivocal terms of the Easement Agreement dictate its termination upon a 50% reduction of the encroachment into the easement. Your client has removed sufficient structure from the easement recently so as to trigger this clause.

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I am laying this out so that we might find a middle ground. The City will have to expend thousands on my fees to prosecute the matter. While I do believe we have an excellent chance of recovery, during these perilous times, it seems a wholesale waste of resources.

I would represent the City's damages, for purposes of this communication only, approximate 30K. The City would be willing to resolve this dispute for payment of 15K and a release of the easement agreement. In return, we would permit the encroachment contemplated in the Stipulation to remain provided your client executes a license agreement with the City.

This offer will remain open until **April 10 at 12:00pm**. If not accepted, I will proceed with the aforementioned litigation and, expectedly, the City's damages will increase.

*Id.* at pp. 302-303 (emphasis in original).

Creede issued a notice of hearing on Kip's Grill's liquor license renewal on April 14, 2020; it was set for April 30, 2020. *Id.* at pp. 314-15. Prior to this notice, neither Creede nor its Board of Trustees issued a notice of continuance of the April 7, 2020 hearing that was expressly contemplated in the Stipulation. The Board of Trustees held the April 30, 2020 hearing as scheduled. *Id.* at pp. 361-399. Kip's Grill's counsel appeared solely to object to the occurrence of that hearing, noting the complaint that initiated the appeal before this Court had already been filed due to the fact that Ms. Lintott, through her March, 31, 2020 letter ("Lintott Letter"), made it abundantly clear that the Defendants had reached a final decision. *Id.* at 366-67.

## ANALYSIS

As an initial matter, the Court will refer to the Defendants in tandem when referring to the body (or perhaps more accurately, bodies) that decided there was good cause not to renew Kip's Grill's liquor license. This is done intentionally because the Record does not reflect a division of labor between Creede and its Board of Trustees; frankly, it is difficult to determine the Board of Trustees' level of involvement in the proceedings that occurred prior to the hearing it held on April 30, 2020. Perhaps this is the reason the Answer Brief refers to Creede and its Board of Trustees collectively as "the City" even though the Defendants are distinct entities. *See, e.g., id.* at pp. 2, 7, 11, 11 n. 3, 15 (this is not an exhaustive list of pages where the Defendants are referred to collectively as "the City," but these pages contain examples of how there is not a clear delineation of the actions Creede took and the actions of its Board of Trustees).

C.R.C.P. 106(a)(4) is designed for situations like this, where governmental bodies and/or administrative agencies fail to follow their own processes, arbitrarily delegate and/or usurp authority, disregard the need to afford a fair process to those affected by their decisions, and disregard a process they explicitly agreed to follow.

The Defendants' position is that Kip's Grill failed to comply with the Stipulation, "and following a properly noticed hearing at which [Kip's Grill] appeared through legal counsel and declined to participate, the City found that good cause for nonrenewal existed based on [Kip's Grill's] noncompliance with the Stipulation." *Answer Brief* at p. 2. The Defendants contend the outcome of this appeal turns on two issues: whether the Lintott Letter constitutes a final decision for purposes of C.R.C.P. 106(a)(4) and whether the Board of Trustees' determination following the April 30, 2020 hearing is supported by competent evidence in the Record. *Id.* at pp. 14-15. Kip's Grill, on the other hand, contends the following five independent grounds require reversal of the Defendants' decision:

(1) The Trustees were divested of jurisdiction to hold a hearing on April 30, 2020 where they purported to non-renew Kip’s Grill’s liquor license and, therefore, the hearing was a nullity; (2) the Trustees abused their discretion by denying Kip’s Grill due process prior to not renewing the liquor license; (3) the Trustees exceeded their authority by delegating Kip’s Grill’s liquor license renewal to Creede’s municipal officers; (4) Creede exceeded its authority and usurped the Trustees’ exclusive authority over liquor license renewals when its municipal officers purported to non-renew Kip’s Grill’s liquor license; and (5) Creede misapplied the law governing “good cause” for non-renewal when it conditioned the liquor license renewal on compliance with Creede’s Building Code following its unlawful usurpation of the Trustees’ exclusive authority.

*Opening Brief* at pp. 13-14.

The Court concludes that the first four grounds quoted above require reversal.<sup>3</sup> This conclusion provides a complete and final resolution; therefore, the Court will not analyze whether Creede had the right to ensure Kip’s Grill’s premises was in full compliance with Creede’s Building Code as a condition of renewal of the liquor license at issue. Because the Defendants’ contention that the Lintott Letter should not be treated as a final decision is a foundational issue, the Court addresses that issue before the rest of the issues raised in this appeal. Before doing so, however, the Court will provide an overview of the applicable law.

#### **I. Standard of Review under C.R.C.P. 106(a)(4)**

C.R.C.P. 106(a)(4) review is appropriate “[w]here any governmental body or officer or any lower judicial body exercising judicial or quasi-judicial functions has exceeded its jurisdiction or abused its discretion, and there is no plain, speedy and adequate remedy otherwise provided by law[.]” *Id.* C.R.C.P. 106(a)(4) is not appropriate when the issues raised are legislative in nature rather than judicial. *Liquor and Beer Licensing Advisory Bd. of City of Colorado Springs v. Cinco, Inc.*, 771 P.2d 482, 485 (Colo. 1989). Accordingly, the first inquiry is whether the governmental

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<sup>3</sup> With regard to the fifth ground — that Creede misconstrued the meaning of “good cause” in this context — the Court notes that Kip’s Grill stipulated that the alleged building code violations would constitute good cause for non-renewal if they were not remedied. As such, the Court is not persuaded that this ground requires reversal.

body or officer acted in a judicial or quasi-judicial capacity when it took the action(s) the plaintiff asks the court to review. Here, it is undisputed that the actions at issue were quasi-judicial in nature. *Compare Complaint* at ¶ 106 *with Answer* at ¶ 106. While the parties agree that the Court may review the quasi-judicial actions that the Defendants took in the process of deciding not to renew Kip’s Grill’s liquor license, the parties dispute what action constitutes a “final decision” within the meaning of C.R.C.P. 106(a)(4) — The Defendants argue the final decision was made after the April 30, 2020 hearing, but Kip’s Grill argues the final decision was relayed in the Lintott Letter, which indicated Kip’s Grill’s liquor license was not renewed “effective immediately.” *Record* at p. 300, ¶ 3.

“If no time within which review may be sought is provided by any statute, a complaint seeking review under subsection (a)(4) of this Rule shall be filed in the district court not later than 28 days after the final decision of the body or officer.” C.R.C.P. 106(b). This filing deadline is jurisdictional. *Carney v. Civil Service Com’n*, 30 P.3d 861, 863 (Colo. App. 2001); *Baker v. City of Dacono*, 928 P.2d 826, 827 (Colo. App. 1996) (explaining that a C.R.C.P. 106(a)(4) action that is not filed within the deadline set forth in C.R.C.P. 106(b) must be dismissed for lack of subject matter jurisdiction); *Auxier v. McDonald*, 363 P.3d 747, 751 (Colo. App. 2015) (explaining that this deadline “cannot be tolled or waived.”).

The filing deadline “begins to run at the point of administrative finality, which occurs when the action complained of is complete, leaving nothing further for the agency to decide.” *Carney*, 30 P.3d at 863 (citations and internal quotation marks omitted). Put another way, a “final decision” in this context generally ends the action in which it is entered, leaving nothing else to be done to determine the rights of the parties. *Citizens for Responsible Growth v. RCI Development Partners, Inc.*, 252 P.3d 1104, 1106-07 (Colo. 2011) (citations omitted). “Whether any particular judicial

or quasi-judicial decision is final therefore necessarily depends upon the scope and nature of the proceeding and rights at issue.” *Id.*

In this type of lawsuit, “a reviewing court may reverse the decision of an administrative agency for an abuse of discretion if the court finds that the agency acted arbitrarily or capriciously, made a decision that is unsupported by the record, erroneously interpreted the law, or exceeded its authority.” *Nixon v. City and County of Denver*, 343 P.3d 1051, 1054 (Colo. App. 2014) (citation omitted). The reviewing court’s role is to “determine whether the [governmental body] applied the correct legal standard and whether competent evidence supports its exercise of discretion.” *Id.* Generally, “abuse of discretion” means that “the decision under review is not reasonably supported by any competent evidence in the record.” *Widder v. Durango Sch. Dist. No. 9-R*, 85 P.3d 518, 526 (Colo. 2004). “An agency’s misinterpretation or misapplication of governing law may constitute an alternative ground for finding an abuse of discretion under C.R.C.P. 106(a)(4).” *Whitelaw v. Denver City Council*, 405 P.3d 433, 437 (Colo. App. 2017) (citation omitted). “District court review of [a governmental body’s] decision is limited to the record before it.” *Hancock v. State, Dept. of Revenue, Motor Vehicle Div.*, 758 P.3d 1372, 1376 (Colo. 1988).

The general rule is that a judicial or quasi-judicial decisionmaker must afford due process to affected parties. *See, e.g. Canyon Area Residents for the Environment v. Board of County Com’rs of Jefferson County*, 172 P.3d 905, 907 (Colo. App. 2016) (“When . . . an agency acts in a quasi-judicial capacity, procedural due process requires that the agency give notice and afford an opportunity for a meaningful hearing to affected individuals.”) (citations omitted). “The hearing process must be conducted in an atmosphere evidencing fairness in the adjudication of matters before a board.” *Id.* (citation and internal quotation marks omitted).

However, as the court of appeals has explained, a licensee has no vested right to renewal of a liquor license. *Morris-Schindler, LLC v. City & County of Denver*, 251 P.3d 1076, 1085 (Colo. App. 2010). “Therefore, a licensee has no property right in the renewal of a license and need not be provided procedural due process protections attendant to a property right.” *Id.* (citation omitted). While license renewals do not automatically trigger the need for a hearing, the parties stipulated that the Board of Trustees would hold a hearing to determine if Kip’s Grill complied with the requirements outlined in the Stipulation. *See Answer Brief* at p. 11 (“Though anticipated by the Stipulation, no hearing occurred on April 7, 2020.”).

If a plaintiff prevails in an action brought under C.R.C.P. 106(a)(4), the plaintiff is entitled to an award of costs. C.R.S. § 13-16-111 (“A plaintiff who obtains judgment or an award of execution in an action brought under subsection (4) or (5) of rule 106(a), C.R.C.P., shall recover his costs of suit.”); *see also Carney*, 30 P.3d at 867 (explaining that the prevailing party in a C.R.C.P. 106(a)(4) action is entitled to recover costs).

## **II. Law Governing Liquor License Renewals**

“For the renewal of an existing [liquor] license, the licensee must apply to the local licensing authority not less than forty-five days and to the state licensing authority not less than thirty days before the date of expiration.” C.R.S. § 44-3-302(1)(b).

The local licensing authority may hold a hearing on the application for renewal, but not until a notice of hearing has been conspicuously posted on the licensed premises for ten days and notice of the hearing has been provided [to] the applicant at least ten days before the hearing. The licensing authority may refuse to renew any license for good cause, subject to judicial review. . .

*Id.* at (1)(c). C.R.S. § 44-3-103(19) defines “good cause” in the context of liquor license approval/renewal.

The Court need not delve further into the Colorado Liquor Code to determine which provisions apply to liquor license renewal because the parties in this case entered into the Stipulation. Section 6 of the Stipulation states that Kip’s Grill’s failure to comply with “any of the conditions of the [Stipulation] set forth in Section 4” would constitute an “admission of good cause for nonrenewal . . .” *Record* at p. 162. That a determination of compliance with the Stipulation was necessary is undisputed. The main issues presented in this appeal are who was supposed to make that determination and how that determination was supposed to be made.

### **III. Application of Legal Standards to this Matter**

The Record casts substantial doubt on the Defendants’ purported rationale for not renewing Kip’s Grill’s liquor license — the concern that certain building code violations presented “imminent life safety issues.” In January 2020, while representing Creede, Mr. Hoffmann wrote Kip’s Grill’s counsel and stated “City staff will recommend approval [of liquor license renewal] to the City Council” if Kip’s Grill released Creede from the Easement Agreement and executed a license agreement instead. *Record* at p. 96 (this was one of three options “to a possible resolution” Creede’s then-attorney offered to Kip’s Grill). Ms. Lintott later circled back to the Defendants’ desire to be released from the Easement Agreement when she wrote Kip’s Grill’s counsel on April 7, 2020 to indicate she had been authorized to initiate a lawsuit against Kip’s Grill concerning the Easement Agreement. *Id.* at p. 302-03. The Court finds this curious, but this is not the reason the Court questions the fairness (or lack thereof) of the proceedings that occurred before the Defendants prior to initiation of this appeal.

What the Court finds most troubling is (a) the Defendants’ demand that Kip’s Grill strictly comply with the requirements imposed in the Stipulation (as well as some requirements that were imposed after the Board of Trustees and Kip’s Grill entered into the Stipulation) while the



Defendants failed to comply with the Stipulation themselves; and **(b)** the Defendants’ argument on appeal that Kip’s Grill, not Creede or its Board of Trustees, “has a duty to know the limitations of government authority, especially with regard to a contract such as the Stipulation at issue in this case, entered into under a specific statutory scheme, the Colorado Liquor Code.” *Answer Brief* at p. 17; *see also id.* at p. 18 (“ . . . [Kip’s Grill] is charged with knowing the limits of Lintott’s actual authority . . . [Kip’s Grill] cannot presume to place authority upon Lintott that Lintott does not legally possess and has not exercised. . . Lintott has no statutory authority to non-renew [Kip’s Grill’s liquor license based on violation of the Stipulation.”).

**(a) The Lintott Letter was a Final Decision**

The Court is not persuaded by the Defendants’ contention that Kip’s Grill was required to know that Ms. Lintott acted without authority when she informed Kip’s Grill’s counsel that “**[b]y operation of the Stipulation, Mr. Nagy’s liquor license is not renewed for good cause effective immediately. We will report this status to the State.**” *Lintott Letter* at ¶ 3. The Defendants argue Mr. Fineberg and Mr. Naiman did not purport to speak for the Board of Trustees when they indicated Kip’s Grill’s liquor license was not renewed. *Answer Brief* at p. 10 (quoting Mr. Fineberg’s March 30, 2020 statement that “from [his] perspective Kip’s liquor license is not renewed and tomorrow a red tag will be placed on the building” and Mr. Naiman’s March 31, 2020 statement that he is “informed that Mr. Nagy’s liquor license has not been renewed.”). But the Defendants do not make the same argument concerning Ms. Lintott’s March 31, 2020 statement that Kip’s Grill’s liquor license was not renewed “effective immediately” by operation of the Stipulation. Instead, they simply concede that Ms. Lintott had no authority to make a unilateral determination that Kip’s Grill failed to comply with the Stipulation.

The cases the Defendants cite in support of their contention that Kip’s Grill is presumed to know that Ms. Lintott was acting without authority are inapposite. The Defendants rely on the following cases: *Colorado Inv. Servs., Inc. v. City of Westminster*, 636 P.2d 1316 (Colo. App. 1981) (“*Westminster*”); *Colorado Springs Fire Fighters Ass’n v. City of Colorado Springs*, 784 P.2d 766 (Colo. 1989) (“*Colorado Springs*”); and *Kirkland v. St. Vrain Valley School District No. RE-11*, 464 F.3d 1182 (10<sup>th</sup> Cir. 2006) (“*Kirkland*”). *Answer Brief* at pp. 17-18. Those cases concern a city’s limitations in entering into a contract rather than a city’s subsequent discharge of the duties imposed upon it by an enforceable contract. *Westminster*, 636 P.2d at 1318 (“ . . . one who contracts with a municipality is charged with knowledge of its limitations and restrictions **in making contracts.**” (emphasis added); *Colorado Springs*, 784 P.2d at 770 (“The plaintiffs’ primary contention is that the 1966 ordinance, in which the City agreed to pay the health insurance premiums for eligible retirees, **created a contractually enforceable pension benefit.**”) and 772 (“The plaintiffs also assert that even if the 1966 ordinance was not a pension plan benefit, **it nevertheless created an enforceable contract right.**”) (emphases added); *Kirkland*, 464 F.3d at 1190 (“**Because the resignation agreement thus never became an enforceable contract,** [the plaintiff] never gained a property interest in that agreement such that it would be subject to due process protections. . . . **Under Colorado law, a government entity’s power to enter into contractual obligations is circumscribed by statute and ordinances.**”) (emphasis added).

The issue is not whether the Board of Trustees had the authority to enter into the Stipulation; it is undisputed that it did. The issue is whether Ms. Lintott was authorized to make a unilateral determination on behalf of the Board of Trustees that Kip’s Grill failed to comply with the Stipulation, and if she lacked such authority, whether Colorado law requires Kip’s Grill to know that her March 31, 2020 statement that the liquor license was not renewed “effective

immediately” was of no force or effect, as the Defendants now argue. The Defendants did not cite any cases in support of their argument that Kip’s Grill, not Creede or its Board of Trustees, is responsible for knowing the precise contours of the Defendants’ (and their agents’) authority.

The Lintott Letter could not be any clearer with regard to finality. Not only does it state that Kip’s Grill’s liquor license is not renewed for good cause “effective immediately,” *Record* at p. 300, ¶ 3, but it also reiterates a point that Ms. Lintott made on numerous occasions — that the Defendants would not agree to any extensions of the deadlines set forth in the Stipulation. *Id.* at ¶ 2 (where Ms. Lintott reminded Kip’s Grill’s counsel that she had indicated several weeks prior that “there would be no extensions of time for Mr. Nagy to comply with the legal agreement he executed.”). Ms. Lintott also stated, in no uncertain terms, that “[t]here will be no further entertainment of Mr. Nagy’s appeals.” *Id.* at ¶ 5. Kip’s Grill asked for an extension of the Stipulation’s deadlines on March 18, 2020 due to the effects of the coronavirus pandemic and Governor Polis’ decision to shut down all restaurants and bars as of March 17, 2020. *Id.* at p. 194. In response, Ms. Lintott stated “no extensions will be permitted.” *Id.* at p. 193. She also noted that she was aware of construction taking place in Salida, Colorado, and stated, “I am pretty sure they are not observing ‘social distancing’ rules.” *Id.* Clearly, in Ms. Lintott’s view, as of March 31, 2020, the ship had sailed; Kip’s Grill did not comply with the Stipulation according to her and she reiterated her position that the Defendants were opposed to any extension of the deadlines for compliance. She also used the word “we” multiple times when she informed Kip’s Grill its license was not renewed effective immediately, clearly indicating she was writing on behalf of her client, Creede. *Id.* at p. 300.

Furthermore, on April 7, 2020, Ms. Lintott sent Kip’s Grill’s counsel another letter in which she wrote:

Despite Mr. Nagy's documented breach of the Stipulation he executed with the City, your client has continued to communicate with the Mayor, demanding the Board of Trustees "void" the Stipulation, re-open the public hearing regarding his liquor license and approve his liquor license. He may have also communicated with other trustees and members of the Planning and Zoning Commission. I only have direct confirmation of the communication with the Mayor via forwarding of text messages your client sent to Mr. Larson.

Today, your client's wife emailed Sarah, our clerk, asking for the date the notice of public hearing was posted for the non-renewal of the liquor license. **This query made despite the clear language of the agreement Mr. Nagy executed which did not require a public hearing upon breach of the Stipulation.**

*Id.* at p. 302 (emphasis added).

It would be ludicrous for Kip's Grill, in light of such representations, to treat the Lintott Letter as anything but a final decision. The notion that Kip's Grill should have waited longer to see what would happen is absurd given the fact that Ms. Lintott threatened Mr. Nagy with legal action in the same letter where she expressed frustration that Mr. Nagy had apparently sought to re-open the public hearing before the Board of Trustees after he received the Lintott Letter. *Id.* at p. 302 (where Ms. Lintott wrote she had "been authorized to proceed with a lawsuit against [Mr. Nagy] . . .").

It is not lost on the Court that a C.R.C.P. 106(a)(4) matter must be filed within twenty-eight days of the final decision that is the subject of the appeal. Kip's Grill initiated this appeal exactly twenty-eight days after it received the Lintott Letter (and twenty-one days after it received the letter threatening legal action). If Kip's Grill had adopted a wait-and-see approach and let the dispute play out further, there was a strong probability that it would have missed the jurisdictional deadline imposed in C.R.C.P. 106(b), which could have resulted in the Defendants' actions being insulated from judicial review. Given the history of dealing between the City and Kip's Grill, there is also a strong probability that the City would have argued, had this appeal not been filed

when it was, that this Court had no jurisdiction because Ms. Lintott's letter *was* a final decision. This Court does not approve of such gamesmanship.

When Kip's Grill filed its Complaint on April 27, 2020, the Defendants were divested of jurisdiction and their efforts to remedy the defects that had occurred to that point were null and void. This means that the April 30, 2020 hearing that the Board of Trustees held was meaningless because, by that time, this appeal had been initiated, and the Defendants were made aware of this. *Record* at pp. 365-67 (where Kip's Grill's counsel appeared at the April 30, 2020 hearing solely to object to the occurrence of that hearing because Ms. Lintott had already made a final decision and Kip's Grill's counsel indicated Kip's Grill had already filed its complaint, which listed the Board of Trustees as one of the Defendants); *see also id.* at pp. 193 and 300 (where Ms. Lintott steadfastly maintained that the Defendants would not agree to an extension of the Stipulation's deadlines) *and id.* at p. 44 (where Ms. Lintott emailed Kip Nagy on October 23, 2019 saying "I represent the municipal corporation which means my duty of loyalty is to the City of Creede as a whole . . .").

**“Until judicial review is initiated** or jurisdiction is divested in some other way, a quasi-judicial body is not necessarily precluded from reconsidering and superseding its own final decision.” *Citizens for Responsible Growth*, 252 P.3d at 1107. Had the Defendants not repeatedly demanded strict compliance with the Stipulation (and even compliance with requirements that were imposed by Mr. Naiman based on his interpretation of the Stipulation), their argument that Kip's Grill had received notice of the April 30, 2020 hearing prior to the filing of the Complaint would carry more weight. However, because of the multiple manifestations of unfairness that had occurred prior to that point (*e.g.*, the Defendants' failure to produce "Exhibit B" that was supposed to "more particularly" describe how the terrace was required to be removed and their failure to

hold a hearing as contemplated by the Stipulation) and the numerous representations that the Stipulation's deadlines would not be extended, the Court agrees that the final decision the Court must review was articulated in the Lintott Letter. Simply put, by the time the Board of Trustees decided it should do what it had agreed to do in the Stipulation, it was too late; the determination had already been made.

**(b) The Board of Trustees, not just Kip's Grill, was Bound by the Stipulation**

The Stipulation is not a one-sided list of requirements. While it set forth requirements that Kip's Grill was expected to fulfill, it also set forth requirements that the Board of Trustees, not Creede or its municipal officials,<sup>4</sup> was expected to fulfill. For instance, the Board of Trustees was supposed to produce an exhibit that was expressly referenced in the Stipulation in the provision that required Kip's Grill to remove "the enclosure of the Licensed Premises . . ." *Record* at p. 160, ¶ 4(a). That exhibit, which is identified in the Stipulation as "Exhibit B," was supposed to "more particularly describe[]" the "enclosure" Kip's Grill was required to remove. *Id.* The Defendants admit this exhibit was never produced. *Compare Complaint* at ¶ 68 *with Answer* at ¶ 68. Yet, the Record is replete with instances where the Defendants complained that the enclosure was not removed in the manner required by the Stipulation. Then, on appeal, the Defendants continue to assert that Kip's Grill violated the Stipulation by failing to "remove the enclosure of the licensed premises in its entirety by March 27, 2020, with the sole exception of the roof structure . . ." *Answer Brief* at p. 27.

Similarly, Mr. Naiman, when considering demolition permit applications Kip's Grill filed (per the Stipulation), repeatedly indicated the applications were incomplete because of

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<sup>4</sup> The Stipulation does not list Creede or any of its municipal officials as parties to the Stipulation; it only lists "the City of Creede Board of Trustees acting as the City of Creede Liquor Licensing Authority . . ." *Certified Record* at p. 159.

requirements not set forth in the Stipulation — *e.g.*, that there was no mention of the removal of the counter tops along the patio framing. *Id.* at p. 163. After-the-fact requirements like these were noted in the Lintott Letter: “Mr. Naiman reviewed the belated response and has since determined it does not comport with his clear directives, **not only what was laid out in the Stipulation but what he has communicated to Mr. Nagy since that time.**” But this is not how contracts like the Stipulation work. Contractual agreements are generally incorporated in writing for a reason: to give the parties a common understanding of what is expected. *Post hoc* interpretations, especially by non-parties, cannot impose additional requirements.

Another example of the unfairness that occurred is the Stipulation’s requirement that the Board of Trustees hold a hearing to determine if Kip’s Grill complied with the Stipulation. The Introduction Section references the public hearing that was initially set for March 3, 2020. *Record* at p. 159. The “Stipulation of Continuance” language is referring to the continuance of that hearing. *Id.* In Section 4, the Stipulation states that “[t]he Parties desire to continue final consideration of this manner [sic] until April 7, 2020 to allow [Kip’s Grill] the opportunity to immediately comply with the following imminent life safety conditions . . .” *Id.* at p. 160.

It is because of instances of unfairness like this that the Court holds that the Defendants’ decision not to renew Kip’s Grill’s liquor license must be reversed. The Court will not award the Defendants for their failure to follow their agreement — *i.e.*, the Stipulation. Their decision to require strict compliance from Kip’s Grill, not just with respect to the requirements set forth in the Stipulation, but additional requirements that were articulated by Mr. Naiman after the fact, was arbitrary and capricious. The same holds true with respect to the Board of Trustees’ delegation of the determination of Kip’s Grill’s compliance with the Stipulation to Creede’s municipal officials, or, conversely, Creede’s municipal officials’ (particularly Ms. Lintott) usurpation of that

determination. While the Record does not show exactly how this delegation and/or usurpation came to be, it shows that the determination of Kip's Grill's compliance with the Stipulation did not occur in the manner that the Board of Trustees stipulated to. Accordingly, the Court reverses the Defendants' decision not to renew Kip's Grill's liquor license. This matter is remanded to the Board of Trustees for proceedings consistent with this Order.

(c) **Kip's Grill is Entitled to Recover its Costs**

"A plaintiff who obtains judgment or an award of execution in an action brought under subsection (4) or (5) of rule 106(a), C.R.C.P., shall recover his costs of suit." C.R.S. § 13-16-111. This statute is mandatory (*i.e.*, "**shall**"). The Court therefore orders that Kip's Grill is entitled to an award of costs. Kip's Grill is directed to file an affidavit of costs within twenty-one days of the issuance of this Order; in turn, the Defendants will have fourteen days from the filing date of the affidavit of costs to file an objection thereto.

**ORDER**

**IT IS THEREFORE ORDERED THAT** the relief Kip's Grill requested in its Complaint Pursuant to C.R.C.P. 106(a)(4) is GRANTED.

**IT IS FURTHER ORDERED THAT** the Defendants' decision not to renew Kip's Grill's liquor license is REVERSED.

**IT IS FURTHER ORDERED THAT** the issue of Kip's Grill's license renewal is remanded to the Board of Trustees (**not** Creede's municipal officials) for proceedings consistent with this Order.

**IT IS FURTHER ORDERED THAT** Kip's Grill is awarded its costs associated with this appeal. Kip's Grill must file an affidavit of costs within twenty-one days of the issuance of this



Order. Once the affidavit of costs is filed with the Court (and served on the Defendants), the Defendants have fourteen days to file an objection.

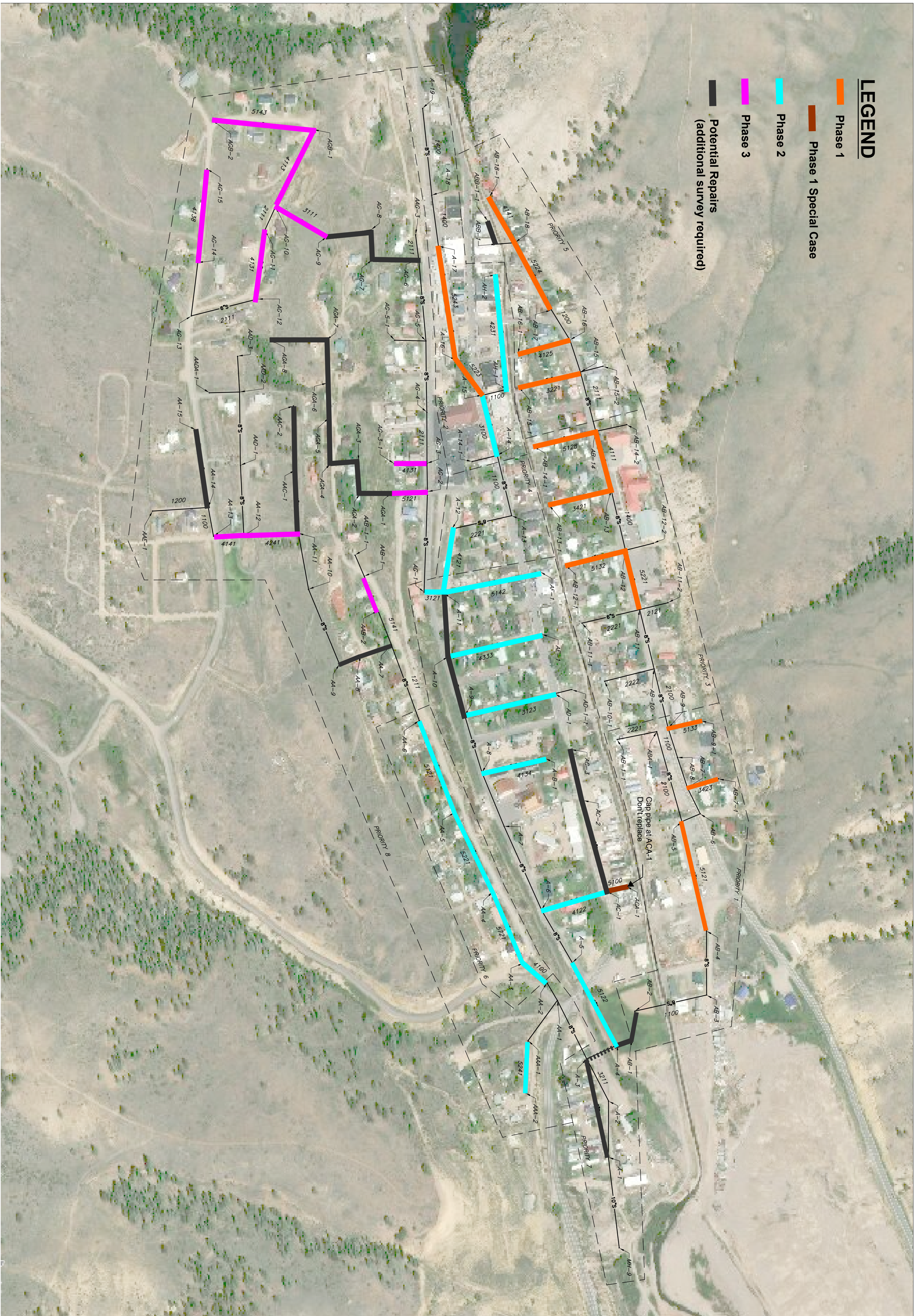
Done this 1st day of December 2020

**BY THE COURT:**



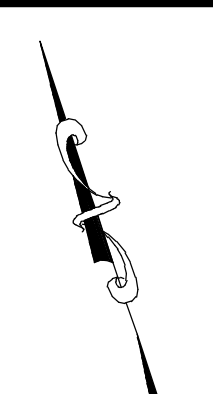
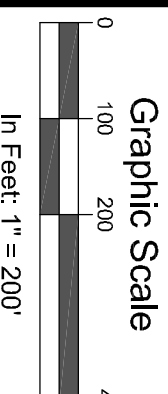
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**CRISTA NEWMYER-OLSEN  
DISTRICT COURT JUDGE**



**LEGEND**

- Phase 1
- Phase 2
- Phase 3
- Potential Repairs  
(additional survey required)



**SGM**  
 118 West Sixth Street, Suite 200  
 Greenwood Springs, CO 81601  
 970.945.1004 www.sgm-inc.com

**Collection System Improvements**  
 City of Creede

Revision	Date	By:

Project Milestone: Preliminary Not For Construction

JOB No.	2019-535-001
Drawn By:	CRH
DATE:	01/28/2020
CHK:	FE
FILE:	CR_Sewer\stem
TITLE:	

Dwg No. 03  
 Collection System Improvement Plan

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## MEMORANDUM

DATE: September 17, 2020

TO: Louis Fineberg, City Manager, City of Creede  
Scott Johnson, Public Works Director, City of Creede  
Matt Hutson, SGM  
Casey Hinkson, SGM

**RE:** *Collection System I&I Improvements Project Summary*

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### **Project Summary**

The City of Creede's 2015 Discharge Permit requires the City to address high inflow and infiltration (I&I) and high cadmium and zinc concentrations. The City contracted Merrick and later Arcadis to identify sources of the metals via a sampling program from 2016-2017. Samples were collected from effluent, surface and ground water at four points throughout the watershed, drinking water intake wells, and 17 locations in the collection system. The program suggested that the primary source of metals in the wastewater is I&I from the collection system. In June 2018, Mayer Specialty Services was retained to video inspect the City's entire collection system to diagnose sources of I&I. Major damage and visible infiltration was detected throughout the collection system, with 40 pipe segments (runs between manholes) having at least one level 3 defect or higher according to the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Scoring System.

The purpose of this I&I Improvements project is to remediate damage throughout the collection system and thereby address both the I&I and cadmium/zinc compliance schedules required by Creede's Discharge Permit. The project will be completed in three phases from 2021-2023 and will involve the complete replacement of the 40 pre-identified pipe segments (approximately 11,000 LF) with level 3 defects or higher, beginning with those segments located in areas where metals concentrations were found to be the highest.

Phase 1 will include the replacement of 14 individual pipe segments mostly east of Willow Creek in the area of the highest concentrations of metals. Additionally, one short pipe segment in this area was discovered to lack a terminal manhole or cap during the inspection. During Phase 1, the end of the pipe will be capped, and a new surface cleanout installed to seal off a major source of inflow and provide a means of cleaning and inspecting the pipe in the future. Phase 1 work will take place in summer 2021. Phase 2 will include the replacement of 15 individual pipe segments west of Willow Creek. Phase 2 will take place in summer 2022. Phase 3 will involve the replacement of the 10 remaining pipes identified for replacement. These segments are located on the elevated ground west of town and in an area with very low metals concentrations. Work in Phase 3 will take place in summer 2023. See the Replacement Phase Plan map in the enclosed drawing set for the locations of the proposed replacements and phases.

Damaged pipes and associated bedding material will be removed, new bedding material placed, and new pipe installed between manholes. Replacement pipe will be C-900 PVC or engineer approved equal. All sections to be replaced are composed of either 6" (branch lines) or 8" (main lines) inner diameter (ID)

pipes. New pipes will match ID the of pipes they are replacing. Pipes will be replaced from downstream manhole to upstream manhole using the existing manhole pipe boots or solid sleeve couplings if pipe boots are unusable. All existing manholes will remain in place. Active services will be reconnected while capped services will not. Bypass pumping will be used so that sewer service is maintained during repair operations. Paved sections of roadway will be repaved after pipe replacement is complete. Gravel roadways will be resurfaced with class 6 material.

### **Additional Pipe Inspections**

Prior to commencement of final design, the City of Creede will conduct additional CCTV video sewer inspections on sections of pipe that were not inspected during Mayer’s 2018 inspection. Additional inspections will determine whether previously unaccounted for damage exists in the system and determine whether additional pipe replacements need to be added to the I&I improvements plan. Additional repairs identified as a result of these inspections will be added to the Phase 3 plan, unless proximity makes it more practical to include them in previous phases.

A total of 32 individual pipe segments will be inspected, including large sections of the system west of Capital Avenue and the entire nine-manhole North Creede section. See the Inspection Plan map in the enclosed drawing set for the locations of planned inspections.

### **Cost Estimate**

The estimated cost of all three phases of the I&I Improvements project is approximately \$2.6 million (\$1 million for Phase 1, \$1.1 million for Phase 2, and \$0.5 million for Phase 3). This cost includes engineering design; surveying; subsurface utility engineering (SUE) investigations; mobilization and demobilization; material and labor for installation of 6" and 8" pipes, bedding material, couplings, service connections, asphalt and/or gravel road replacement; bypass pumping during installation; and project oversight. This cost will increase if additional pipe segments are identified for replacement during additional inspections. CCTV video inspections of select sewer segments (included in the total Phase 1 cost) are estimated to cost approximately \$23,750 and will be completed by a third-party. See the enclosed Cost Estimate spreadsheet for details.

### **Project Schedule**

The I&I Improvements Project will progress according to the following schedule:

Design Survey	September 2020
SUE Investigations	September-October 2020
CCTV Video Inspections	October 2020
Phase 1 Design	November 2020-April 2021
Phase 1 Construction	July-October 2021
Phase 2 Design	November 2021-April 2022
Phase 2 Construction	July-October 2022
Phase 3 Design	November 2022-April 2023
Phase 3 Construction	July-October 2023

## ENGINEER'S OPINION OF PROBABLE COST

**PROJECT:** Creede Wastewater Collection System Improvements  
**CLIENT** City of Creede  
**SGM NO.:** 2019-535.001  
**DATE:** 9/22/2020  
**PREPARED BY:** Casey Hinkson, PE

	Estimated Cost	High Estimate	Low Estimate
<b>Phase 1</b>	\$ 1,027,455	\$ 1,335,691	\$ 873,337
<i>CCTV Inspection</i>	\$ 23,750	--	--
<b>Phase 2</b>	\$ 1,088,393	\$ 1,414,911	\$ 925,134
<b>Phase 3</b>	\$ 512,822	\$ 666,669	\$ 435,899
<b>TOTAL PROJECT COST:</b>	\$ 2,628,671	\$ 3,417,272	\$ 2,234,370

### Notes and Assumptions

- 1) Identified pipe segments will be removed and completely replaced between manholes
- 2) All manholes will remain in place
- 3) Connections as per new construction at downhill manhole and with coupling at uphill manhole
- 4) Asphalt cuts 10' wide
- 5) All items include labor and material costs
- 6) Project Budget is based on conceptual design
- 7) Does not include permit, legal, or other consultant fees
- 8) Construction Management includes part-time inspection over 3 month period
- 9) SUE Investigations may vary based on findings. Actual costs will be billed

### **Engineer's Disclaimer on the Engineer Estimate of Probable Cost**

This ENGINEER'S opinion of probable construction cost is made on the basis of ENGINEER'S experience and qualifications and represents the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost as prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction costs, OWNER shall employ an independent cost estimator or contractor.

**PHASE 1 ENGINEER'S OPINION OF PROBABLE COST**

**PROJECT:** Creede Wastewater Collection System Improvements  
**CLIENT:** City of Creede  
**SGM NO.:** 2019-535.001  
**DATE:** 9/22/2020  
**PREPARED BY:** Casey Hinkson, PE

Item #	Item Description	Estimated Quantity	Unit	Unit Cost	Total Cost
<b>CONSTRUCTION ITEMS</b>					
1	Mobilization/Demob	10	%		\$ 62,133
2	Traffic Control	1	LS	\$ 10,000.0	\$ 10,000
3	Construction Surveying	1	LS	\$ 10,000.0	\$ 10,000
4	Bypass Pumping	1	LS	\$ 12,600.0	\$ 12,600
5	Sewer Video Inspection	9,500	LF	\$ 2.5	\$ 23,750
6	8" PVC SDR 35 Sewer line	1,550	LF	\$ 97.0	\$ 150,350
7	6" PVC SDR 35 Sewer line	1,400	LF	\$ 94.0	\$ 131,600
8	8" Pipe Coupling	9	EA	\$ 400.0	\$ 3,600
9	6" Pipe Coupling	5	EA	\$ 385.0	\$ 1,925
10	Cap 8" Sewer Stub Out	1	EA	\$ 1,500.0	\$ 1,500
11	Sewer Service Connections	90	EA	\$ 1,500.0	\$ 135,000
12	Asphalt Replacement	2,600	SY	\$ 35.0	\$ 91,000
13	Restoration	1	LS	\$ 50,000.0	\$ 50,000
14	Minor Contract Revisions	-	\$	\$ -	\$ -
<b>Subtotal of Construction Items</b>					<b>\$ 683,458</b>

<b>OTHER DESIGN AND CONSTRUCTION ITEMS</b>					
15	Geotech	1	LS		\$ 12,000
16	Design Survey (for all phases)	4	%		\$ 25,884
17	SUE Investigations	1	LS		\$ 40,000
18	Engineering	10	%		\$ 64,711
19	Construction Management	10	%		\$ 64,711
20	Contingency - concept level	20	%		\$ 136,692
<b>Subtotal of Other Design and Construction Items</b>					<b>\$ 343,997</b>

<b>ENGINEER'S OPINION OF TOTAL PHASE 1 COSTS</b>				<b>\$ 1,027,455</b>
	<b>High</b>	<b>+30%</b>	<b>\$</b>	<b>1,335,691</b>
	<b>Low</b>	<b>-15%</b>	<b>\$</b>	<b>873,337</b>

Notes and Assumptions

- 1) Identified pipe segments will be removed and completely replaced between manholes
- 2) All manholes will remain in place
- 3) Connections as per new construction at downhill manhole and with coupling at uphill manhole
- 4) Asphalt cuts 10' wide
- 5) All items include labor and material costs
- 6) Project Budget is based on conceptual design
- 7) Does not include permit, legal, or other consultant fees
- 8) Construction Management includes part-time inspection over 3 month period
- 9) SUE Investigations may vary based on findings. Actual costs will be billed

**Engineer's Disclaimer on the Engineer Estimate of Probable Cost**

This ENGINEER'S opinion of probable construction cost is made on the basis of ENGINEER'S experience and qualifications and represents the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost as prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction costs, OWNER shall employ an independent cost estimator or contractor.

**PHASE 2 ENGINEER'S OPINION OF PROBABLE COST**

**PROJECT:** Creede Wastewater Collection System Improvements  
**CLIENT** City of Creede  
**SGM NO.:** 2019-535.001  
**DATE:** 9/22/2020  
**PREPARED BY:** Casey Hinkson, PE

Item #	Item Description	Estimated Quantity	Unit	Unit Cost	Total Cost
<b>CONSTRUCTION ITEMS</b>					
1	Mobilization/Demob	10	%		\$ 67,939
2	Traffic Control	1	LS	\$ 10,000.0	\$ 10,000
3	Construction Surveying	1	LS	\$ 10,000.0	\$ 10,000
4	Bypass Pumping	1	LS	\$ 12,600.0	\$ 12,600
5	8" PVC SDR 35 Sewer line	3,200	LF	\$ 97.0	\$ 310,400
6	6" PVC SDR 35 Sewer line	1,550	LF	\$ 94.0	\$ 145,700
7	8" Pipe Coupling	11	EA	\$ 400.0	\$ 4,400
8	6" Pipe Coupling	4	EA	\$ 385.0	\$ 1,540
9	Sewer Service Connections	56	EA	\$ 1,500.0	\$ 84,000
10	Asphalt Replacement	1,450	SY	\$ 35.0	\$ 50,750
11	Restoration	1	LS	\$ 50,000.0	\$ 50,000
12	Minor Contract Revisions	-	\$	\$ -	\$ -
<b>Subtotal of Construction Items</b>					<b>\$ 747,329</b>

<b>OTHER DESIGN AND CONSTRUCTION ITEMS</b>					
13	Geotech	1	LS		\$ 12,000
14	SUE Investigations	1	LS		\$ 40,000
15	Engineering	9	%		\$ 66,126
16	Construction Management	10	%		\$ 73,473
17	Contingency - concept level	20	%		\$ 149,466
					<b>15 \$ 341,064</b>

<b>ENGINEER'S OPINION OF TOTAL PHASE 2 COSTS</b>				<b>\$ 1,088,393</b>
	<b>High</b>	<b>+30%</b>	<b>\$</b>	<b>1,414,911</b>
	<b>Low</b>	<b>-15%</b>	<b>\$</b>	<b>925,134</b>

Notes and Assumptions

- 1) Identified pipe segments will be removed and completely replaced between manholes
- 2) All manholes will remain in place
- 3) Connections as per new construction at downhill manhole and with coupling at uphill manhole
- 4) Asphalt cuts 10' wide
- 5) All items include labor and material costs
- 6) Project Budget is based on conceptual design
- 7) Does not include permit, legal, or other consultant fees
- 8) Construction Management includes part-time inspection over 3 month period
- 9) SUE Investigations may vary based on findings. Actual costs will be billed

**Engineer's Disclaimer on the Engineer Estimate of Probable Cost**

This ENGINEER'S opinion of probable construction cost is made on the basis of ENGINEER'S experience and qualifications and represents the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost as prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction costs, OWNER shall employ an independent cost estimator or contractor.

**PHASE 3 ENGINEER'S OPINION OF PROBABLE COST**

**PROJECT:** Creede Wastewater Collection System Improvements  
**CLIENT** City of Creede  
**SGM NO.:** 2019-535.001  
**DATE:** 9/22/2020  
**PREPARED BY:** Casey Hinkson, PE

Item #	Item Description	Estimated Quantity	Unit	Unit Cost	Total Cost
<b>CONSTRUCTION ITEMS</b>					
1	Mobilization	1	LS	\$ 31,500.0	\$ 31,500
2	Traffic Control	1	LS	\$ 10,000.0	\$ 10,000
3	Construction Surveying	1	LS	\$ 5,000.0	\$ 5,000
4	Bypass Pumping	1	LS	\$ 12,600.0	\$ 12,600
5	8" PVC SDR 35 Sewer line	1,750	LF	\$ 97.0	\$ 169,750
6	6" PVC SDR 35 Sewer line	90	LF	\$ 94.0	\$ 8,460
7	8" Pipe Coupling	8	EA	\$ 400.0	\$ 3,200
8	6" Pipe Coupling	2	EA	\$ 385.0	\$ 770
9	Sewer Service Connections	22	EA	\$ 1,500.0	\$ 33,000
10	Asphalt Replacement	-	SY	\$ 35.0	\$ -
11	Restoration	1	LS	\$ 50,000.0	\$ 50,000
12	Minor Contract Revisions	-	\$	\$ -	\$ -
<b>Subtotal of Construction Items</b>					<b>\$ 324,280</b>

<b>OTHER DESIGN AND CONSTRUCTION ITEMS</b>					
13	Geotech	1	LS		\$ 12,000
14	SUE Investigations	1	LS		\$ 40,000
15	Engineering	9	%		\$ 28,051
16	Construction Management	14	%		\$ 43,635
17	Contingency - concept level	20	%		\$ 64,856
<b>Subtotal of Other Design and Construction Items</b>					<b>\$ 188,542</b>

<b>ENGINEER'S OPINION OF TOTAL PHASE 2 COSTS</b>				<b>\$ 512,822</b>
	<b>High</b>	<b>+30%</b>	<b>\$</b>	<b>666,669</b>
	<b>Low</b>	<b>-15%</b>	<b>\$</b>	<b>435,899</b>

Notes and Assumptions

- 1) Identified pipe segments will be removed and completely replaced between manholes
- 2) All manholes will remain in place
- 3) Connections as per new construction at downhill manhole and with coupling at uphill manhole
- 4) Asphalt cuts 10' wide
- 5) All items include labor and material costs
- 6) Project Budget is based on conceptual design
- 7) Does not include permit, legal, or other consultant fees
- 8) Construction Management includes part-time inspection over 3 month period
- 9) SUE Investigations may vary based on findings. Actual costs will be billed

**Engineer's Disclaimer on the Engineer Estimate of Probable Cost**

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# City of Creede

## Collection System I&I Improvements



City of Creede  
Collection System I&I Improvements

Rev.	Date	By

Job No. 2019-535.001  
 Drawn by: CRH  
 Date: 09/15/2020  
 QC: SA  
 File: CR-Admin

Title: Cover Sheet  
 Dwg No. 1  
 of 5



Vicinity Map



118 West Sixth Street, Suite 200  
 Glenwood Springs, CO 81601  
 970.945.1004 www.sgm-inc.com

Project Engineer  
Chad A. Paulson, P.E. 33326

Owner/Applicant  
City of Creede

2223 N. Main St.  
 Creede, CO 81130

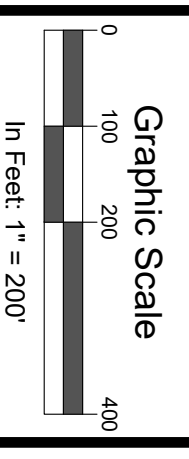
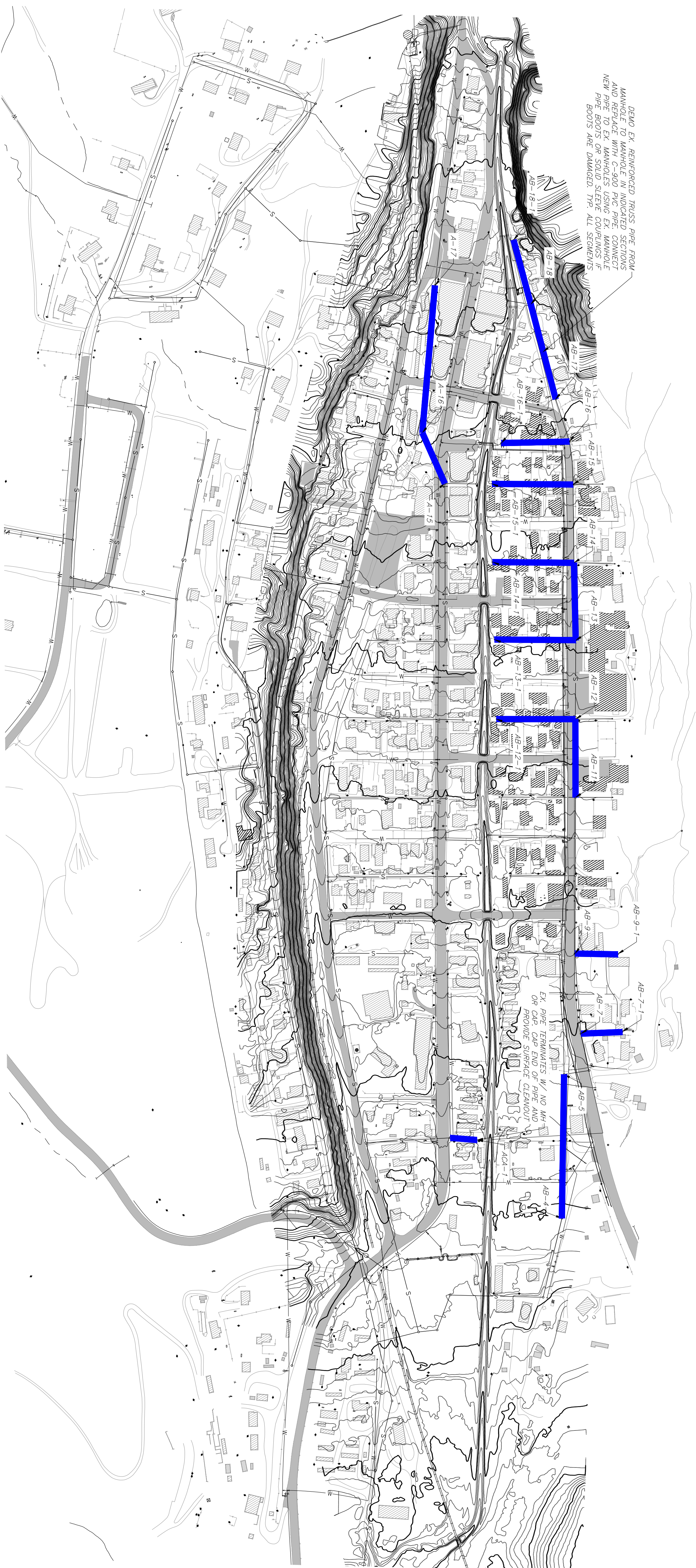
Preliminary - Not for Construction  
 September 2020

Sheet Index	
Sheet Number	Sheet Title
1	Cover Sheet
2	Phase 1 Layout
3	Phase 2 Layout
4	Phase 3 Layout
5	Locations of Planned Future Inspections

**Scope of Work**  
 Demo and replace sewer main pipe and bedding material in 40 identified pipe runs; connect replacement pipe to existing manholes; cap identified sewer pipes with no end manhole; reconnect sewer services on replaced pipe runs; and provide sewer bypass during construction.



I:\2019\2019-535-Creede\001-General Engineering\02-Wastewater\19-Dwg\CR-Admin.dwg Plot Date: 9/22/2020 3:32 PM By: Casey Hennessy



**SGM**  
118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

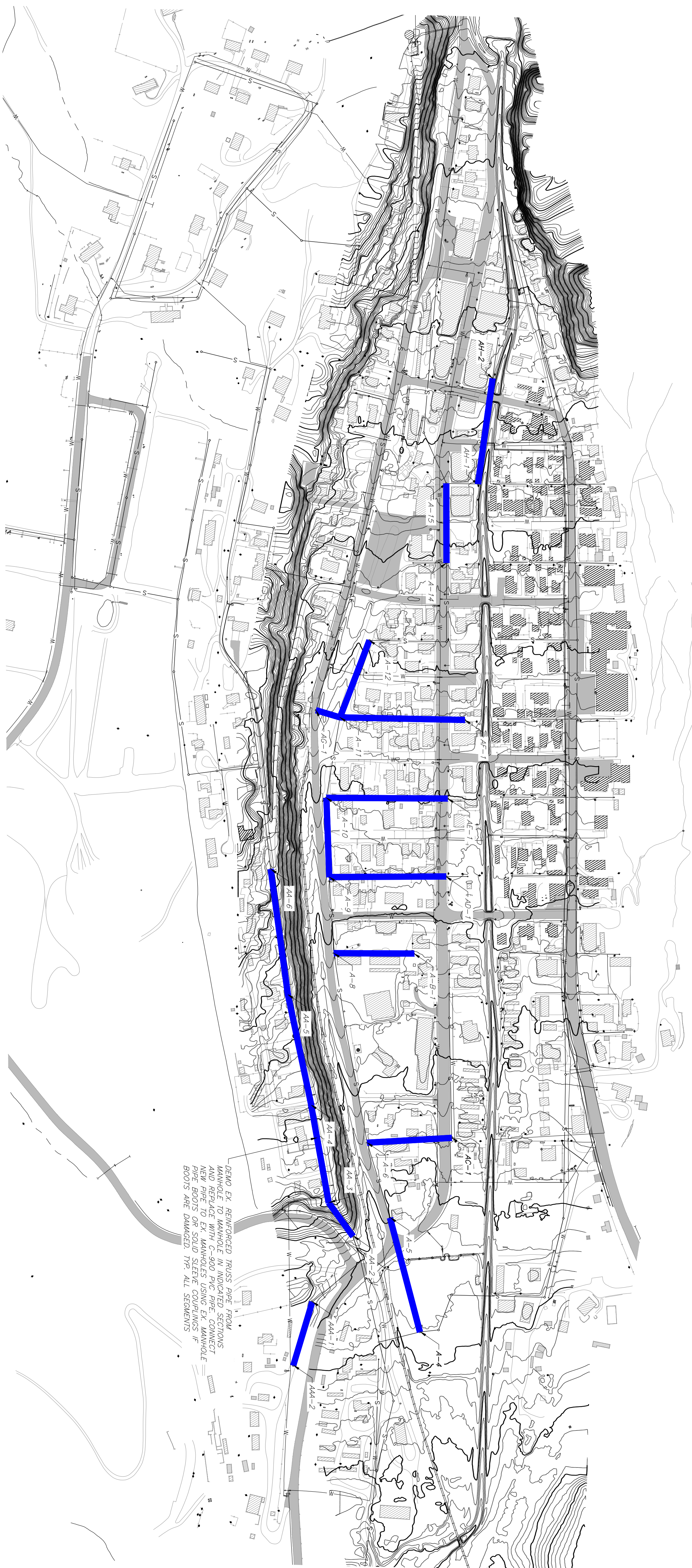
Collection System  
I&I Improvements  
City of Creede

#	Revision	Date	By:

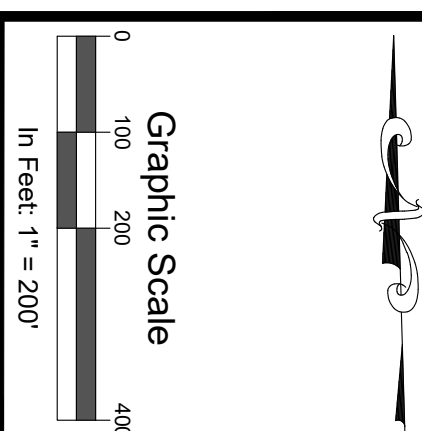
Job No. 2019-535-001  
Drawn By: CRH  
Date: 09/19/2020  
File: CR-SewerSystem  
Title: Phase 1 Improvements Plan

Project Milestone: Preliminary - Not for Construction

PHASE 2 IMPROVEMENTS PLAN  
SCALE: 1" = 200'



1. REMOVE EX. REINFORCED TRUSS PIPE FROM  
 MANHOLE TO MANHOLE IN INDICATED SECTIONS  
 AND REPLACE WITH C-900 PVC PIPE. CONNECT  
 NEW PIPE TO EX. MANHOLES USING EX. MANHOLE  
 PIPE BOOTS OR SPOD SLEEVE COUPLINGS IF  
 BOOTS ARE DAMAGED. TYP. ALL SECTIONS

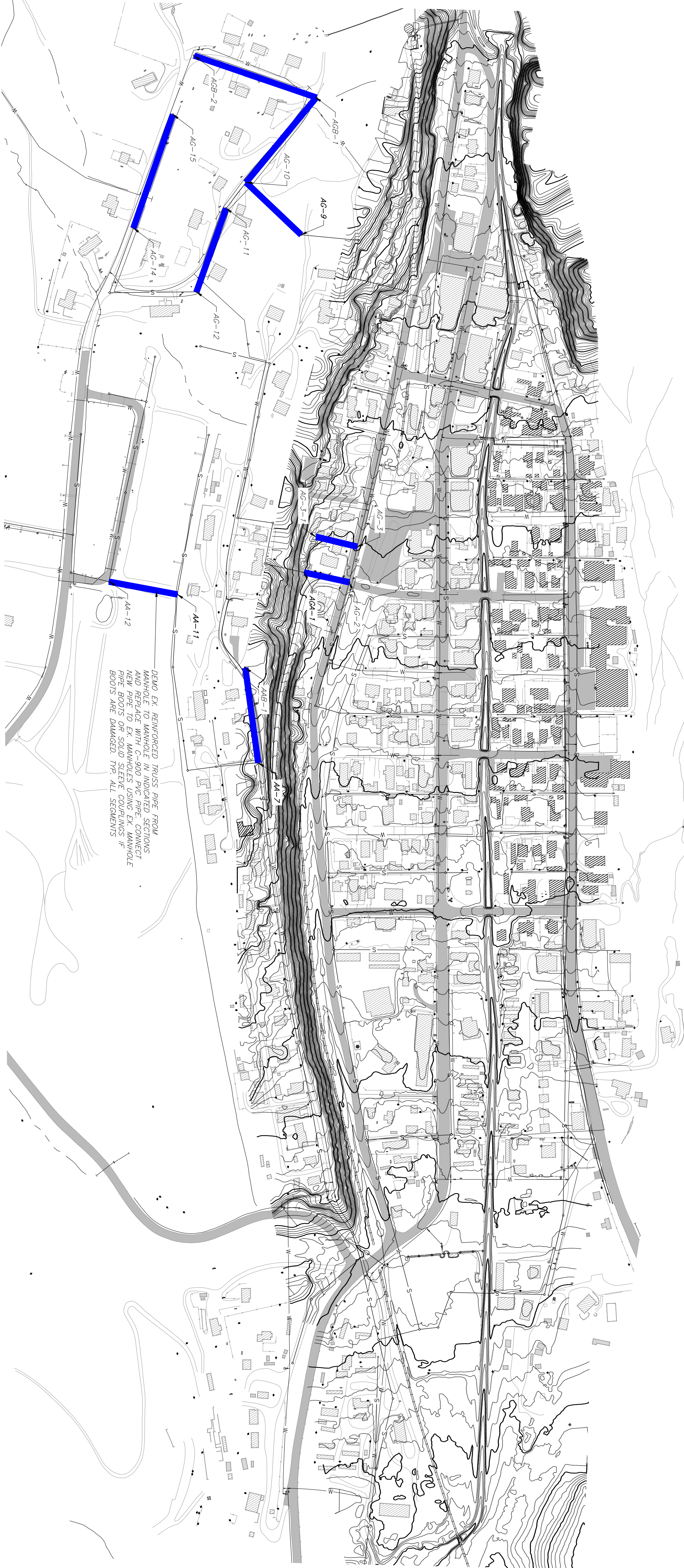


**SGM**  
 118 West Sixth Street, Suite 200  
 Glenwood Springs, CO 81601  
 970.945.1004 www.sgm-inc.com

Collection System  
 I&I Improvements  
 City of Creede

#	Revision	Date	By

Job No. 2019-535-001  
 Drawn By: CRH  
 Date: 09/19/2020  
 File: CR-SewerSystem  
 Title: Phase 2 Layout



**PHASE 3 IMPROVEMENTS PLAN**  
SCALE: 1" = 200'

#	Revision	Date	By

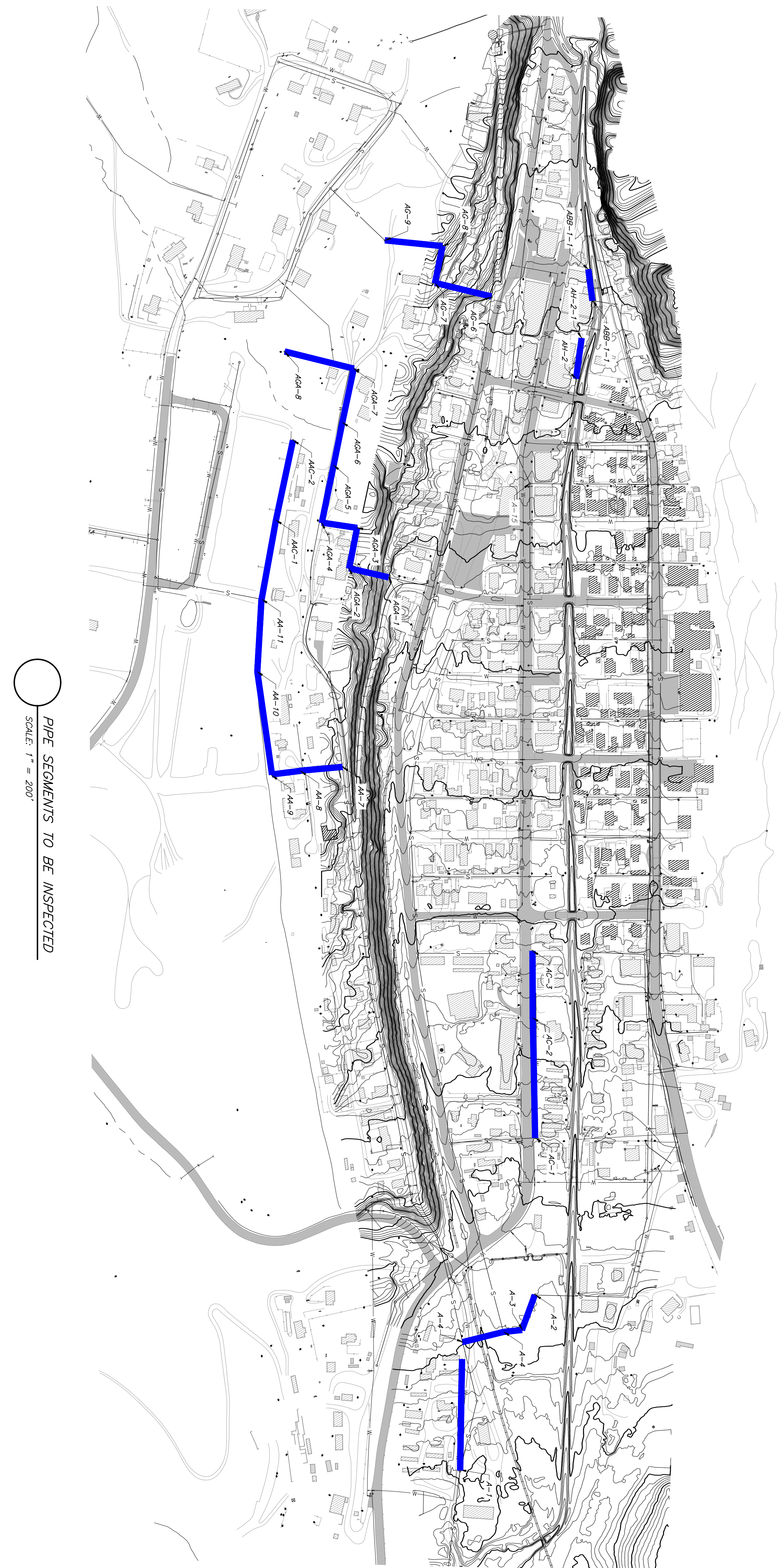
Job No. 2019-535-001  
Drawn By: CRH  
Date: 09/19/2020  
File: CR-SewerSystem  
Title: Phase 3 Layout

Project Milestone: Preliminary - Not for Construction

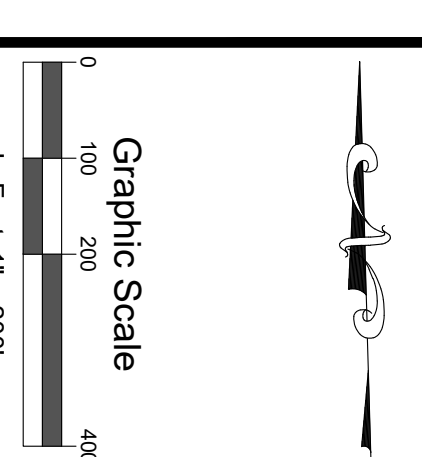
**Collection System  
I&I Improvements**  
City of Creede

**SGM**  
118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

Graphic Scale  
0 100 200 400  
In Feet: 1" = 200'



PIPE SEGMENTS TO BE INSPECTED  
SCALE: 1" = 200'



**SGM**  
118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

### Collection System I&I Improvements

City of Creede

Revision	Date	By

#	/

Project Milestone: Preliminary - Not for Construction

Job No: 2019-535.001  
Drawn by: CRH  
Date: 09/15/2020  
File: CR-SewerSystem

Locations of Planned Future Inspections

# Resolution No. 2021-01

## THE RE-PLAT OF LOTS 1-7, BLOCK 36, SOUTH CREEDE

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

**WHEREAS**, Mark E. Tiley and Erin M. Tiley (hereafter “the Owners”) are the owners of Lots 1-7, Block 36, South Creede (hereafter “the Property”), described in the Quit Claim Deed (Exhibit A) and Plat of Survey (Exhibit B); and

**WHEREAS**, the Owners are desirous of dividing the Property into two smaller tracts, one containing Lots 1 and 2 of Block 36 and the second containing Lots 3-7 of Block 36; and

**WHEREAS**, the Owners have surveyed the Property and included a replat proposal as described in the Land Use Application (Exhibit C); and

**WHEREAS**, Town Staff has reviewed the application and is recommending approval of the subdivision request;

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

**SECTION 1:** The Board of Trustees have determined that it is in the best interest of the citizens of the City to approve the requested final plat application; and

**SECTION 2:** The above-described property will be deemed replatted and will be recorded as “**Lots 1-2, Block 36**” and “**Lots 3-7 Block 36**”, South Creede, City of Creede, and Mineral County, Colorado.

**APPROVED AND ADOPTED by the Board of Trustees this 2<sup>nd</sup> day of March 2021.**

**CITY OF CREEDE:**

**ATTEST:**

\_\_\_\_\_  
Mayor Date  
Jeffrey Larson

\_\_\_\_\_  
Attest; City Clerk Date  
Sarah Efthim

ON

1-7,  
County

# PLAT OF SURVEY

## FOR PORTIONS OF BLOCKS 35 & 36

LOCATED IN THE EAST HALF (E½) OF  
SECTION 36, T 39 N., R 7 E., N.M.P.M.,  
CITY OF CREEDE, MINERAL COUNTY, COLORADO.



Bearings for this survey are based  
using a Topcon Hyper V  
and are referenced to the N  
Block 36 and monumented

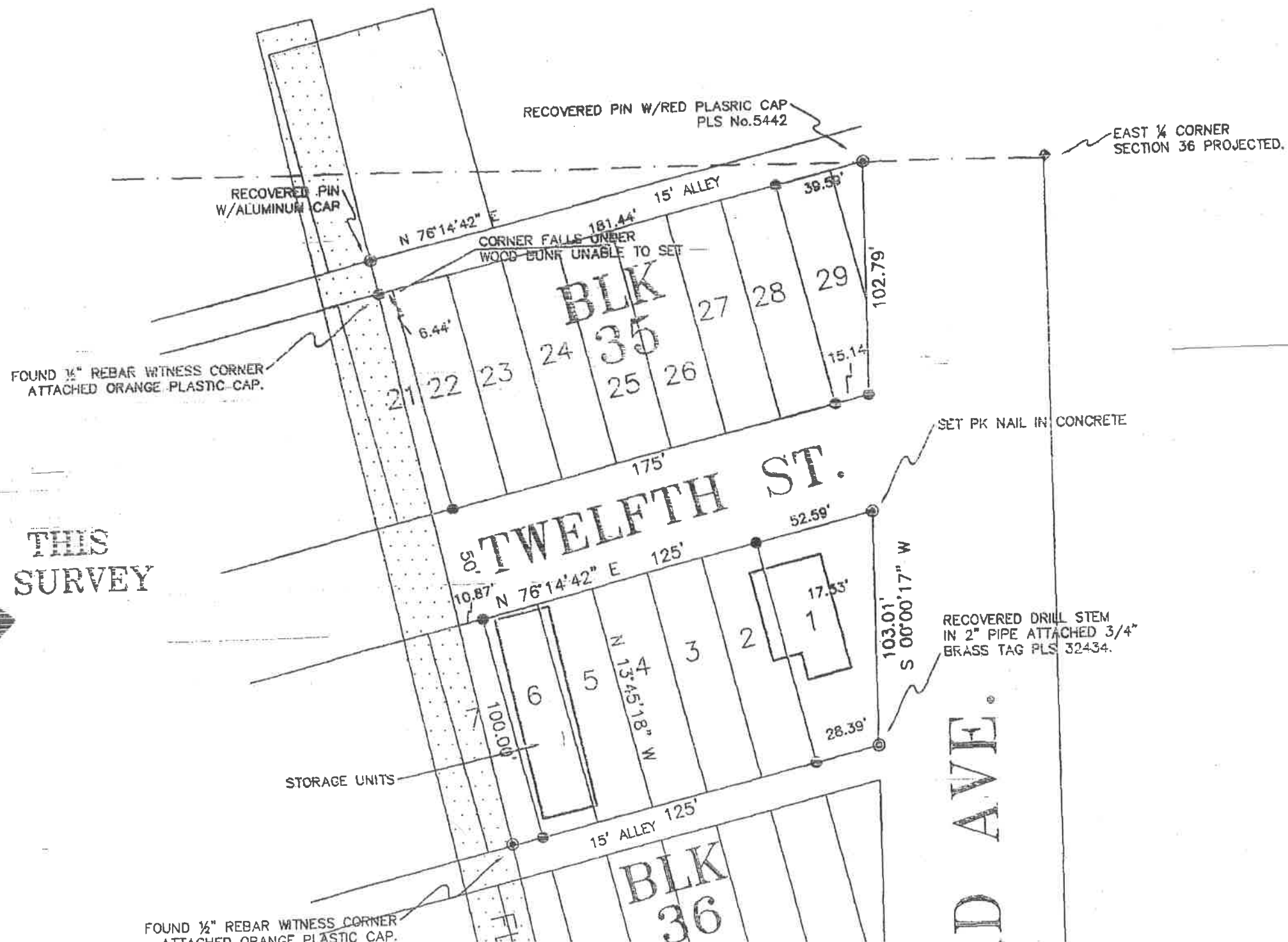


GRAPHIC SCALE  
1" = 50'



THIS  
SURVEY

COMMUNITY MAP



- ◆ ALIQUOT
- AS DE
- MONUMENT
- SET 1/2" PLASTIC
- ALIQUOT

**CITY OF CREEDE  
LAND USE APPLICATION**

Project Name: Willow Creek Storage - Shop - division  
Date Submitted: 1-20-2021 Application Fee: \$500.00

**TYPE OF APPLICATION (Check all applicable)**

Variance Request	<input type="checkbox"/>	Conditional Use	<input type="checkbox"/>	Special Exception Use	<input type="checkbox"/>
Zoning Change	<input type="checkbox"/>	Replat/Boundary Adj.	<input type="checkbox"/>	Property Plat	<input type="checkbox"/>
Subdivision Pre-Plat	<input type="checkbox"/>	Subdivision Final Plat	<input checked="" type="checkbox"/>	Road/Street Vacation	<input type="checkbox"/>
Annexation	<input type="checkbox"/>	Other	<input type="checkbox"/>		

Variance action involves allowing a deviation from a development standard in unique situations generally related to lot, size or shape.  
Conditional Use involves allowing a listed Conditional use of a particular zoning.  
Special Exception Use involves allowing a deviation from the permitted uses of a particular zoning.

**PROJECT INFORMATION**

Property Owner(s) Name Willow Creek Storage LLC  
Property Owner(s) Name \_\_\_\_\_

Address 112 E 12<sup>th</sup> Street

City & Zip Code Creede CO 81130 Phone 719-480-3412

Contact Name: Mark Tiley Phone 719 480-3412

Project Location: 112 E 12<sup>th</sup> Street

Existing Use shop Proposed Use shop

Existing Zoning Commercial Proposed Zoning Commercial

Legal Description of Property (lots and block(s))  
Block 36 Lots 1 & 2

Provide a copy of your property deed and a survey, drawn to scale, of the affected area, showing boundaries & existing zoning in all adjacent areas.

Reason for Application:  
Division of lots - Final



LAND USE & PUBLIC FACILITIES

Land use designations (residential, Business, Industrial etc.) Commercial  
Public facilities (Yes / No) Street Intersections Railroad Ave & 12th Street

UTILITY & SPECIAL DISTRICTS

Water & Sewer City of Creede Drainage: City of Creede  
Road & Bridge City of Creede Fire Protection Mineral County

OTHER ISSUES (Yes or No)

Property in Floodplain? Yes State Highway Access? No  
Other: \_\_\_\_\_

CERTIFICATION

I certify that I am the lawful owner or representative of all the parcel(s) of land, which this application concerns, and consent to this action:

Owner/Representative: Mark E. Tello Date: 1/20/21  
Owner/Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner/Representative: \_\_\_\_\_ Date: \_\_\_\_\_

The Applicant agrees to reimburse the City for any and all expenses incurred by the City during the planning and review process for their request including, but not limited to engineering, attorney, surveying, consultant and out-of-pocket expenses. Invoices for these expenses are due and payable to the City as follows: all documents are due net in fifteen (15) days from the date of the invoice. Interest on any overdue amounts will be assessed at two (2%) percent per month (24% APR). Failure to pay by the Applicant will also result in an immediate suspension of the approval process by the City, including the cancellation of any scheduled hearing and the withholding of building permits. In the event the City is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees incurred in said collection efforts in addition to the amounts due and unpaid.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge. In filing this application I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Creede must be submitted prior to having this application processed.

Applicant: Mark E. Tello Date: 1/20/21  
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

STAFF USE ONLY

APPLICATION ACCEPTED:

Date: \_\_\_\_\_ By: \_\_\_\_\_ Fee: \_\_\_\_\_

# Special Exception Use

The City of Creede zoning regulations include requirements that regulate land usage within Town. A Special Exception Use involves allowing a deviation from the permitted uses of a particular zoning. The due process involves meetings with the Planning & Zoning Commission and the Board of Trustees. Because of the meeting dates for the Planning & Zoning Commission and Board of Trustees the due process will take between forty-five (45) and sixty (60) days.

The Board of Trustees meet on the first Tuesday of every month and the Planning & Zoning Commission meet on the second Tuesday of every month. All information must be submitted no later than noon the week before

**Applicant:** Willow Creek Storage LLC

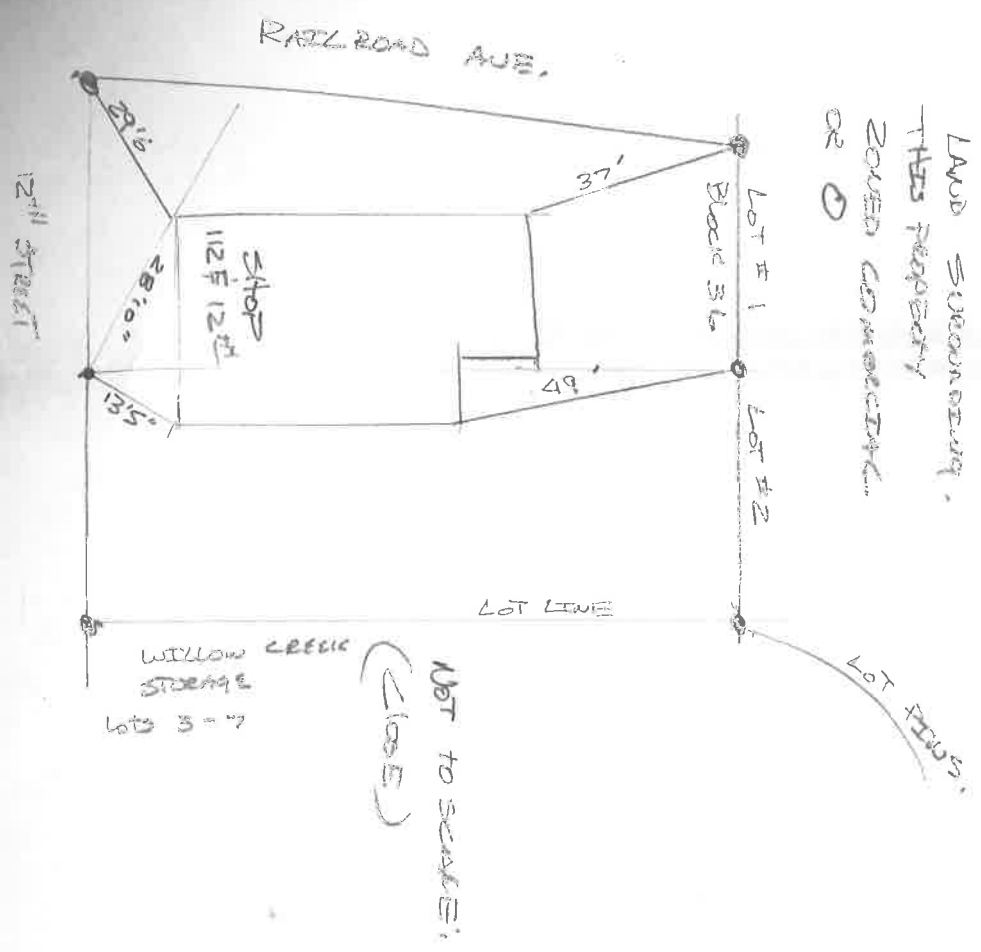
**Special Use:** \_\_\_\_\_  
(Example: allow business in residential zoning)

The town land use manager will review and process the application and may seek additional input from fire, police, building inspector, or other qualified personnel before processing the application. Upon approval of the application the dates and times of the meetings will be scheduled.

**Planning & Zoning Commission:** \_\_\_\_\_  
**Date & Time**

**Board of Trustees:** \_\_\_\_\_  
**Date & Time**

**Board of Trustees:** \_\_\_\_\_  
**Date & Time**



LAND SURROUNDING  
 THIS PROPERTY  
 ZONED COMMERCIAL  
 OR  $\odot$

NOT TO SCALE!  
 (CLOSE)

**The following criteria factors shall be applied by the Planning & Zoning Commission, and Board of Trustees in review the application:**

1. Is the proposed land use consistent with the master/ comprehensive plan?
2. Is the proposed land use compatible with the surrounding land uses in the specific area? Is the proposed land use substantially dissimilar from existing land uses? Is the density compatible?
3. Will the proposed activity create any adverse environmental influences on the surrounding area? For example: Will the proposed use generate excessive dust, odors, fumes, noise, glare or vibrations?
4. Will the proposed activity generate additional traffic and congestion in the area? Will existing infrastructures (water, sewer, drainage and roads) be overburdened by the intended activity? Are egress and ingress areas appropriately and safely located?
5. Is the internal circulation plan convenient and safe for residential traffic, pedestrian ways, landscaping, delivery service and fire and police protection?
6. Is there satisfactory arrangements for any planned signage and/or additional lighting?

After completing their review, the Planning & Zoning Commission will forward the application and all pertinent data, together with their recommendations to the Board of Trustees to consider starting the Public Notice process and setting Public Hearing. Notice of the Public Hearing is put in the local paper and sent to adjacent property owners no less than fifteen (15) days prior to their next regularly scheduled meeting. The Board of Trustees will hold the Public Hearing, discuss and then approve or deny the application.



59988 04/02/2002 09:55A B103 P904 QCD  
1 of 1 R 5.00 D 5.00 N 0.00 Mineral County

# QUIT CLAIM DEED

THIS DEED, Made this day of **April 1, 2002**

**BERTIE J. HOSSELKUS**

of the County of **MINERAL**, in the State of **COLORADO**, grantor, and

**MARK E. TILEY AND ERIN M. TILEY**

whose legal address is **P.O. BOX 207 CREEDE, CO 81130** of the County of **MINERAL** in the State of **COLORADO**, grantee(s):

WITNESSETH, that the said grantor, for and in consideration of the sum of **Fifty thousand exactly (\$ 50,000.00) DOLLARS**, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee(s), heirs and successors and assigns, forever, not in tenancy in common, but in joint tenancy, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any situate, lying and being in the County of **MINERAL** and State of **COLORADO**, described as follows:

**LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 36, SOUTH CREEDE, MINERAL COUNTY, COLORADO AND LOTS 21, 22, 23, 24, 25, 26, 27, 28 AND 29, BLOCK 35, SOUTH CREEDE, MINERAL COUNTY, COLORADO**

also known by street and number as **VACANT LAND**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee(s) their heirs and assigns forever. The singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

\_\_\_\_\_  
\_\_\_\_\_

*Bertie J. Hossekus*  
\_\_\_\_\_  
BERTIE J. HOSSELKUS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





1/7/2008 2:12 PM  
DELD \$6.00 \$0.00

Eryn K Follman  
Mineral County Clerk

This Deed, Made this 18<sup>th</sup> day of DEC in the year of our  
TWO THOUSAND SEVEN  
Lord one thousand nine hundred and

between MARK E & ERIN M  
TILLEY

whose street address is 527 RIVER DRIVE, City or Town of CREEDE

County of MINERAL and State of Colorado, of the first part, and

WILLOW CREEK STORAGE LLC  
whose street address is 12<sup>th</sup> STREET, City or Town of CREEDE

County of MINERAL and State of Colorado, of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLARS, to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold and quit-claimed, and by these presents does remise, release, sell and quit-claim, unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivors forever, all the following described lot<sup>s</sup> or parcel<sup>s</sup> of land, situate, lying and being in the County of MINERAL and State of Colorado, to-wit:

Lots 21 thru 29 Block 35 SOUTH CREEDE MO  
Lots 1 thru 7 Block 36 SOUTH CREEDE

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of said survivor forever.

In Witness Whereof, The said part of the first part ha hereunto set hand and seal the day and year first above written.

Signed, Scaled and Delivered in the Presence of



Mark E. Tilley (SEAL)  
Erin M. Tilley (SEAL)  
(SEAL)