

REGULAR MEETING

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. PUBLIC COMMENT

Public comment is intended for members of the public wishing to address the Board of Trustees about matters that are not listed for discussion on the agenda. Comments will be taken under advisement by the Board but no decisions will be made. At its discretion, the Board may elect to place a matter raised under public comment on a future agenda for further discussion and possible action.
- VI. PRESENTATIONS
- VII. CONSENT AGENDA
 - a. Approval of minutes for the March 2, 2021 Regular Board Meeting;
 - b. Approval of minutes for the March 16th, 2021 Special Board Meeting;
 - c. Discussion and possible approval of Headwaters Alliance RunOff RunOff event permit in Ed Hargraves Park June 4th through June 5th 2021;
 - d. Discussion and possible approval of San Juan Sports parade permit July 18th 2021
- VIII. BOARD INFORMATION ITEMS
 - a. Check Detail for March 2021;
 - b. Budget to Actual Report for March 2021;
 - c. Staff Report for March 2021;
- IX. NEW BUSINESS
 - a. Discussion and possible approval of an agreement between the City of Creede and Cummins for the purchase and delivery of three (3) back-up generators for critical Town facilities;

OPEN TO THE PUBLIC

POSTED 4/2/2021

- b. Discussion and possible approval of an independent contractor agreement between the City of Creede and VEMCO Electric for services related to the installation of three (3) back-up generators for critical Town facilities;
 - c. Discussion and possible acceptance of a bid from Colorado Energy Systems, LLC in the amount of \$982,194.00 for the installation of one 5KW and one 23KW hydro-electric generation system subject to the subsequent approval of an independent contractor agreement with Colorado Energy Systems by the Board of Trustees;
 - d. Discussion regarding change order approval policy as it pertains to the pending sewer system rehabilitation project for Summer 2021;
 - e. Discussion and possible approval of Ordinance No. 426 "AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMMENDING SECTION 9-3-100(d)(4) TO REQUIRE PAYMENT OF FAIR MARKET VALUE FOR ALL LANDS VACATED PURSUANT TO SECTION 9-3-100 OF THE CITY OF CREEDE ";
 - f. Discussion regarding whether to continue with virtual meetings or move to in-person meetings;
 - g. Discussion and possible retroactive approval of a LOAN AGREEMENT BETWEEN THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY AND CITY OF CREEDE, COLORADO, ACTING BY AND THROUGH ITS WATER AND SEWER ACTIVITY ENTERPRISE FOR THE DESIGN AND ENGINEERING WORK ASSOCIATED WITH THE IMPENDING SEWER REPLACEMENT PROJECT;
 - h. Discussion and possible adoption of City of Creede Resolution 2021-03 "A RESOLUTION BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO EXPRESSING SUPPORT FOR A COLLABORATIVE EFFORT BETWEEN THE CITY AND STEPHEN QUILLER, LOCAL RESIDENT AND ARTIST, TO DEVELOP THE CITY-OWNED VACANT PARCEL OF LAND LOCATED AT THE CORNER OF RIO GRANDE AVE. AND 3RD STREET AS AN ART CENTER COMPLEX";
-
- X. OLD BUSINESS

 - XI. BOARD REPORTS

 - XII. EXECUTIVE SESSION

 - XIII. ADJOURN

OPEN TO THE PUBLIC

POSTED 4/2/2021

**BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
March 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 5:32 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 Kehr, Trustee O’Connell, 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

Town Manager, Louis Fineberg, added Resolution 2021-02 The Re-Plat of Lots 1-7, Block 36, South Creede as item d under New Business. City Clerk, Sarah Efthim-Williamson added a parade permit for David Yarrow Photography as item c under Consent Agenda.

Trustee Wall motioned to approve the agenda. Trustee Brink second. Motioned carried unanimously.

PUBLIC COMMENT

No comment.

PRESENTATIONS

No comment.

CONSENT AGENDA

- a. Approval of minutes for the February 2, 2021 regular Board meeting;
- b. Approval of minutes for the February 16th, 2021 special Board meeting;
- c. Parade Permit for David Yarrow Photography for Tuesday, March 9th 2021

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

BOARD INFORMATION ITEMS

- a. Check Detail for February 2021;
- b. Budget to Actual Report for February 2021;

Trustee Brink wanted further clarification on check number 4127 for Mark Webber Electric. Public Works Director, Scott Johnson, explained it was for the installation of a motion detector light at the wastewater plant.

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;
Corey Hoffmann with HPWC Law gave brief introduction. Trustee Wall motioned. Trustee O'Connell second. Trustee Brink, Trustee Dooley, Trustee Hannah, Trustee O'Connell, and Trustee Wall voted in favor. Trustee Kehr opposed. Vote carried five in favor and one opposed.
- b. Public input / information session pertaining to Phase 1 of the City of Creede Sewer Collection System Replacement Project;
Town Manager Fineberg explained Phase 1 of the project and the relation to the rate increase. Trustee Wall requested City Clerk add the documents for the Phase 1 of the project to the website.
- c. Discussion and possible appointment of one Trustee to the Lower Willow Creek Reclamation Committee;
Trustee Wall motioned to appoint Mayor Larson to the Lower Willow Creek Restoration Company. Trustee O'Connell second. Motion carried unanimously.
- d. Discussion and possible approval of Resolution # 2021-02 "THE RE-PLAT OF LOTS 1-7, BLOCK 36, SOUTH CREEDE";
Trustee Dooley motioned to approve Resolution 2021-02. Trustee Wall second. Motion carried unanimously.

OLD BUSINESS

No Old Business.

BOARD REPORTS

No Board Reports.

ADJOURN

There being no further business to come before the Board, Trustee O'Connell motion to adjourn. Vote was unanimous. Mayor Larson declared adjourned at 6:08PM the motion carried.

Respectfully submitted:

/Sarah Efthim /

Sarah Efthim City Clerk

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
March 16, 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 5:30 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, and Trustee Wall were present. Trustee Kehr, and Trustee O’Connell were not present.

Mayor Larson, presiding, declared a quorum present.

Those members of staff also present were as follows:

Louis Fineberg, Manager
Scott Johnson, Public Works Director
Sarah Efthim, City Clerk

APPROVAL OF AGENDA

No changes to Agenda. Trustee Brink motion Approval of Agenda. Trustee Hannah second. Motion carried unanimously.

PUBLIC COMMENT

Anne Pizel asked when the Board of Trustees meetings will held in person again.

PRESENTATIONS

a. Headwaters Alliance - Update Trustees on Community Focus Group interviews that were completed in Fall 2020 and invite/ask for active City participation in Community Planning, funded by EPA Superfund Redevelopment Funds and facilitated by Skeo Solutions; Heather Greenwolf gave an in-depth overview/review of Skeo Solutions past/future projects requesting the support of the City Manger, Louis Fineberg.

CONSENT AGENDA

BOARD INFORMATION ITEMS

NEW BUSINESS

a. Discussion and possible approval of the use of Seime Park for Creede Repertory Theatre’s 2021 Summer Season;

City Manger Fineberg gave brief introduction to John DeAntonio and the CRT plan for summer 2021. John reiterated the proposal for an outside Season this year in Seime Park. Questions and discussion was made by Board of Trustee members and City of Creede locals. Trustee Wall requested a completed, detailed plan and motioned to approve continuation of process. Trustee Brink second. Motion carried unanimously.

b. Discussion regarding what constitutes a "fair market value" w/ respect to vacate requests;

Dialouge was made between Board of Trustees, Mayor Larson, City Manager Fineberg, and public. City Manager Fineberg suggest Ordinance modifying city code.

- c. Discussion regarding OHV policy for the 2021 calendar year;

Public Works Director Scott Johnson explained OHV information board showing updated routes and where said signage will be accessible in town. Trustee Dooley and Trustee Wall requested more OHV information pamphlets to place around town reflecting updated signage.

- d. Discussion regarding the underlying rationale supporting a 5% annual utility rate increase;

City Manager Fineberg discussed City Funds. Board of Trustees and public held discussion.

- e. Discussion and possible acceptance of a bid proposal for the supply of three (3) back-up generators for critical utility facilities in the City;
- f. Discussion and possible acceptance of a bid proposal for the installation of three (3) back-up generators for critical utility facilities in the City;

Public Works Director Scott Johnson gave brief presentation of the bids received for both Installation and Supply of Back-Up Generators. Trustee Dooley motioned to approve bids from VemCo for installation and Cummins for the supply of back-up generators. Trustee Hannah second. Motion carried unanimously.

- g. Discussion and possible approval of Resolution No. 2021-03, "A RESOLUTION OF THE CITY OF CREEDE WATER AND SEWER ACTIVITY ENTERPRISE APPROVING A LOAN BETWEEN THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY AND THE CITY OF CREEDE WATER AND SEWER ACTIVITY ENTERPRISE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$220,772.00 FOR THE PURPOSE OF FINANCING THE DESIGN AND ENGINEERING COSTS RELATING TO REHABILITATION TO CREEDE COLLECTION SYSTEM; AUTHORIZING THE FORM AND EXECUTION OF A LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND EVIDENCING THE LOAN; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH."

City Manager Fineberg changed Resolution to Ordinance per council. City Manager Fineberg explained document as a loan fund for City of Creede's Sewer Project. This Ordinance will allow the City of Creede to recoup the \$200,772.00 design grant. Trustee Wall motioned to approve Ordinance 425. Trustee Dooley second. Motion carried unanimously.

OLD BUSINESS

No Old Business.

BOARD REPORTS

No Board Reports.

ADJOURN

There being no further business to come before the Board, Trustee Brink motion to adjourn. Trustee Dooley second. Vote was unanimous. Mayor Larson declared adjourned at 7:36PM the motion carried.

Respectfully submitted:

/Sarah Efthim /

Sarah Efthim City Clerk



CITY OF CREEDE

PO BOX 457
CREEDE, CO 81130
(719)658-2276

CLERK@CREEDETOWNHALL.COM

PARK RENTAL PERMIT

The City of Creede makes its parks available for short-term reservation, rental, and use. In order to preserve and protect the City's facilities for the use and enjoyment of everyone, the City requires that the City's Codes Pertaining to Parks & Recreation be strictly followed.

Applications must be sent to:

Creede City Clerk

PO Box 457

Creede, CO 81130

For questions, please contact the Clerk's Office during business hours.

(719)658-2276, ext. 2#

clerk@creedetownhall.com

CONTACT INFORMATION

NAME: Heather Greenwolf

PHONE#: 7195882417 EMAIL: executivedirector@headwatersalliance.com

ORGANIZATION: Headwaters Alliance

EVENT INFORMATION

EVENT NAME: 6th Annual RunOff RunOff Marathon, 1/2 Mara & 6k races

PURPOSE OF EVENT: Fundraiser for HWA and community event to support bringing people to Creede in early season

DATES(S): June 4 - 5, race day June 5th BEGIN TIME: 11am/4th END TIME: 10pm on 5th

MAX NUMBER OF PEOPLE EXPECTED: 100 PUBLIC/PRIVATE EVENT: Public

WILL THERE BE LIVE MUSIC? YES NO

WILL THERE BE ALCOHOL? YES NO

No alcohol is permitted in the parks/public areas without obtaining a Special Event Liquor License from the City Clerk's office. Special Event Liquor License applications are available for non-profit organizations.

RENTAL FEES: A non-refundable rental fee of \$25/day must be paid in full at the time of application to the City.

LIABILITY AND INDEMNIFICATION: The USER shall neither hold nor attempt to hold the CITY liable for and will hold harmless and indemnify the CITY from and against any and all demands, claims, causes of action, or judgments, and any and all expenses (including without limitation, attorney's fees and costs) incurred by the CITY in investigating and resisting the same arising from any injury or damage to the property of the USER, any other purpose whatsoever, where the injury or damage is caused by the negligence or misconduct of the USER, its agents, servants, employees, guests or any other person on or where such injuries are the result of the violation of law, ordinances, governmental orders of any kind, or of any provision of this Agreement

Heather Greenwolf

Digitally signed by Heather Greenwolf

Date: 2021.03.19 12:09:05 -06'00'

March 18, 2021

(Signature)

(Date)

Where would you like to host your event

- Basham Park
- Ed Hargraves Park/Baseball Field
- Hockey Ponds
- Sieme Park

FOR CLERK OFFICE ONLY:

DATE RECEIVED: _____

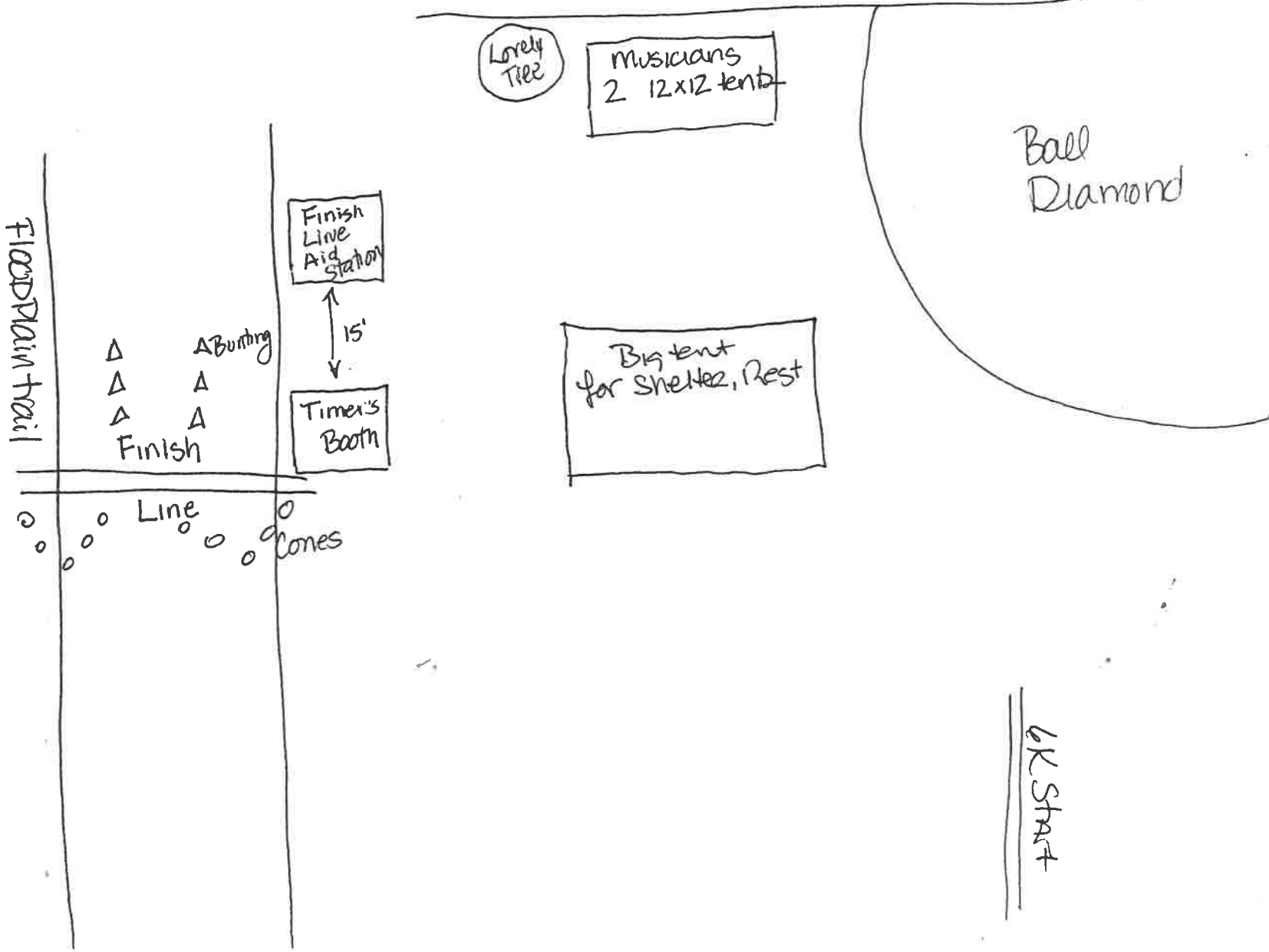
PARK FEE RECEIVED: _____

DEPOSIT RECEIVED: _____

DATE DEPOSIT RETURNED: _____

Runoff Runoff Event Set-up

Bathrooms
↑



Lovely Tree

Musicians
2 12x12 tents

Finish Line
Aid station

↑ 15'
↓

Timer's Booth

Big tent
for shelter, Rest

Ball
Diamond

Floodplain trail

△ AButting
△
△
△
Finish

○ ○ ○ Line
○ ○ ○ Cones

6K Start



HEADWATERS ALLIANCE
PO Box 518
CREEDE, CO 81130
719-588-2417

RunOff RunOff Marathon, Half-Marathon and 6K Race, June 5, 2021

Covid Nimble Strategy for 2021

We are deeply engaged in planning for a “Covid-Nimble” event in 2021. We are planning 3 races (Marathon, Half-Marathon and 6K). All races will finish between 10:30am and 2pm Ed Hargraves park. While there will be no formal gathering, there will be a band providing a welcoming ambiance. Runners and their families are welcome to picnic in the park with their own provisions or will be encouraged to visit Creede businesses. The event is entirely outdoors, which has the lowest level of associated risk. Lastly, we will revisit Public Health recommendations as we get closer to the event to ensure we are utilizing best practices.

General Event Safety

1. **Masks:** We will require all participants (racers, family members, volunteers, etc.) to wear masks during the event and while not running. Runners may remove masks while running. Additionally, we will provide masks at the event.
2. **Hand Washing Stations:** There will be hand-washing stations throughout the race, including at starting line, aid stations, porta-potties, and finish line. Additionally, each volunteer work area will have its own designated hand sanitizer for frequent use.
3. **All racers and volunteers will be asked to acknowledge that they are not showing signs of COVID and have not tested positive for COVID** within two weeks of the run. Racers who have been immunized will be invited to provide documentation. Additionally, any visible sick participants or volunteers will be asked to not participate.
4. **Registration Precautions:** In addition to mask wearing, abundant hand sanitizer, we will structure registration process to utilize online registration and easy check-in.
5. **Extra spacing between tents and booths:** We will utilize the entire ball-field so that we can maximize the space between tented areas of interaction including registration and finish line.
6. **Signage.** We will post thoughtful reminders of best Covid-precaution habits throughout the event, encouraging mask wearing, frequent hand-washing and appropriate social distancing.
7. **Staggered starts** with no more than 10 - 15 people per heat.
8. **Pre-Race Communication.** As we refine the Covid-Nimble Precautions, we will update all communications with participants and volunteers to facilitate successful implementation of precautions.
9. **Real time decision-making.** While we are planning for a full event that welcomes runners and families to Creede, we acknowledge that we cannot know what June will bring in terms of Covid. We will be looking to consult with both the Silver Thread Public Health Department and the Colorado Public Health Department in the weeks prior to the event to ensure that we are implementing all recommended best practices on the day of event.

References

<https://www.silverthreadpublichealth.org/>
<https://covid19.colorado.gov/data/covid-19-dial-dashboard>
<https://covid19.colorado.gov/risks-benefits>
<https://covid19.colorado.gov/mask-guidance>



PARADE PERMIT APPLICATION

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

Name: Amy McNeil

Address: 106 South Main Street Creede Colorado

Business/Organization (if applicable): San Juan Sports

Phone: 5126327074 Email: crew@sanjuansports.com

Parade Date: 7-18-21 Parade Time (please allow for set-up and take-down): 10AM start time / Setup @ 8:30AM 10am start time, set up at 8:30

Parade Route Begins: 106 south main street

Parade Route Ends: 106 south main street

Planned Road Closures: main street turn left at 5th street to la garita take a right to up and over by downstream run up mountain come down east willow, proceed back main street to finish at 106 south main street see diagram

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 50

Responsible Parties for Barricade Set-up & Removal:

Name: Amy McNeil Phone: 5126327074 Name: Amy McNeil Phone: 5126327074

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
San Juan Sports 3-1-21
Date

City Clerk
 3/1/2021
Date

SHERIFF'S DEPARTMENT NOTIFICATION: _____ Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: _____ Date

FOR ADMINISTRATIVE USE ONLY

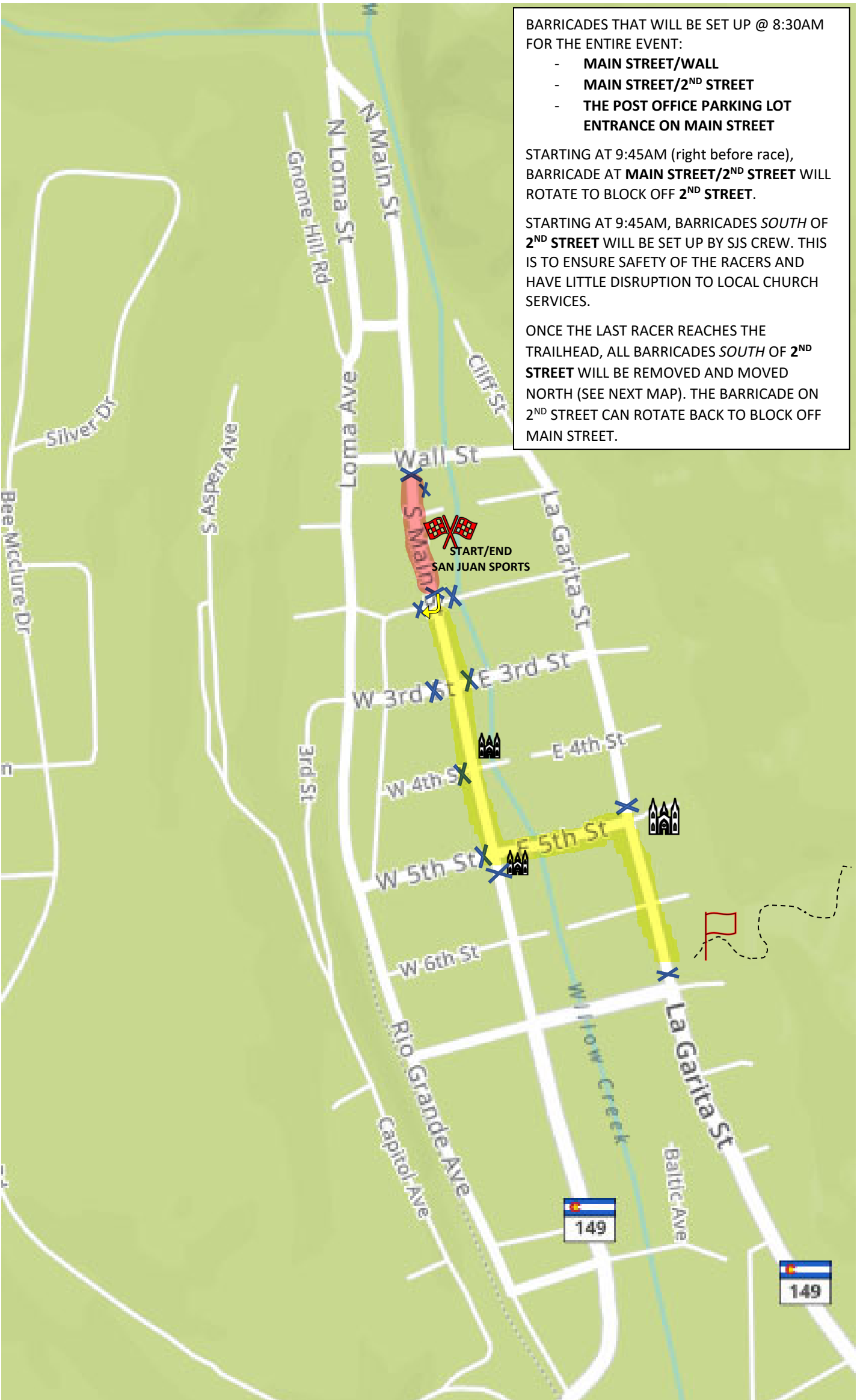
Application Received 3/1/2021 Fee \$25 Date Paid _____

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

Board of Trustees Meeting Date April 6, 2021 @ 5:30PM

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

Attest: _____ City Clerk



MAP #1

MAP #2



Flaggers (with radios) will be needed at the bridge and at North Main Street/Loma to ensure OHV and emergency vehicles are able to move through West Willow and East Willow.

Flaggers should communicate with drivers to be cautious of the racers.

The north flagger at the bridge should communicate with the Main Street/Loma flagger to inform them of any racers coming down County Road 503. At that point the Main Street/Loma flagger can move the barricade to block off Loma Ave, but then will need to move it back to block off North Main Street once the racers reach Loma.

COUNTY ROAD 503 MUST STAY OPEN PER COUNTY – EMERGENCY ROUTE



BARRICADES AT THE START OF THE RACE WILL BE MOVED NORTH ONCE THE LAST RACER REACHES THE STARTING TRAILHEAD.

BARRICADES TO BE SET UP AFTER LAST RACER REACHES START OF TRAILHEAD:

- EAST WILLOW AT THE TURNAROUND
- WEST WILLOW (AT THE INTERSECTION OF EAST WILLOW)
- THE INTERSECTION OF NORTH MAIN STREET/LOMA MAIN STREET/1ST STREET (IN FRONT OF COURTHOUSE)
- MAIN STREET/WALL STREET
- MAINSTREET/2ND STREET

ONCE LAST RACER REACHES FINISH LINE, THE BARRICADES AT WALL STREET/MAIN STREET WILL BE ROTATED TO BLOCK OF MAIN STREET AND OPEN WALL STREET BACK UP.

ONCE THE LAST RACER FINISHES, THE ONLY BARRICADES THAT SHOULD REMAIN UNTIL THE END OF THE EVENT ARE THE ONES ON **MAIN STREET/WALL STREET** AND **MAIN STREET/2ND STREET** (THESE ARE MARKED IN RED ON THE MAP TO THE LEFT).

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is made this ____ day of _____ by and between the City of Creede, Colorado (hereinafter "City"), a Colorado municipal corporation, and VEMCO Electric (hereinafter "Contractor"), having its principal place of business at 465 4th St, Center, CO 81125.

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

I. Scope of Agreement

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

The project scope consists of the installation of three (3) back-up generators as outlined in the attached drawing set created by SGM dated 10-05-20, sheets E1 through E4. The generators will be installed at: 1) the City of Creede's Water Treatment Plant, 2) the City's Wastewater Treatment Building, and 3) the City's Lower Pump Station. The work shall include the furnishing all materials, labor and tools necessary to perform all installation and testing of all appurtenances as specified herein and shown on the drawings. Project clean-up is included and shall be a continuous process from project start-up to final acceptance of the work. The safe and efficient handling of vehicular and pedestrian traffic in and around the construction site will also be required.

II. Term

The term of this Agreement shall commence on the date indicated hereinabove and shall continue until all three (3) generators have been installed. All work must be completed by June 30, 2021.

III. Intent of the Parties

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

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

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

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

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

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

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

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

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

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

IV. Contactor Responsibilities

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

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

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

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

V. Compensation

A. Payment

For the satisfactory performance of the Services hereunder, the City shall pay Contractor **\$52,200**.

B. Invoices

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

VI. Insurance

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

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

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

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

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

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

VII. HOLD HARMLESS/INDEMNIFICATION CLAUSE

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

VIII. Illegal Alien Certification

A. Contractor shall not:

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

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

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

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

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

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

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

IX. Notice

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

A. Notices to the City shall be addressed to:

Louis Fineberg, Town Manager
City of Creede, a Colorado Town
PO Box 457
2223 N. Main St.
Creede, CO 81130

B. Notices to Contractor shall be addressed to:

VEMCO Electric
PO Box 520
Center, CO 81125

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

X. INDEMNIFICATION & HOLD HARMLESS

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

XI. General Terms and Conditions

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

B. Termination

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

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

C. Inspection

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

D. Severability

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

E. Nonexclusive Nature

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

F. Assignment

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

H. Governing Law and Venue

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

I. Entire Agreement, Amendments and Modification

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

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

CITY OF CREEDE, COLORADO

CONTRACTOR

(Signature)

(Signature)

Bid Form

PROJECT IDENTIFICATION: Manufacture, delivery and installation of a micro-hydro electric generation system as described in the document and per the specifications in the attached feasibility study.

THIS BID IS SUBMITTED TO: City of Creede
Attn: Louis Fineberg
PO Box 457
2223 North Main St.
Creede, CO 81130

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City to perform and furnish all materials, equipment and labor as specified for in the Bid Price and within the Bid times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation for Bids. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening.
3. In submitting this Bid, Bidder represents that:
 - (a) Bidder has examined and understands the Bidding Documents, the Bid Forms, General Provisions, and Project Specifications for this project.
 - (b) Bidder has visited the site if necessary and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.
4. Bidder will complete the project in accordance with the Contract Documents for the following price:

LUMP SUM BID PRICE _____ (\$ 982,194.00)

5. The undersigned hereby proposes to furnish all material, equipment, and labor to complete the project.

CONTRACTOR: Colorado Energy Systems, LLC

By: Ian Moritz, President  **Date:** 3/10/2021

Project Quotation
970-456-4601



To: Louis Fineberg

Project: City of Creede Hydro Electric

Date: 3/10/21

Louis,

Here is the formal bid for the City of Creede Hydroelectric project. Please let me know if you have any questions.

23KW Hydro Turbine			
Component	Manufacturer	Model	
Turbine	Canyon	23KWPT	
Penstock	ISC	16"HDPE21	
Penstock Brackets	MURR	1/4x4ANC	
Penstock Seaming	C&M	N/A	
Misc Valves	C&M	N/A	
Penstock installation	CES	INSTALL	
Turbine intake excavation	CES	EXC	
Coanda Screen	HYDROSC	HSCA	
Turbine intake concrete	CES	CONC	
Electrical Service	SLVREC	MISC	
Turbine tailrace excavation	CES	EXC	
Turbine tailrace concrete	CES	CONC	
Turbine house	CES	BLDG	
Electrical installation	WCECS	ELEC	
Turbine installation	CES	INSTALL	
Civil Engineering	SGM	ENG	
FERC permitting	SGM	ENG	
Freight	Canyon	FRGT	
Commissioning	Canyon	STARTUP	
Total cost of sub-project			\$696,427.00

5KW Hydro Turbine			
Component	Manufacturer	Model	
Turbine	Canyon	5KWPT	
Misc Valves	C&M	N/A	
Coanda Screen	HYDROSC	HSCA	
Turbine intake excavation	CES	EXC	
Turbine intake concrete	CES	CONC	
Electrical Service	SLVREC	MISC	
Turbine tailrace excavation	CES	EXC	
Turbine tailrace concrete	CES	CONC	
Turbine house	CES	BLDG	
Electrical installation	WCECS	ELEC	
Turbine installation	CES	INSTALL	
Civil Engineering	SGM	ENG	
FERC permitting	SGM	ENG	
Freight	Canyon	FRGT	
Commissioning	Canyon	STARTUP	
Total cost of sub-project			\$285,767.00
Total overall project cost			\$982,194.00

- Lead Time: 40 Weeks (subject to change based on component delays)
- Start Up and Commissioning and Owner Training Included
- City of Creede, Tax exempt

Total price includes applicable sales tax.
15% Deposit due to begin engineering.
20% Due on material order.
25% Due on mid-project.
15% Due on equipment shipment.
15% Due on equipment arrival on jobsite
10% Due on completion of Project
Pricing shall remain valid for 30 days

Thanks,
Ian Moritz
Colorado Energy Systems
274 Mountain Shadows Dr.
Glenwood Springs, CO 81601
PH. 970-456-4601

Proposal Accepted
By: _____



Colorado Energy Systems
Creede Hydroelectric Project
23KW Turbine

This site offers a gross head of 110 feet and design flow of 4 cfs developed by 4800 feet of 16" penstock. Based on these conditions we offer an estimated net head of 100 feet. Under these conditions expected system output will be 23 kW using the equipment package described below.

Turbine: Canyon horizontal dual nozzle Pelton turbine with the following features.

- CF8M stainless steel turbine runner, ground, polished and balanced
- 316 stainless steel needle nozzles and nozzle beaks with hydraulic actuators and 4-20 mA position transducers.
- Jet deflector system with hydraulic actuator and full open limit switch
- Fabricated steel housing, nozzle bodies and inlet manifold, powder coated
- Turbine main shaft labyrinth seals with centrifugal slinger and splash plate
- Pillow block mounted double row spherical roller bearings, grease lubricated
- Design flow 4 cfs at 100 feet net head
- Turbine shaft speed 525 RPM
- Structural steel turbine, geardrive and generator mounting frames
- Hydraulic power unit to support actuation of nozzles and jet deflectors
- Flexible direct drive coupling sets
- Toothed wheel and speed pickup bracket

Generator:

- US Motors or equivalent 29 kW, 1800 RPM, 480 VAC, 60 hertz, 3 ph., induction generator, complete with shaft and bearings designed for direct coupling between the turbine and geardrive shaft. To include winding thermostats, vibration switch and space heaters.

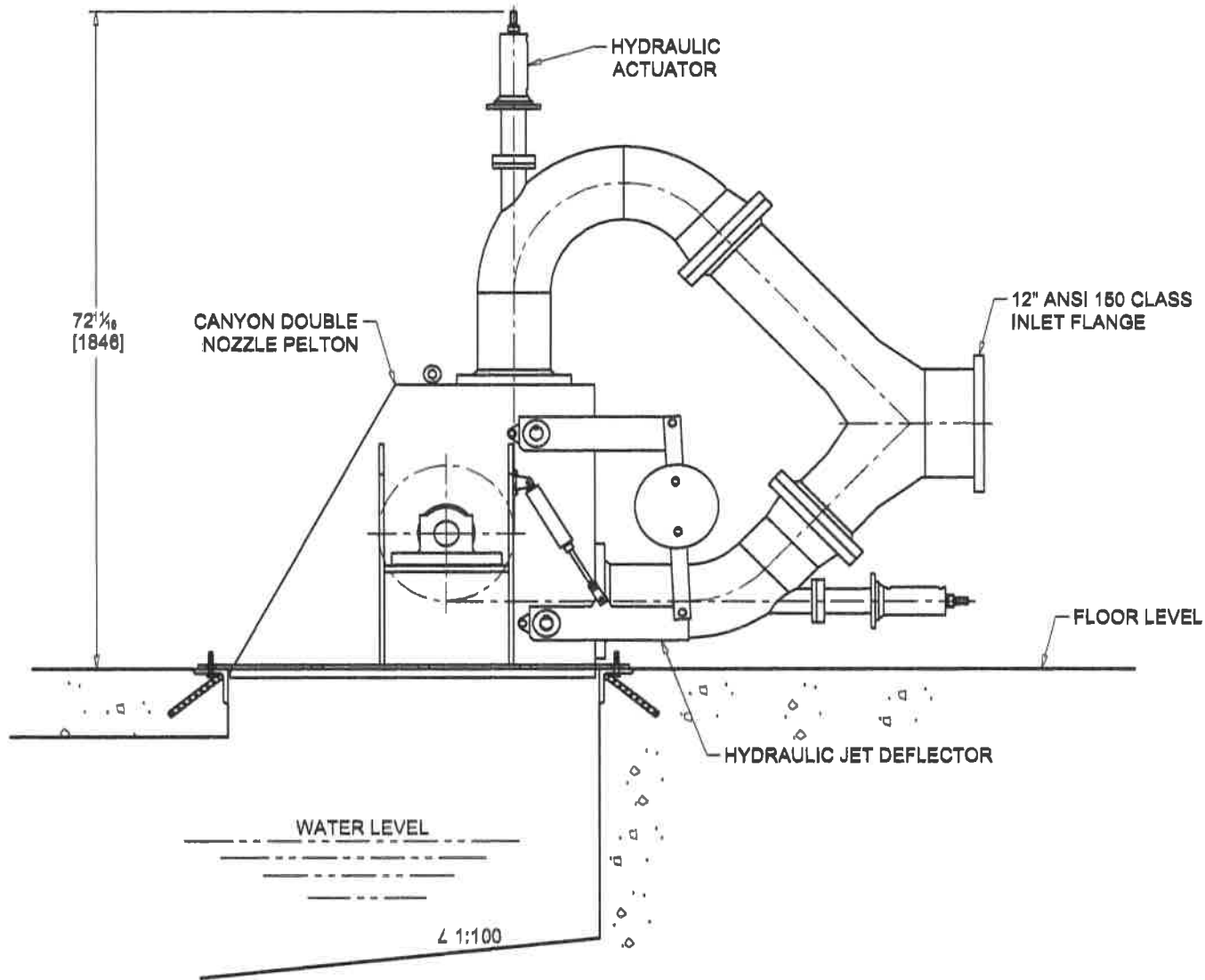
Gear Drive:

- Flender single stage gear drive for coupling between the turbine and the generator. Nominal gear ratio 3.4:1.0.


Switchgear and Controls:

- Custom US manufactured low voltage switchgear and controls panels to parallel the generator with the local electrical grid. Protection by utility grade multifunction relay, PLC based automatic control, hard wired manual control, digital multimeter and operator interface screen.

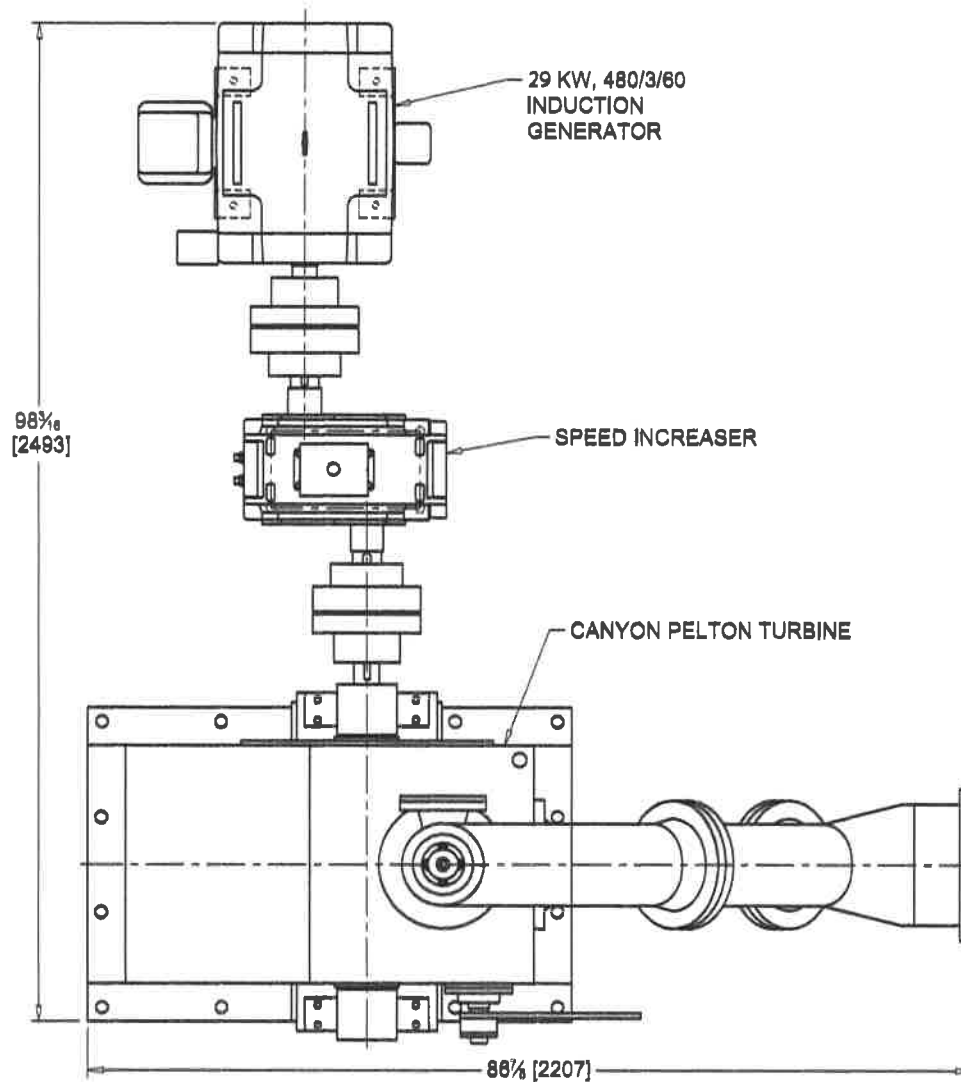
REVISIONS			
REV	DESCRIPTION	DATE	APPROVED



DIMENSIONS IN INCHES [mm] ARE APPROXIMATE
NOT INTENDED FOR CONSTRUCTION

1525-2 EXAMPLE	
	5500 Blue Heron Lane Deming, Washington 98244 (360) 892-6552
	the water power division of Canyon Industries, Inc
FILE: ELEVATION VIEW	DATE: 2010-11-01

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED



DIMENSIONS IN INCHES [mm] ARE APPROXIMATE
NOT INTENDED FOR CONSTRUCTION

1525-2 ACTUATED GEARDRIVE PLAN



5500 Blue Heron Lane
Deming, Washington 98244
(360) 592-5552

the water power division of Canyon Industries, Inc

FILE: PLAN VIEW

DATE: 2018-03-25



Company Profile

Canyon Industries, Inc. has been involved in the manufacture of hydroelectric systems since 1976. The company was incorporated under the laws of the State of Washington in 1982. All manufacturing facilities and offices are located in the United States, near Deming, Washington.

The company currently employs approximately 55 full time employees and has two manufacturing centers: a 24,000 square foot fabrication facility in Deming, Washington, and a 15,000 square foot CNC Machining Center near Sumas, Washington. Canyon has extensive machining and fabrication capabilities, and handles all aspects of turbine construction except foundry castings and forgings.

Francis, Pelton, In-line Francis, Crossflow and Turgo turbines are designed and manufactured under the trade name "Canyon Hydro." Turbines are offered as independent units or as part of complete hydroelectric systems. Canyon Hydro turbines are designed for either islanded operation, providing power to private grids, or as grid parallel systems, connecting directly to the local or national grid. Canyon customers include; utility companies, private power developers, municipalities, individual landowners, Native American communities, First Nations and remote communities.

Canyon Industries is a family-owned, profit sharing business with low employee turnover. The company emphasizes environmental responsibility through recycling programs and selective purchasing, and maintains its own onsite hydroelectric system delivering 25 kW of renewable energy.

Richard A. New, President and co-owner, joined Canyon in 1978 and oversees all manufacturing and field service operations. Richard has extensive background in hydraulics and metallurgy, and has onsite experience with a wide array of hydroelectric projects.

Daniel A. New, Vice President, founded Canyon Industries in 1976. Dan participates in turbine design, production procedures, sales, as well as company management and planning.

Brett W. Bauer, M.E., Vice President and Chief Engineer, joined the company in 1994. Brett works closely with Canyon customers and oversees all specification development, system design, and project management.

Eric Melander, Vice President of Sales, joined the company in 2005. Eric is trained in turbine design and works closely with Canyon customers through all project stages to ensure the proper system is chosen and built to customer requirements.

Canyon Industries' annual gross sales have averaged \$12 - \$15 million for the past few years. The company is current on all suppliers' accounts and has no other debt. All production and support equipment is owned without attachment by the company. Corporate occupied land and buildings are presently leased. Canyon Industries Inc. has no claims or lawsuits pending.



Standard Warranty

Seller warrants that as to fabrication and assemblies all material and equipment purchased by it and incorporated in or becoming a part of the work shall be new, unless otherwise directed in writing by the Buyer. Seller warrants that all material and equipment manufactured by it shall be free from injurious defect, latent or otherwise, and shall conform to the specifications provided. If within 18 months after Notification of Readiness to Ship any such material or equipment, or within one year after such material or equipment is placed in use or operation, whichever first occurs, Buyer (or Buyer's successor in interest) shall discover a defect or defects therein other than those resulting from either ordinary wear and tear, defects resulting from improper use thereof, and additions or alterations made by persons other than Seller, and shall notify Seller thereof, in writing, within such period, Seller will repair or replace such defective material or equipment or the defective portion or part thereof free of charge to Buyer (or Buyer's successor in interest) ExWorks Seller's plant, except for costs of removal and installation.

Seller does not warrant or guarantee materials or equipment which it does not design, but will use its best efforts to obtain for Buyer such guarantees as requested by Buyer. Unless otherwise advised, in writing by Buyer, Seller shall incorporate in every purchase order to suppliers of material and equipment for Buyer, its customary warranty and guarantee requirements.

Except as above specified, Seller will not be liable upon any guarantees or warranties, expressed or implied, statutory or by operation of law or otherwise, in any manner or form whatsoever, including but not limited to warranties of merchantability and/or fitness for purpose.

Except as above specified, Seller will not be liable for any costs, expenses or damages whatsoever, including but not limited to loss of interest, earnings, profits or other special indirect or consequential damages.



Colorado Energy Systems
Creede Hydroelectric project
5KW Turbine

This site offers a gross head of 116 feet developed over a distance of 4200 feet using 8 inch penstock. Based on this information, we suggest a design flow of 0.9 cfs which results in an estimated net head of 104 feet (8" inside diameter used for friction loss estimate). Under these conditions, expected system output will be 5 kW using the equipment package described below.

Turbine: Canyon horizontal dual nozzle Pelton turbine with the following features.

- Manganese bronze turbine runner, ground, polished and balanced
- Upper 316 stainless steel needle nozzle and nozzle beak with hand wheel
- Lower bore aligned, fixed interchangeable nozzle
- Jet deflector system with electromagnet
- Fabricated steel housing, nozzle bodies and inlet piping, powder coated
- Pillow block mounted main shaft spherical roller bearings
- Turbine shaft labyrinth seals with centrifugal slinger and splash plate
- Design flow 0.9 cfs at 104 feet net head
- Turbine/generator shaft speed 1200 RPM, nominal
- Speed pickup bracket and toothed wheel to controls requirements
- Direct drive coupling set

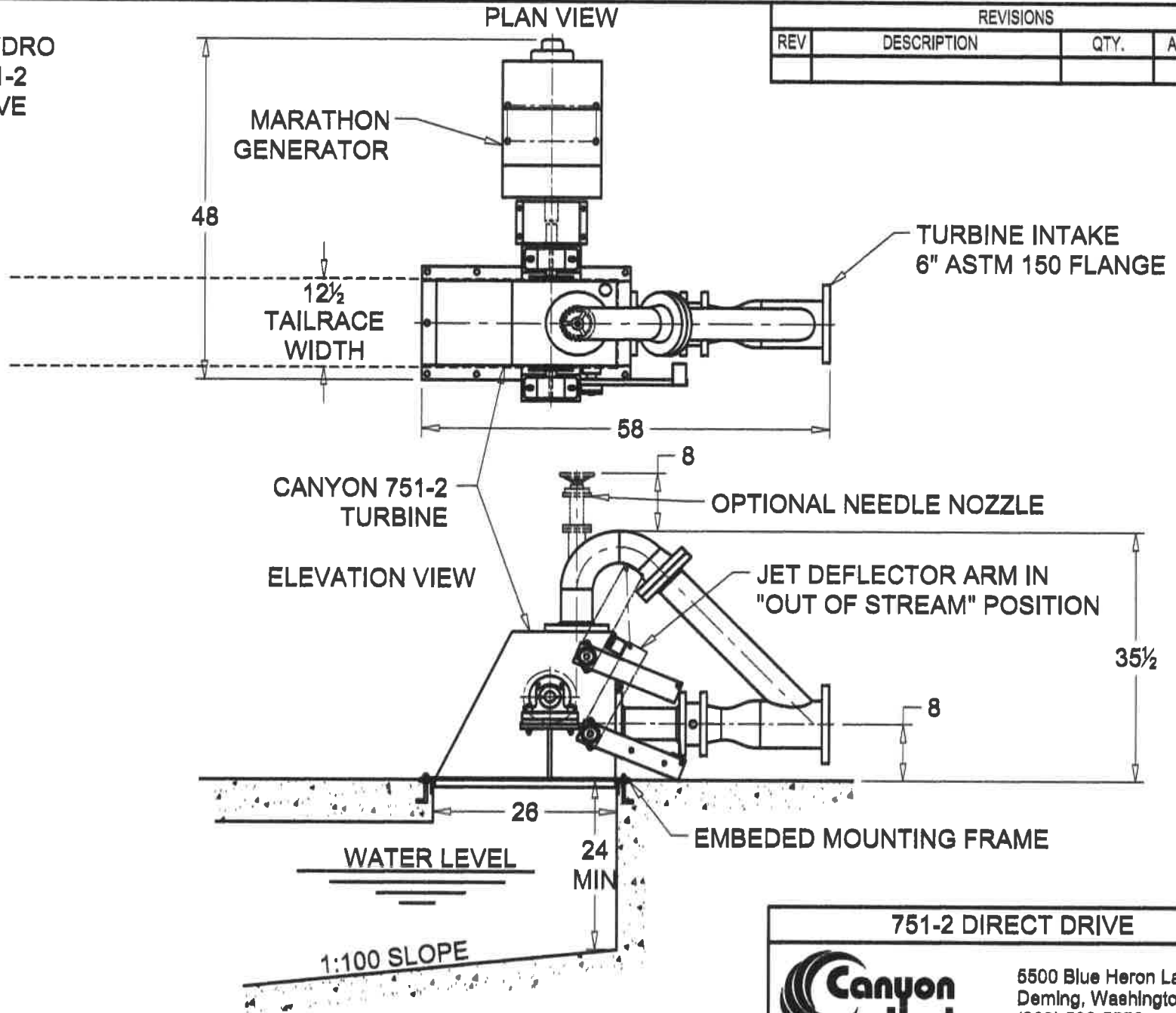
Generator:

- US Motors, 1200 rpm, 7.4 kW, 480/3/60, induction generator with winding thermostats and space heaters. Two bearing design for use with flexible coupling between turbine and generator shaft.

Switchgear and Controls:

- Custom switchgear and controls panels to parallel the generator with the local electrical grid and provide protective relays. Protective relays will be utility grade. A digital multimeter or analog gauges will provide readouts for system function. Switchgear and controls panels to be UL508A listed.

CANYON HYDRO
TYPICAL 751-2
DIRECT DRIVE



REVISIONS			
REV	DESCRIPTION	QTY.	APPROVED

DIMENSIONS IN INCHES ARE APPROXIMATE
NOT INTENDED FOR CONSTRUCTION

751-2 DIRECT DRIVE	
	5500 Blue Heron Lane Deming, Washington 98244 (360) 592-5552
	the water power division of Canyon Industries, Inc
FILE: 751-2 DD PROPOSAL	DATE: 2006-06-07



Company Profile

Canyon Industries, Inc. has been involved in the manufacture of hydroelectric systems since 1976. The company was incorporated under the laws of the State of Washington in 1982. All manufacturing facilities and offices are located in the United States, near Deming, Washington.

The company currently employs approximately 55 full time employees and has two manufacturing centers: a 24,000 square foot fabrication facility in Deming, Washington, and a 15,000 square foot CNC Machining Center near Sumas, Washington. Canyon has extensive machining and fabrication capabilities, and handles all aspects of turbine construction except foundry castings and forgings.

Francis, Pelton, In-line Francis, Crossflow and Turgo turbines are designed and manufactured under the trade name "Canyon Hydro." Turbines are offered as independent units or as part of complete hydroelectric systems. Canyon Hydro turbines are designed for either islanded operation, providing power to private grids, or as grid parallel systems, connecting directly to the local or national grid. Canyon customers include; utility companies, private power developers, municipalities, individual landowners, Native American communities, First Nations and remote communities.

Canyon Industries is a family-owned, profit sharing business with low employee turnover. The company emphasizes environmental responsibility through recycling programs and selective purchasing, and maintains its own onsite hydroelectric system delivering 25 kW of renewable energy.

Richard A. New, President and co-owner, joined Canyon in 1978 and oversees all manufacturing and field service operations. Richard has extensive background in hydraulics and metallurgy, and has onsite experience with a wide array of hydroelectric projects.

Daniel A. New, Vice President, founded Canyon Industries in 1976. Dan participates in turbine design, production procedures, sales, as well as company management and planning.

Brett W. Bauer, M.E., Vice President and Chief Engineer, joined the company in 1994. Brett works closely with Canyon customers and oversees all specification development, system design, and project management.

Eric Melander, Vice President of Sales, joined the company in 2005. Eric is trained in turbine design and works closely with Canyon customers through all project stages to ensure the proper system is chosen and built to customer requirements.

Canyon Industries' annual gross sales have averaged \$12 - \$15 million for the past few years. The company is current on all suppliers' accounts and has no other debt. All production and support equipment is owned without attachment by the company. Corporate occupied land and buildings are presently leased. Canyon Industries Inc. has no claims or lawsuits pending.



Standard Warranty

Seller warrants that as to fabrication and assemblies all material and equipment purchased by it and incorporated in or becoming a part of the work shall be new, unless otherwise directed in writing by the Buyer. Seller warrants that all material and equipment manufactured by it shall be free from injurious defect, latent or otherwise, and shall conform to the specifications provided, If within 18 months after Notification of Readiness to Ship any such material or equipment, or within one year after such material or equipment is placed in use or operation, whichever first occurs, Buyer (or Buyer's successor in interest) shall discover a defect or defects therein other than those resulting from either ordinary wear and tear, defects resulting from improper use thereof, and additions or alterations made by persons other than Seller, and shall notify Seller thereof, in writing, within such period, Seller will repair or replace such defective material or equipment or the defective portion or part thereof free of charge to Buyer (or Buyer's successor in interest) ExWorks Seller's plant, except for costs of removal and installation.

Seller does not warrant or guarantee materials or equipment which it does not design, but will use its best efforts to obtain for Buyer such guarantees as requested by Buyer. Unless otherwise advised, in writing by Buyer, Seller shall incorporate in every purchase order to suppliers of material and equipment for Buyer, its customary warranty and guarantee requirements.

Except as above specified, Seller will not be liable upon any guarantees or warranties, expressed or implied, statutory or by operation of law or otherwise, in any manner or form whatsoever, including but not limited to warranties of merchantability and/or fitness for purpose.

Except as above specified, Seller will not be liable for any costs, expenses or damages whatsoever, including but not limited to loss of interest, earnings, profits or other special indirect or consequential damages.

ORDINANCE NO. 417

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF CREEDE
BY ADDING 'CHAPTER 4, ARTICLE 4 – PURCHASING AND PROCUREMENT'**

WHEREAS, the Board of Trustees has determined that the adoption of a formal purchasing and procurement policy will help ensure that the Town purchases goods and procures professional services in the most efficient and cost-effective manner;

NOW THEREFORE, be it ordained by the Board of Trustees of the City of Creede, Colorado, that the *Municipal Code of the City of Creede* shall be amended as follows:

Section 1. Chapter 4, Article 4 – Purchasing and Procurement shall be added and shall read, in its entirety:

Sec. 4-4-10. Designation of Purchasing Agent.

The Town Manager, or an officer of the city designated by the Town Manager, shall be the Purchasing Agent for the City. He or she shall be responsible for:

- (A) The purchase of supplies, materials and equipment and contractual services required by any office, department or agency of the city government.
- (B) The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the city government.
- (C) Establishing written specifications, whenever practicable, for supplies, materials and equipment required by any office, department or agency of the city government. Such specifications shall be definite and certain and shall permit of competition.
- (D) Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses.
- (E) Soliciting and maintaining an up-to-date list of qualified suppliers who have requested their names to be added to a "bidders list". The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the city or who have failed to meet established specifications or delivery dates.
- (F) Obtaining as full and open competition as possible on all purchases, contracts and sales.

Sec. 4-4-20. Formal contract procedure.

All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed five thousand dollars, shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting proposals. No contract or purchase shall be subdivided to avoid the requirements of this section. All sales of personal property which has become obsolete or unusable, when the

estimated value shall exceed five thousand dollars, shall be sold by formal written contract or at a public auction to the highest responsible bidder, after due notice inviting proposals and bidders.

Sec. 4-4-30. Bidding.

Before any purchases or contracts for supplies, materials, equipment or services exceeding five thousand dollars are made, the purchasing agent shall give ample opportunity for competitive bidding. For purchases or contracts not exceeding five thousand dollars, the purchasing agent must make a reasonable attempt to solicit three written quotes. Competitive bidding shall be encouraged for all contracts, purchases or sales. However, in the event of an emergency affecting the public welfare, health or safety, the provisions of this section shall not apply. A full report of the circumstances of an emergency purchase shall be filled by the purchasing agent with the city council and shall be entered in the minutes of the council.

Sec. 4-4-40. Award to lowest bidder; advertising, when required.

All contracts for city improvements, materials, equipment, or services costing more than five thousand dollars shall be awarded to the lowest responsible bidder after publication in a newspaper of general circulation in the city at least five days before the last day set for receipt of proposals; provided, however, that in case of professional services, this section shall not apply. The newspaper notice required herein shall include a general description of the articles or services to be purchased, shall state where bid blanks and specifications may be secured and the time and place for opening bids.

Sec. 4-4-50. Bid Deposits.

When deemed necessary by the purchasing agent, bid deposits shall be prescribed in the public notices inviting bids. Upon entering into a contract, bidders shall be entitled to return of bid deposit where the purchasing agent has required such. A successful bidder shall forfeit any bid deposit required by the purchasing agent upon failure on his part to enter into a contract within ten days after the award; provided, however, that the city, in its uncontrolled discretion, may waive this forfeiture.

Sec. 4-4-60. Sealed Bid Procedures.

Procedure for sealed bids shall be as follows:

(A) Sealing. Bids shall be submitted to the purchasing agent securely sealed in an envelope, and shall be identified on the envelope in accordance with bid instructions.

(B) Opening. Bids shall be opened in public at the time and place stated in the public notices.

(C) Tabulation. A tabulation of all bids received shall be available for public inspection.

(D) Rejection of bids. The purchasing agent shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.

(E) Bidders in default to city. The purchasing agent shall not accept the bid of a vendor or contractor who is delinquent in the payment of taxes, license, or other moneys due the city.

(F) Award of contract:

(1) Authority in agent. The purchasing agent shall have the authority to award contracts within the purview of this article; provided, however, that contracts in excess one thousand dollars shall not be awarded without prior approval of city council.

(2) Lowest responsible bidder. Contracts shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the purchasing agent shall consider:

(a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;

(b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

(c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(d) The quality of performance of previous contracts or services;

(e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

(f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

(g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;

(h) The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract;

(i) The number and scope of conditions attached to the bid.

(G) Award to other than low bidder. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the purchasing agent and filed with the papers relating to the transaction and held for a period of no less than 12 months.

(H) Tie bids:

(1) Local vendors. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder. If two or more of such bids are submitted by local bidders, the purchasing agent shall award the contract to one of the local tie bidders by drawing lots in public. If local bidders are not involved in the tie bids, the purchasing agent shall award the contract to one of the outside tie bidders by drawing lots in public. The purchasing agent, local bidders, and vendors should bear in mind, however, that to award a contract to a local vendor where he is not the lowest responsible bidder, or where price, quality and service are not equal, is to give preference to one minute segment of the citizenry against the best interests of the community as a whole.

(I) Performance bonds. The purchasing agent shall have the authority to require a performance bond, before entering into a contract, in such form and amount as he shall find reasonably necessary to protect the best interest of the city.

(J) Payment Bond/Labor and Material Bond. The Purchasing agent may require a Payment Bond and a Labor and Material Bond, before entering into a contract, in such form and amount as he/she shall deem necessary to protect the best interest of the city.

Sec. 4-4-70. Materials Testing.

The purchasing agent shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. In the performance of such tests, the purchasing agent shall have the authority to make use of laboratory facilities of any agency of the city government or any outside laboratory.

Sec. 4-4-80. Financial interest of city officials and employees prohibited.

No member of the city council or any officer or employee of the city, shall have a financial interest in any contract or in the sale to the city or to a contractor supplying the city of any land or rights or interests in any land, material, supplies or services; except when a majority of the city council determines such exception in the best interest of the city, provided, that no councilman whose interest is involved shall vote on the question. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the city shall render the contract voidable by the city manager or the city council.

Sec. 4-4-90. Records of open market orders and bids.

The purchasing agent shall keep a record of all open market orders and the bids submitted in competition thereon, and such records shall also be open to public inspection.

Sec. 4-4-100. Stock reports.

All offices, departments or agencies of the city government shall submit to the purchasing agent, at such times and in such form as he shall prescribe, reports showing stocks of all supplies, including supplies which are no longer used or which have become obsolete, worn out or scrapped.

Sec. 4-4-110. Surplus stock.

The purchasing agent shall have authority to transfer surplus stock to other offices, departments or agencies of the city government.

Sec. 4-4-120. Supplies unsuitable for public use, sale or exchange.

The purchasing agent shall have the authority to sell all supplies which have become unsuitable for public use, or to exchange the same for, or trade-in the same on, new supplies. Such sales shall be made to the highest bidder, and in conformance with the provisions of this Chapter. All moneys received from such sales shall be paid into the appropriate Fund of the city.

Sec. 4-4-130. Gifts and Rebates.

The purchasing agent and every officer and employee of the City are expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift, money, or anything of value whatsoever, except where given for the use and benefit of the City.

Sec. 4-4-140. Cooperative purchasing.

The purchasing agent shall have authority to join with other units of government in cooperative purchasing plans when the best interests of the city would be served thereby;

Section 2. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the Town Book of Ordinances kept for that purpose, and published according to law.

Section 3. Publication and Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

Section 4. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety welfare, and to serve the best interests of the citizens of the City of Creede, Colorado.

Introduced, read by title, and passed at first reading February 11th, 2019.

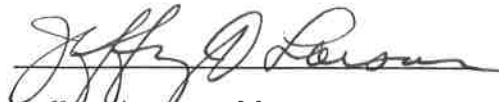
Passed final reading and adopted on March _____, 2019.

71909


71909
6 of 6

8/23/2019 8:26 AM
ORDIN R\$38.00 D\$0.00

Eryn K Wintz
Mineral County Clerk


Jeffrey Larson, Mayor

ATTEST:


Randi Snead, City Clerk/Treasurer

Sec. 9-3-100. Right-of-way vacation.

The purpose of this Section is to provide procedures and standards for the vacation of right-of-ways in the City of Creede. The procedures and authority set forth in C.R.S. §43-2-301 et. seq. shall apply unless in conflict with any specific provision set forth in this §9-3-100, Right-of-Way Vacation. The vacation of public easements are also considered right-of-ways in this Section.

(a) Definitions incorporated. The definitions set forth in C.R.S. §43-2-301 are incorporated in this §9-3-100, Right-of-Way Vacation.

(b) Review procedures. Applications for the vacation of a right-of-way shall follow the general review procedures set forth in §9-3-20, General Procedures and Requirements. Applications for vacation of a right-of-way may be initiated by the Board of Trustees or by a property owner abutting the right-of-way proposed for vacation. Applications to move or alter a right-of-way shall be processed as a subdivision application concurrently with a right-of-way vacation application, in which case the ordinance approving the vacation of a right-of-way, or portion thereof, shall also approve a final plat which results in the dedication of the moved or altered right-of-way or portion thereof. Public easement vacations can be processed as part of a major or minor subdivision application.

(c) Review authority. The Board of Trustees shall review and render the final decision on an application to vacate a right-of-way after conducting a public hearing. Vacation of a right-of-way shall be approved by ordinance of the Board of Trustees.

(d) Review criteria. The Board of Trustees shall use the following review criteria as the basis for a decision on an application to vacate a right-of-way:

(1) No right-of-way shall be vacated so as to leave any land adjoining the vacated right-of-way without an established public road or private-access easement connecting said land with another established public road;

(2) The right-of-way is determined to be platted on terrain which is not practical for the construction of a right-of-way due to terrain, topography, natural features or other constraints, and the right-of-way does not provide any other potential benefit to the public, including but not limited to utility connections, pedestrian or recreation connections, drainage or public landscaping;

(3) Sufficient easements for utilities, access or other purposes are retained;

(4) Compensation may be required for the area of vacated right-of-way based upon the fair market value per square foot of the area vacated and the applied zoning; and

(5) The vacated area of right-of-way shall be included in the same zone district as the abutting property to which the vacated right-of-way vests.

(e) Recording, deed. The ordinance vacating a right-of-way shall be recorded in the office of the Mineral County Clerk and Recorder. The ordinance shall authorize the Mayor or other designee to execute a quit claim deed on behalf of the City of Creede which quit claim deed shall reference any exceptions, easements or reservations of the vacation and shall be recorded in the Office of the Mineral County Clerk and Recorder.

(Ord. 395 §3, 2016)

ORDINANCE NO. 426

“AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMMENDING SECTION 9-3-100(d)(4) TO REQUIRE PAYMENT OF FAIR MARKET VALUE FOR ALL LANDS VACATED PURSUANT TO SECTION 9-3-100 OF THE CITY OF CREEDE”

WHEREAS, the City of Creede has authority to vacate streets and alleys within the municipal limits under CRS 31-15-7092 as well as Section 9-3-100 of the Municipal Code of the City of Creede, CO, and;

WHEREAS, the Town Board from time to time may determine that certain streets are no longer needed for the movement of vehicular and/or pedestrian traffic within the Town and should be vacated, and;

WHEREAS, the Town Board is desirous of ensuring that the Town receives fair market value for all lands vacated pursuant to State and local regulations;

NOW THEREFORE, be it ordained by the Board of Trustees of the City of Creede, Colorado, that the *Municipal Code of the City of Creede* shall be amended as follows:

Section 1. Chapter 9, Article 3, Section 100(d)(4) of the Municipal Code of the City of Creede, Co shall be repealed in its entirety and shall be replace with:

Sec. 9-3-100(d)(4)

Compensation shall be required for the area of vacated right-of-way based upon the fair market value per square foot of the area vacated and the applied zoning. For the purposes of this provision, fair market value shall be determined by an independent appraisal by a duly licensed professional appraiser; and

Section 2. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the Town Book of Ordinances kept for that purpose, and published according to law.

Section 3. Publication and Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

Section 4. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety welfare, and to serve the best interests of the citizens of the City of Creede, Colorado.

Introduced, read by title, and passed at first reading February 6th, 2021.

Passed final reading and adopted on April _____, 2021.

Jeffrey Larson, Mayor

ATTEST:

Sarah Efthim-Williamson, City Clerk/Treasurer



COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

Logan Tower Bldg - Suite 620, 1580 Logan Street, Denver, Colorado 80203-1942
303/830-1550 · Fax 303/832-8205 · info@cwrpda.com

March 31, 2021 (Transmitted via email)

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

**Re: Colorado Water Resources and Power Development Authority (the "Authority")
Water Pollution Control Revolving Fund ("WPCRF") Design & Engineering Loan
City of Creede**

Dear Mr. Fineberg:

The following items are being transmitted with this letter for signature:

1. Loan Agreement
2. One additional Loan Agreement signature page
3. Governmental Agency Bond

Please sign where indicated and return all documents to the Authority by no later than **April 1, 2021**.

Final execution of the Loan Agreement will take place upon receipt of the executed loan agreement, authorizing ordinance and general counsel opinion. The general counsel opinion must be signed and dated April 2, 2021.

Upon final execution of the documents, a copy of the Loan Agreement with an original executed signature page will be forwarded to the City of Creede for its files.

If you have any questions, please call me at (303) 830-1550 Ext. 1011.

Sincerely,

A handwritten signature in black ink that reads "Austin Reichel".

Austin Reichel
Financial Analyst

CC: Karen Lintott and Mario Trimble via email

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**CITY OF CREEDE, COLORADO, ACTING
BY AND THROUGH ITS WATER AND
SEWER ACTIVITY ENTERPRISE**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this 2nd day of April 2021.

(SEAL)

**CITY OF CREEDE, COLORADO,
ACTING BY AND THROUGH ITS WATER
AND SEWER ACTIVITY ENTERPRISE**

ATTEST:

By: _____
Mayor

By: _____
City Clerk

WATER POLLUTION CONTROL REVOLVING FUND

LOAN AGREEMENT

BETWEEN

**COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY**

AND

**CITY OF CREEDE, COLORADO, ACTING BY AND THROUGH ITS
WATER AND SEWER ACTIVITY ENTERPRISE**

**DATED
April 2, 2021**

**WATER POLLUTION CONTROL REVOLVING FUND DESIGN AND ENGINEERING
LOAN AGREEMENT**

THIS LOAN AGREEMENT is made and entered into as of this 2nd day of April 2021 by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and the **CITY OF CREEDE, COLORADO, ACTING BY AND THROUGH ITS WATER AND SEWER ACTIVITY ENTERPRISE** (the "Governmental Agency").

WITNESSETH THAT:

WHEREAS, the United States of America, pursuant to the federal Water Quality Act of 1987, requires increased state and local participation in the financing of the costs of wastewater treatment projects and said federal Water Quality Act requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state.

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated water management projects which include wastewater treatment facilities;

WHEREAS, Section 37-95-107.6, Colorado Revised Statutes, has created a Water Pollution Control Revolving Fund to be administered by the Authority;

WHEREAS, the Governmental Agency has completed the necessary steps to finance all or a portion of the cost of certain design and engineering expenses;

WHEREAS, the Colorado Legislature has approved a Project Eligibility List that includes the water management project proposed by the Governmental Agency to be financed hereunder;

WHEREAS, the Governmental Agency has made timely submission of a Project Needs Assessment to the Authority for financing under the Water Pollution Control Revolving Fund to finance a portion of the design and engineering cost of a certain water management project, and the SRF committee has reviewed the Governmental Agency's Project Needs Assessment and recommended funding from available funds in the Water Pollution Control Revolving Fund in an amount not to exceed the amount of the loan commitment set forth in Exhibit B hereto to finance 80% of the design and engineering costs of the project, provided the remaining 20% of the design and engineering costs are paid by the Governmental Agency. However, these 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Water Pollution Control Revolving Fund to complete the Project for which the design and engineering costs were paid;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said loan and its obligations hereunder to the Authority;

NOW THEREFORE, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"Authority" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

"Authorized Officer" means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

"Commencement Date" means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

"Cost" means those costs that are eligible to be funded and that are reasonable, necessary and allocable to the Project and are associated with the Project Needs Assessment.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Federal Capitalization Agreement" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.)

"Governmental Agency" means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Governmental Agency Bond" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the design and engineering Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Loan herein shall be closed, as set forth in Section 3.06.

"Loan Term" means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof.

"Principal Forgiveness" means forgiveness upon Loan Closing of the Governmental Agency's obligation to repay 100% of the principal amount of the Loan, to be effectuated as provided in paragraph (6) of Exhibit B, attached hereto and made a part hereof.

"Project" means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the design and engineering Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Loan Account" means the Project Loan Account established within the Water Pollution Control Revolving Fund.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01. Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority:

(a) Organization and Authority.

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement; to execute, issue, and deliver the Governmental Agency Bond; and to carry out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the water pollution control project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing members and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond, and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) Full Disclosure.

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's Project Needs Assessment or otherwise that materially adversely affects the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants,

obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of this Loan Agreement and the Governmental Agency Bond) to which the Governmental Agency is a party or by which the Governmental Agency, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, or the properties or operations of the Governmental Agency are subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it, may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all approvals required to date by any governmental body or officer for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. No

consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency:

(i) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

SECTION 2.02. Particular Covenants of the Governmental Agency.

(a) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Water Pollution Control Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority.

(b) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(c) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts, separate and distinct from its other records and accounts (the "General Records"). Such Records shall be maintained in accordance with generally accepted accounting principles, and Records and General Records shall be made available for inspection by the Authority at any reasonable time.

(d) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(e) Hiring Requirements.

The Governmental Agency agrees to comply with the requirements found at Title 8, Article 17, and Title 8, Article 17.5, Colorado Revised Statutes.

(f) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the Loan Term.

(g) Federal Clean Water Act.

The Governmental Agency covenants to meet the requirements of or otherwise be treated under Section 204(d)(2) of the Clean Water Act, which requires that, one year after the date of completion of construction and initiation of operation the owner/operator of the treatment works must certify that the facility meets design specifications and effluent limitations included in its permit (40 CFR 35.2218(c), (d) and (e)(2): Project Performance).

(h) Additional Covenants and Requirements.

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

ARTICLE III

LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. The Loan. The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior

to the Project Completion; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

SECTION 3.02. Disbursement of the Loan. The Authority has created in the Water Pollution Control Revolving Fund a Project Loan Account from which 80% of the design and engineering Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a “Request for Reimbursement”, as described below, executed by an Authorized Officer, and approved by the Authority and the State Department of Public Health and Environment; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in the Loan Agreement. To receive reimbursement under this agreement, the Governmental Agency shall submit a signed “Request for Reimbursement” and all applicable invoices and receipts for payments made by the Governmental Agency. The acceptable form for a “Request for Reimbursement” is included hereto as **Exhibit G**. Upon receipt of the “Request for Reimbursement” and the required invoices and receipts, the Authority will reimburse the Governmental Agency an amount equal to 80% of the total invoices provided with the “Request for Reimbursement”; the remaining 20% paid by the Governmental Agency and not reimbursed by the Authority shall be the Governmental Agency’s matching funds. The 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Water Pollution Control Revolving Fund to complete the Project for which the design and engineering costs were paid.

SECTION 3.03. Governmental Agency Bond. The Governmental Agency shall execute and issue the Governmental Agency Bond to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan.

SECTION 3.04. Loan Repayment – Principal Forgiveness. This Loan is issued as a 100% Principal Forgiveness Loan pursuant to the current Capitalization Grant, and the principal amount of the Loan shall be forgiven, as set forth in Paragraph (6) of Exhibit B attached hereto and made a part hereof.

SECTION 3.05. Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not

intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

SECTION 3.06. Loan Closing. The Loan shall be closed and become effective as follows:

- (a) The Governmental Agency will deliver each of the following items to the Authority:
 - (i) executed counterparts of this Loan Agreement;
 - (ii) the executed Governmental Agency Bond in the form attached hereto as Exhibit D.
 - (iii) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency;
 - (iv) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority; and
 - (v) such other certificates, documents, opinions and information as the Authority may require.
- (b) Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

ARTICLE IV

ASSIGNMENT

SECTION 4.01. Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned or delegated by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under the Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority

from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Water Quality Act.

No assignment or delegation shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement and the Governmental Agency Bond, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(b) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(c) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) a custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

SECTION 5.04. Attorney's Fees and Other Expenses. In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in house counsel and legal staff) incurred by the Authority in the enforcement of the performance or observation of the duties, covenants, obligations, or agreements of the Governmental Agency.

SECTION 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.06. Default by the Authority. In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power
Development Authority
1580 Logan Street, Suite 620
Denver, Colorado 80203

Attention: Executive Director

Such address may be changed by notice in writing.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.10. Recitals. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 37, Article 45.1 C.R.S., Title 32, Article 1, C.R.S. and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of

such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**CITY OF CREEDE, COLORADO, ACTING
BY AND THROUGH ITS WATER AND
SEWER ACTIVITY ENTERPRISE**

(SEAL)

By:  _____
Mayor

ATTEST:

By:  _____
City Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

(1) Description of the Project

The project consists of the rehabilitation of the existing collection system and consists of replacing failing ductile iron pipe segments with new PVC pipe. The project will resolve significant inflow/infiltration issues and will also help address high levels of dissolved cadmium and zinc at the city's wastewater treatment facility.

EXHIBIT B

DESCRIPTION OF THE LOAN

- (1) Commencement Date: April 2, 2021

- (2) Name and Address of Governmental Agency:

City of Creede, Colorado, Acting by and through its Water and Sewer Activity
Enterprise
2223 N. Main St Street; P.O. Box 457
Creede, CO 81130

- (3) Estimated Design and Engineering Cost of the Project: \$230,772.00

- (4) Maximum Principal Amount of Loan Commitment: \$220,772.00

- (5) Loan Term: The Loan Term shall be from the date of Loan Execution until the date when the Water Quality Control Division of the Colorado Department of Health and Environment issues certification that all required documents have been submitted and the Governmental Agency has met all Project and Loan requirements but shall not exceed 18 months from the Execution Date.

- (6) Principal Forgiveness: At Loan Closing, the Authority shall forgive 100% of the principal amount of the Loan.

- (7) Authorized Officers:

Jeffrey Larson, Mayor
Louis Fineberg, City Manager

- (8) Estimated Project Completion Date: April 1, 2021

- (9) Execution Date: April 2, 2021

EXHIBIT C

REPAYMENT SCHEDULE – NOT APPLICABLE

EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned **CITY OF CREEDE, COLORADO, ACTING BY AND THROUGH ITS WATER AND SEWER ACTIVITY ENTERPRISE** (the "Governmental Agency"), hereby evidences the issuance of a loan from the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority") in the principal amount of Two Hundred Twenty Thousand Seven Hundred Seventy Two and 00/100 Dollars (\$220,772.00), or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement dated as of April 2, 2021, by and between the Authority and the Governmental Agency (the "Loan Agreement"), and the obligations of the Governmental Agency under and pursuant to the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is subject to Principal Forgiveness as set forth in the Loan Agreement and issued in consideration of the loan made thereunder (the "Loan"). All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency.

If an "Event of Default" as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Public Securities Act"), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this

Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this 2nd day of April 2021.

(SEAL)

**CITY OF CREEDE, COLORADO,
ACTING BY AND THROUGH ITS WATER
AND SEWER ACTIVITY ENTERPRISE**

ATTEST:

By: 
City Clerk

By: 
Mayor

KAREN E. LINTOTT, P.C.
1604 H St.
Salida, CO 81201
(719) 588-1479
kelintott@yahoo.com

March 29, 2021

Colorado Water Resources and
Power Development Authority

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of Colorado and I have acted as counsel to **CITY OF CREEDE, COLORADO, ACTING BY AND THROUGH ITS WATER AND SEWER ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of its Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting, I have examined the Constitution and laws of the State of Colorado and the by-laws of the Governmental Agency. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

- (a) the Loan Agreement (the "Loan Agreement") by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of April 2nd, 2021, (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");
- (e) all outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the Governmental Agency.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation and is a municipal corporation of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The Governmental Agency has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Governmental Agency's governing body authorizing the Governmental Agency to undertake and complete the Project were duly and lawfully adopted and approved in accordance with City of Creede Ordinance No. 425 applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Governmental Agency's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and approved in accordance with [the applicable resolution] applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(5) To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Governmental Agency is a party or by which it, the System, or its property or assets is bound.

(6) To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental

or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which [insert "I" or "we"] expect the Governmental Agency to receive in the ordinary course of business, have been obtained or made.

(7) To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Governmental Agency or of the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project, except as disclosed in writing to the Authority, which if adversely determined, could (i) materially adversely affect (a) the financial position of the Governmental Agency, (b) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (c) the security for the Loan Documents, or (d) the transactions contemplated by the Loan Documents or (ii) impair the ability of the Governmental Agency to maintain and operate the System.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

I hereby authorize Carlson, Hammond, & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if I had addressed this opinion to them in addition to you.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Karen E. Lintott". The signature is written in a cursive, flowing style.

Karen E. Lintott, P.C.

EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

(1) Cost Overruns. Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

(2) Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

(3) Federal and State Law. The Governmental Agency will comply with the requirements of all federal and state laws applicable to the Loan and the Project.

(4) Financial Sustainability Plan Requirement. The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 603 of the Federal Water Pollution Control Act (33 U.S.C. 1383) as amended by the Water Resources Reform and Development Act (WRRDA), 2014, which will require that treatment works proposed for repair, replacement, or expansion, and eligible for assistance to develop and implement a fiscal sustainability plan due by the end of the Project that includes:

1. An inventory of critical assets that are a part of the treatment works.
2. An evaluation of the condition and performance of inventoried assets or asset groupings.
3. A certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan.
4. A plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities.

EXHIBIT G
WPCRF D&E Form of Requisition

CITY OF CREEDE, COLORADO, ACTING BY AND THROUGH ITS WATER AND SEWER ACTIVITY ENTERPRISE (the "Governmental Agency")

Please submit to the following addresses:

Submit Online To:

https://ceos.colorado.gov/CO/CEOS/Public/Client/CO_CIMPLE/Shared/Pages/Main/Login.aspx

If there are any questions or technical issues, please submit your backup document via one of the methods below.

Email To: cdphe_grantsandloans@state.co.us (preferred backup method)

Or Mail To: Colorado Department of Public Health and Environment
Grants and Loans Unit WQCD-OA-B2
Attn: Project Manager
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on April 2, 2021. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No.: _____.
2. D&E Loan amount: _____.
3. Previous amount paid: _____.
4. Total invoice(s) amount: _____.
5. 80% of requested invoice amount (Line 4 x 0.8): _____.
(* Enter full amount if entity has a fully executed SRF loan for project construction.)
6. D&E Loan balance (Line 2 less line 3 and line 5): _____.
7. Max project draw before loan execution (Line 2 x 0.8): _____.
(20% of project funds must be withheld until loan execution.)
8. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is _____.
9. The payee of the requisitioned amount is _____.

10. The manner of payment to the payee is to be wire transferred to:

Bank:
ABA No.:
Account No.:
Account Name:
Contact:

11. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.

12. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Water Pollution Control Revolving Fund**.

13. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.

14. Estimate of total project completion percentage: _____%

15. The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.

16. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: _____.

**CITY OF CREEDE, COLORADO,
ACTING BY AND THROUGH ITS WATER AND SEWER ACTIVITY
ENTERPRISE**

By: Jeffrey Larson

Title: Mayor & Authorized Officer

Print Name: Jeffrey Larson

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Water Pollution Control Revolving Fund** Project Account.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

By: _____
Finance Director

Dated: _____

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by _____

Dated: _____

Resolution No. 2021-03

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO EXPRESSING SUPPORT FOR A COLLABORATIVE EFFORT BETWEEN THE CITY AND STEPHEN QUILLER, LOCAL RESIDENT AND ARTIST, TO DEVELOP THE CITY-OWNED VACANT PARCEL OF LAND LOCATED AT THE CORNER OF RIO GRANDE AVE. AND 3RD STREET AS AN ART CENTER COMPLEX

WHEREAS, the Board of Trustees for the City of Creede is desirous of promoting economic and cultural development within the Town; and

WHEREAS, the Board of Trustees for the City of Creede recognizes that the potential for new development in the Town is limited due to a shortage of vacant land; and

WHEREAS, the City owns a vacant parcel of land at the corner of Rio Grande Ave. and 3rd Street that is currently used for parking; and

WHEREAS, the Board of Trustees is willing to consider other uses for the vacant parcel than parking; and

WHEREAS, the Board of Trustees has discussed the possibility of developing the site as an art center in conjunction with Stephen Quiller, a local resident and well-known artist; and

WHEREAS, the Town has collaborated with Mr. Quiller on the submission of a grant application to the National Endowment for the Arts in an effort to receive funding for preliminary design work associated with the site; and

WHEREAS, the Town is desirous of continuing the collaboration with Mr. Quiller to develop the site;

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

SECTION 1: The City of Creede would like to continue its collaboration with Stephen Quiller as regards the development of the vacant parcel of land owned by the City (as indicated in Exhibit 1) as the Stephen Quiller Center for the Arts; and

SECTION 2: The City of Creede will commit to working with Mr. Quiller to obtain grant funding for the planning, design and construction of the proposed facility; and

SECTION 3: Should the collaboration prove successful at obtaining the funding to plan, design and build the proposed arts center, the City would be willing to lease the site to the Stephen Quiller Center for the arts under terms to be negotiated;

APPROVED AND ADOPTED by the Board of Trustees this 6th day of April, 2021.

CITY OF CREEDE:

ATTEST:

Mayor Date
Jeffrey Larson

Attest; City Clerk Date
Sarah Eftim