

REGULAR MEETING

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. EXECUTIVE SESSION
 - a. § 24-6-402(4)(b), C.R.S. - “Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions” related to a construction agreement with Colorado Energy Systems, LLC for the implementation of a micro-hydro generation facility along Willow Creek;
- VI. 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.
- VII. PRESENTATIONS
- VIII. CONSENT AGENDA
 - a. Approval of minutes for the July 6th, 2021 Regular Meeting;
 - b. Approval of minutes for the July 20th, 2021 Special Meeting;
 - c. Consideration and possible approval of a parade permit for Snowshoe Shuffle August 7th 2021 from 8:30am until 11:30am starting at Basham Park and continuing north;
 - d. Consideration and possible approval of a Special Event Permit for Creede Underground Mining Museum on August 14th 2021 from 4pm until 10pm located at the VC Multi Use Facility;
- IX. BOARD INFORMATION ITEMS
 - a. Check Detail Report for July 2021;
 - b. Budget to Actual Report through July 2021;

X. NEW BUSINESS

- a. Consideration and possible rescinding of Resolution 2021-04 approving a construction agreement in the amount of \$885,976 with Colorado Energy Systems, LLC, originally approved by the Board of Trustees on June 15th, 2021;
- b. Consideration and possible revocation of a bid award to Colorado Energy Systems, LLC in the amount of \$982,194.00 for the installation of one 5KW and one 23KW hydro-electric generation system along Willow Creek, originally accepted by the Board of Trustees on April 6th, 2021;
- c. Consideration and possible issuance of an RFP for design services associated with the implementation of a micro-hydro generation project along Willow Creek;
- d. Consideration and possible approval of Resolution 2021-06 "A RESOLUTION OF THE CITY OF CREEDE, COLORADO, REGARDING THE AUTHORIZATION TO OPEN A CAPITAL IMPROVEMENT FUND SAVINGS/CHECKING ACCOUNT TO BE PLACED IN THE DEL NORTE BANK, CITY OF CREEDE, MINERAL COUNTY, COLORADO";
- e. Consideration and possible approval of Resolution 2021-07 " A RESOLUTION OF THE CITY OF CREEDE, COLORADO, APPOINTING SARAH EFTHIM-WILLIAMSON, AS THE CITY CLERK FOR THE CITY OF CREEDE";
- f. Consideration and possible authorization to submit two grant applications to the CDOT Revitalizing Main Street Grant Program, one to improve the intersection of Wall Street and Main Street in the amount of \$175K with a \$25K local match and one to extend sidewalks from the City of Creede Town Hall to the Mineral County Courthouse and to improve the intersection of First Street and Main Street in the amount of \$110K with an \$11K local match;
- g. Discussion and possible approval of a COG Mini-Grant application for funding for the purchase and installation of a warming hut to be located at the hockey ponds;
- h. Consideration and possible approval of Ordinance No. 431 "AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY TO FINANCE A PORTION OF THE SEWER REHABILITATION PROJECT IN THE CITY OF CREEDE,"
- i. Discussion regarding the possible relocation of the RV water/sewer services facility from the current site;

OPEN TO THE PUBLIC

POSTED 7/30/2021

- XI. OLD BUSINESS
- XII. BOARD TOPICS FOR FUTURE DISCUSSION
- XIII. ADJOURN

**BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
July 6, 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): Trustee Dooley, Trustee O’Connell, Trustee Brink and Trustee Wall were present. Trustee Wall held meeting as Mayor Pro Temp. Mayor Larson arrived late at 6:32 PM. Trustee Kehr and Trustee Hannah were not present. Mayor Larson arrived late at 6:32 PM.

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
Madeline Westbrook, Deputy Clerk

APPROVAL OF AGENDA

Presentation a will be removed from Agenda.

Add to Consent Agenda d. Discussion and possible approval of Special Event Permit Suerte for July 18th from 11 AM to 6 PM on Main Street in front of San Juan Sports, to sell and consume malt, vinous, liquor. Trustee Brink motioned to approve agenda as amended. Trustee Dooley second. Motion carried unanimously.

PUBLIC COMMENT

No comment.

PRESENTATIONS

- a. ~~Presentation by Aaron Sutherlin of Matrix Design Group on the Draft 60% Design for Stream Restoration of the Lower Willow Creek Floodplain.~~
- b. Presentation by the Colorado Energy Office and Iconergy on the Energy Performance Contracting Program;

Presentation given by CEO and Iconenergy. Short discussion ensued. Board will reach out with further question when time comes.

CONSENT AGENDA

- a. Retroactive approval of the discussion and possible approval of a Special Event Permit for Creede Repertory Theatre at Seime Park;
- b. Discussion and possible approval of a Special Event Permit for Headwaters Music Festival for August 28th and August 29th, 2021 at Ed Hargraves Park/Baseball Field;
- c. Discussion and possible approval of a parade permit for Andrew Maguire Photo LLC July 13th from 9:30AM until 11AM on Main Street from Wall Street north up to Loma.

- d. Discussion and possible approval of Special Event Permit for San Juan Suerte for July 18th from 11 AM to 6 PM on Main Street in front of San Juan Sports, to sell and consume malt, vinous, liquor.

Trustee Brink motioned to approve consent agenda. Trustee O'Connell second. Motion carried unanimously.

BOARD INFORMATION ITEMS

- a. Check detail report for June 2021;
- b. Budget to actual report for June 2021;
- c. Staff Report for June 2021;

Board requested to move Check Detail and Budget to Actual reports to the following Work Session meeting on July 20th 2021 to allow for additional review time.

NEW BUSINESS

- a. Consideration and possible authorization for Insight Technical Services, Inc. to proceed with upgrades to the Town's SCADA system in the amount of \$17,258.30;

City Manager Fineberg introduced the agenda item that was on the previous meeting. PWD Johnson explained to the board that there will be annual fees. Trustee Dooley motion to approve the quote with caveat that ALL fees are not yearly. Trustee Brink second. Motion carried unanimously.

- b. Discussion regarding possible grant projects for the September 2021 DOLA EIAF Grant round; City Manager Fineberg discussed projects and funding lined up for next year; but mentioned that perhaps taking on additional projects would not be wise at this time. Trustee Dooley and Trustee O'Connell agreed with City Manager Fineberg.

- c. Discussion regarding the possible creation of a seasonal Town Marshal position for enforcement of OHV route, parking and moving violations;

City Manager Fineberg approached introduced the agenda item and discussion ensued. City Manager Fineberg was given administrative direction to research costs associated with the seasonal position and have the Town Attorney look into setting up a municipal court, associated fees, and preliminary costs.

- d. Discussion regarding the issuance of mailers to all utility customers reminding everyone of the need to stay on the designated OHV route;

The board requested City Manager Fineberg and City Clerk Efthim to find out costs needed to send notices to all Creede postal patrons, not just city residents.

- e. Discussion regarding the scope of an application to the CDOT Revitalizing Main Street Grant; City Manager Fineberg discussed the sidewalk project to make City of Creede ADA compliant. Fineberg will work with Engineer to have scope down to point of submission. Final proposal for CDOT will bring to July 20th Special Meeting.

BOARD TOPICS FOR FUTURE DISCUSSION

Trustee Wall reminded the Board of the Joint Work Session with Mineral County Commissioners on July 15th. Board members expressed interest to start meeting in person. Town Manager Fineberg and City Clerk Efthim-Williamson stated the meeting room is set up, but would appreciate notice ahead of time if board members are going to be in the meeting hall in person.

The trustees and Town Manager Fineberg also discussed adding an agenda item to the next meeting to discuss the Fall Board Retreat including date, location, and items to discuss.

Trustee O'Connell requested to add a discussion regarding charging water usage at RV station on the next agenda.

ADJOURN

There being no further business to come before the Board, Trustee Brink motion to adjourn. Trustee Dooley second. Vote was unanimous. Trustee Wall declared adjourned at 7:38PM the motion carried.

Respectfully submitted:

/Sarah Efthim /

Sarah Efthim City Clerk

DRAFT

BOARD OF TRUSTEES
CITY OF CREEDE, COLORADO - A TOWN
July 20, 2021

SPECIAL MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in special meeting session at the hour of 5:30 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, and Trustee O’Connell were present.
Trustee Hannah arrived at 5:45PM.
Trustee Kehr and Trustee Wall was 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
Madeline Westbrook, Deputy Clerk

APPROVAL OF AGENDA

Town Manager Fineberg requested to cancel the Executive Session item and item “h” under New Business; move item “c” under New Business to the end of New Business, and add a presentation by Gregory Friesen for the Creede Arts Center Project under Presentations.

Finebeg requested the board review items “a” and “b” under New Business at the beginning of the meeting, before Presentations and Consent Agenda, in order to dismiss legal council early in the meeting.

Trustee O’Connell motioned to approve the agenda with changes. Trustee Dooley second. Motion carried unanimously.

PUBLIC COMMENT

Richard Kolish made a comment about the excess use of water at the RV Dump station and requested the board consider adding some form of payment collection system.

PRESENTATIONS

- a. Presentation by Gregory Friesen for the Creede Arts Center Project featuring the Stephen Quiller Collection and International Water Media Collection.

City Manager Fineberg was given administrative direction to continue assistance with grant funding.

CONSENT AGENDA

- a. Minutes for the 6/1/21 Regular Board of Trustees Meeting;
- b. Minutes for the 6/15/21 Special Board of Trustees Meeting;
- c. Special Event Permit for Headwaters Alliance for August 20th, 2021 and August 21st, 2021 at the Lower Willow Creek Floodplains and September 16th, 2021 at Ed Hargraves Park/Ballfield
- d. Approval of RMS Utilities Agreement- Setting July 20, 2021 as the Effective Date of the RMS Utilities Agreement approved by the Board on June 1, 2021.

There were no comments. Trustee O’Connell moved to approve the Consent Agenda. Trustee Brink second. Motion carried unanimously.

BOARD INFORMATION ITEMS

- a. Check detail report for June 2021;
- b. Budget to actual report through June 2021;

There were no comments. Town Manager Fineberg gave a brief update on how the budget was on track at this point in the year.

NEW BUSINESS

- a. Consideration and possible approval of City of Creede, CO Resolution No. 2021-04 "A RESOLUTION OF THE CITY OF CREEDE, COLORADO, REGARDING THE REVIEW OF THE REQUEST TO VACATE A PORTION OF TENTH STREET ADJACENT TO LOTS 12-15, BLOCK 30, SOUTH CREEDE, A PORTION OF TENTH STREET ADJACENT TO LOTS 11-15, BLOCK 32, SOUTH CREEDE, AND A PORTION OF THE SOUTH HALF OF THE ALLEY BISECTING BLOCK 30 ADJACENT TO LOTS 12-15 IN SAID BLOCK 30, SOUTH CREEDE, CITY OF CREEDE, MINERAL COUNTY, COLORADO";

No comments were made. Trustee Dooley motion to approve Resolution No. 2021-04. Trustee O'Connell second. Motion carried unanimously.

- b. Consideration and possible approval of City of Creede, CO Ordinance No. 430 "AN ORDINANCE OF THE CITY OF CREEDE, COLORADO, VACATING A PORTION OF TENTH STREET ADJACENT TO LOTS 12-15, BLOCK 30, SOUTH CREEDE, A PORTION OF TENTH STREET ADJACENT TO LOTS 11-15, BLOCK 32, SOUTH CREEDE, AND A PORTION OF THE SOUTH HALF OF THE ALLEY BISECTING BLOCK 30 ADJACENT TO LOTS 12-15 IN SAID BLOCK 30, SOUTH CREEDE, CITY OF CREEDE, MINERAL COUNTY, COLORADO";

Temp Town Attorney, Rick Samson, suggested the Mayor open a Public Hearing. Mayor Larson opened the Public Hearing. There were no comments. Trustee Dooley moved to close the Public Hearing. Trustee O'Connell second.

No further comments were made. Trustee O'Connell motioned to approve Ordinance No.430. Trustee Dooley second. Motion carried unanimously.

- c. Consideration and possible approval of a 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;

Discussion ensued. Trustees requested the Ordinance to be moved to the August Regular Meeting. Trustee Hannah motioned to continue the agenda item at the next meeting. Trustee O'Connell second. Motion carried unanimously.

- d. Discussion regarding the possible creation of a checking account associated with the Capital Improvement Fund as well as the movement of capital improvement line items from the General Fund and Water and Sewer Fund to the Capital Improvement Fund;

Town Manager Fineberg gave a brief explanation of the benefit of having a Capital Improvement Fund checking account including less transfers between funds. Trustee Dooley motioned to approve Resolution 2021-05. Trustee O'Connell second. Motion carried unanimously.

- e. Discussion regarding the possible installation of a pay for use water dispenser and RV dump at the City's RV dump site;

Trustee Dooley requested Town Manager Fineberg to move forward in collecting further information, including costs.

- f. Discussion regarding the issuance of mailers to all utility customers reminding everyone of the need to stay on the designated OHV route;

Town Manager Fineberg requested to change the wording of the agenda item from "utility customers" to "postal patrons".

Trustee Dooley wanted to move forward in getting the flyers out as soon as possible. Trustee Brink agreed and both suggested handing it to all the businesses. Trustee Hannah and Trustee O'Connell agreed the flyers should go to the businesses that rent out OHVs.

- g. Discussion regarding the possible painting of a colored line indicating the voter approved OHV route;

Trustee Brink gave a brief explanation. Trustee Dooley agreed with the idea. Town Manager Fineberg and Public Works Director Scott Johnson said they would get a cost estimate together for the next meeting.

- ~~h. Discussion regarding the scope of an application to the CDOT Revitalizing Main Street Grant;~~

- i. Discussion regarding the date and time for a Board of Trustees retreat as well as possible topics for discussion at the retreat;

Trustees agreed to meet in person on October 16th from 9AM until 1PM. Town Manager Fineberg requested trustees email him topics to discuss prior to the retreat.

OLD BUSINESS

BOARD TOPICS FOR FUTURE DISCUSSION

Board to email 3 topics to City Manager Fineberg to discuss at board retreat October 16th.

EXECUTIVE SESSION

- ~~j. § 24-6-402(4)(b), C.R.S. "Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions" related to CDPHE-mandated sewer replacement project;~~

ADJOURN

There being no further business to come before the Board, Trustee Dooley motion to adjourn. Trustee Brink second. Motion carried unanimously. Mayor Larson declared adjourned at 6:57PM the motion carried.

Respectfully submitted:

/Sarah Efthim /

Sarah Efthim City Clerk



PARADE PERMIT APPLICATION

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

Name: Deb Haverfield - Snowshoe Shuffle

Address: 631 Canal Road Monte Vista, CO 81144

Business/Organization (if applicable): Snowshoe Shuffle

Phone: 719.850.7777 Email: runnerangunner@gmail.com

Parade Date: 8/7/2021 Parade Time (please allow for set-up and take-down): 8:30 - 11:30

Parade Route Begins: Basham Park

Parade Route Ends: Basham Park

Planned Road Closures: Cross street N of the Post office, cross street N of Tomkins & Main street from the park to the Y (Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 80ish

Responsible Parties for Barricade Set-up & Removal:

Name: Gary Haverfield Phone: 719.850.9631 Name: _____ Phone: _____

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

Applicant Deb Haverfield 7/17/2021
Date

City Clerk _____
Date

SHERIFF'S DEPARTMENT NOTIFICATION: _____ Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: _____ Date

FOR ADMINISTRATIVE USE ONLY

Application Received _____ Fee _____ Date Paid _____

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

Board of Trustees Meeting Date _____

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

Attest: _____ City Clerk



Application for a Special Events Permit

Departmental Use Only

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

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

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	13-24935-0001

1. Name of Applicant Organization or Political Candidate <i>Creede Underground Mining Museum</i>	State Sales Tax Number (Required) <i>01324935-0000</i>
-----------------------------------------------------------------------------------------------------	-----------------------------------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>P.O. Box 422 Creede CO 81130</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>VC Multi Use Facility (old Gym)</i>
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4. Authorized Representative of Qualifying Organization or Political Candidate <i>Wendy Feggett</i>	Date of Birth <i>1-27-60</i>	Phone Number <i>719-658-0811</i>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
P.O. Box 294

5. Event Manager	Date of Birth	Phone Number
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Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date	Date	Date	Date	Date
<i>8-14-21</i>				
Hours From <i>4 P.m.</i>	Hours From	Hours From	Hours From	Hours From
To <i>10 P.m.</i>	To	To	To	To

Oath of Applicant

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

Signature <i>Wendy Feggett</i>	Title <i>Director - Mining Museum</i>	Date <i>7-28-21</i>
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

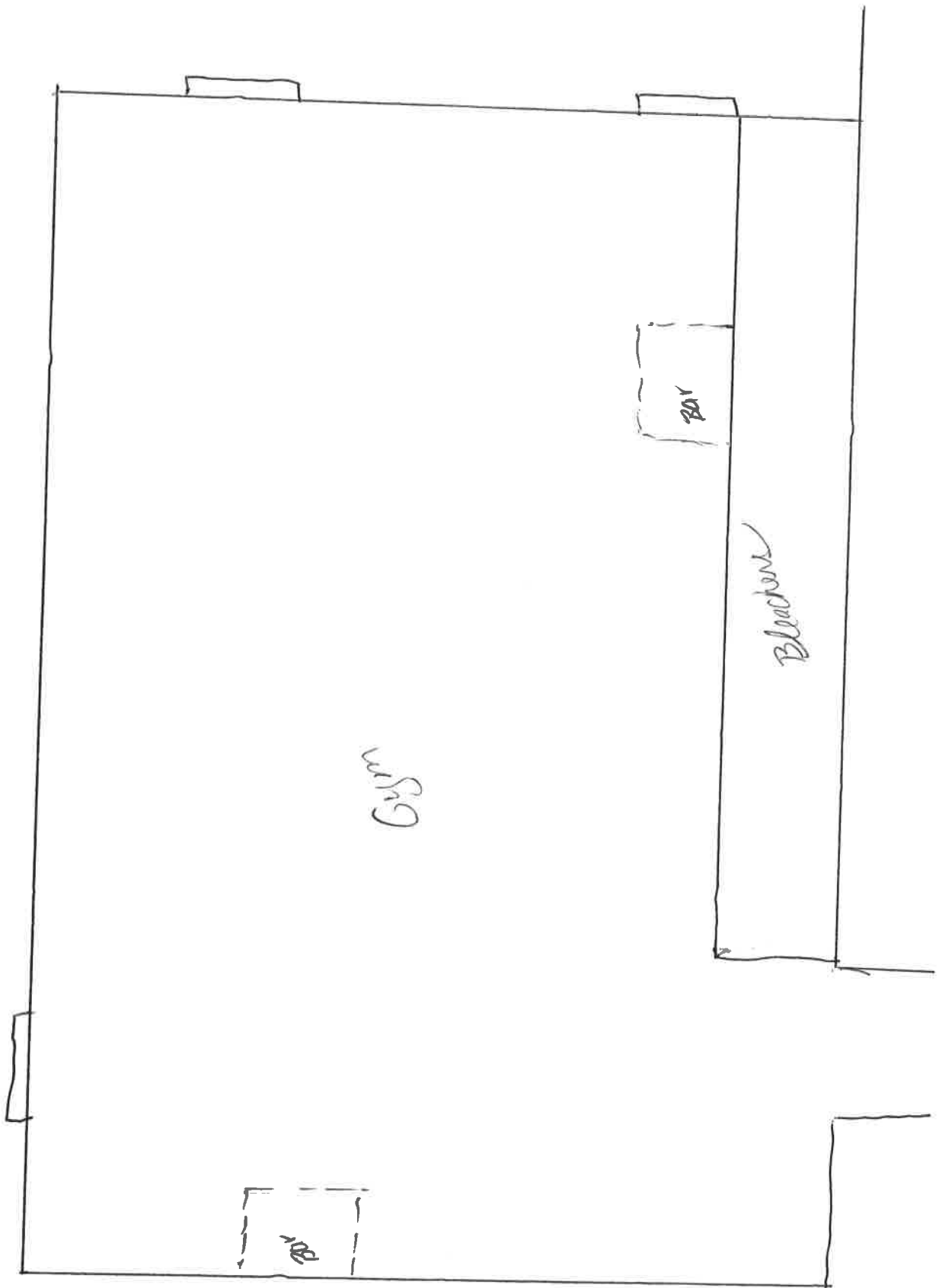
- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



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.

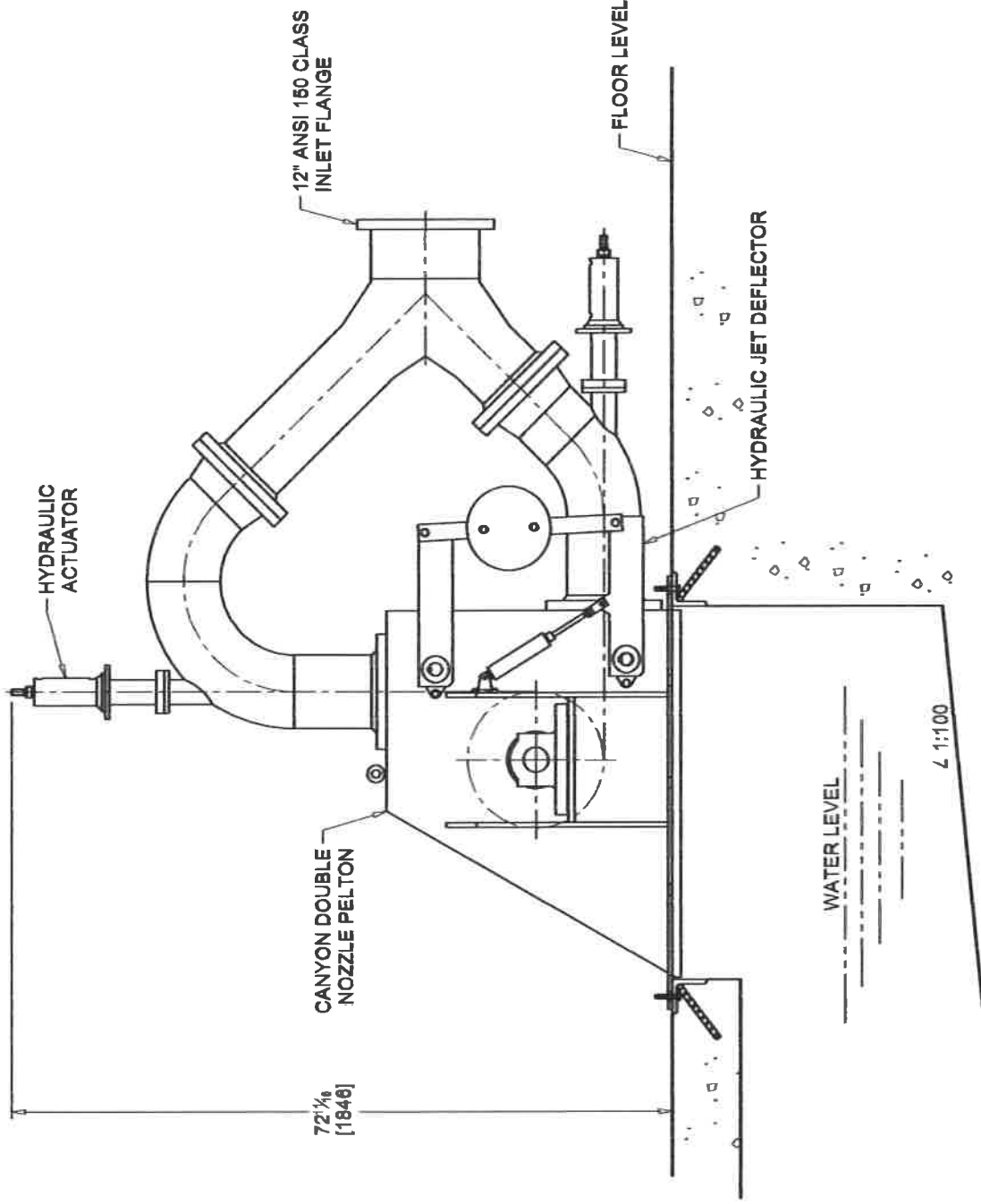
Gear Drive:

- 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



1525-2 EXAMPLE

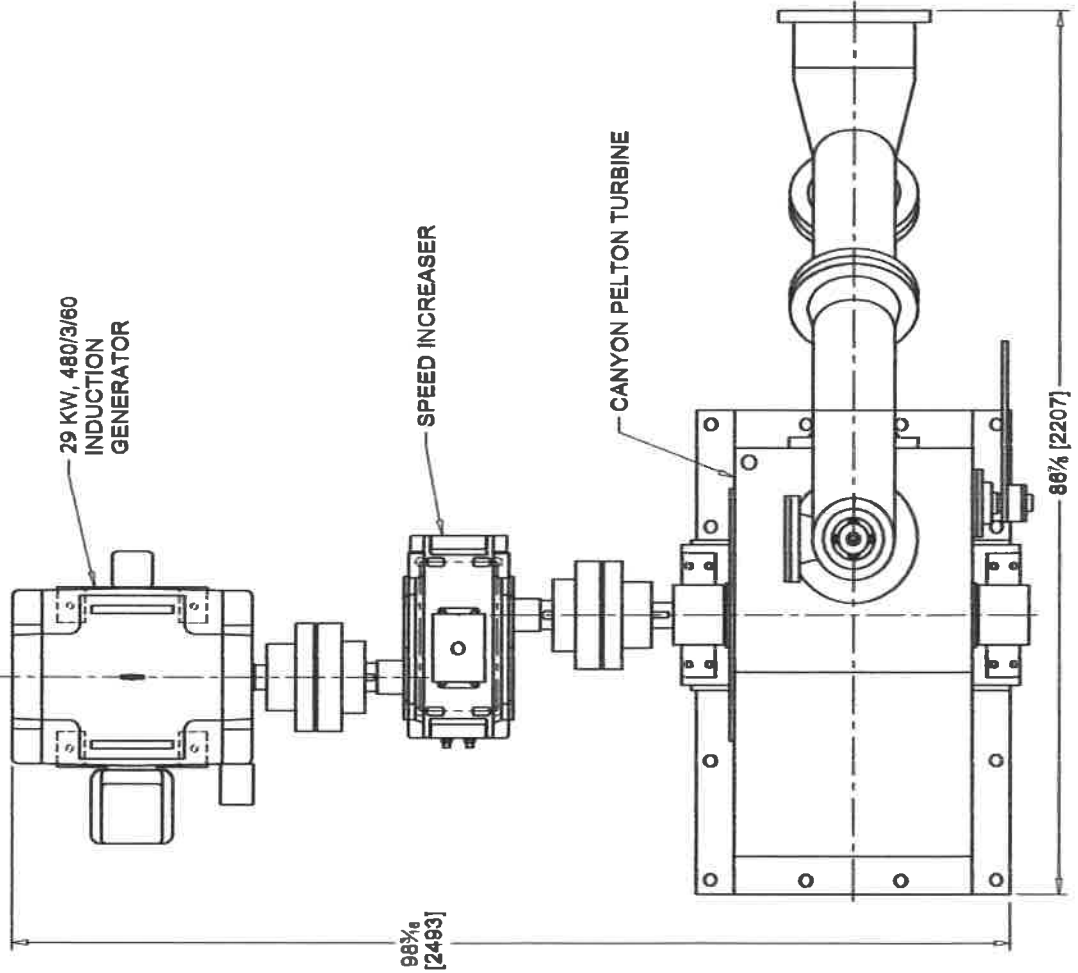
Canyon Hydro
 8500 Blue Heron Lane
 Deming, Washington 98244
 (360) 592-0562

the water power division of Canyon Industries, Inc
 FILE: ELEVATION VIEW DATE: 2010-11-01

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



REVISIONS		
REV	DESCRIPTION	DATE



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

1526-2 ACTUATED GEARDRIVE PLAN

Canyon Hydro
the water power division of Canyon Industries, Inc

8500 Blue Heron Lane
Deming, Washington 98244
(360) 592-8552

FILE: PLAN VIEW | DATE: 2018-03-28



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:

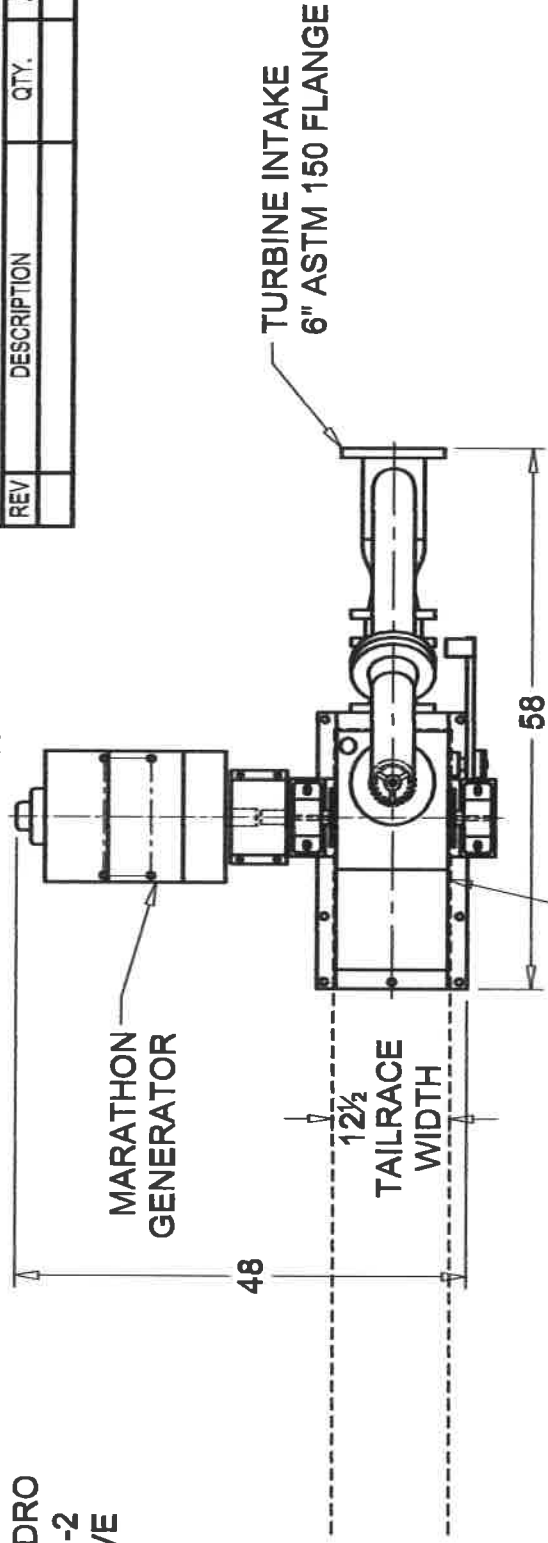
- US Motors, 1200 rpm, 7.4 kW, 480/3/60, induction generator with winding thermostats and space heaters. Two bearing design for use with flexible coupling between turbine and generator shaft.

Switchgear and Controls:

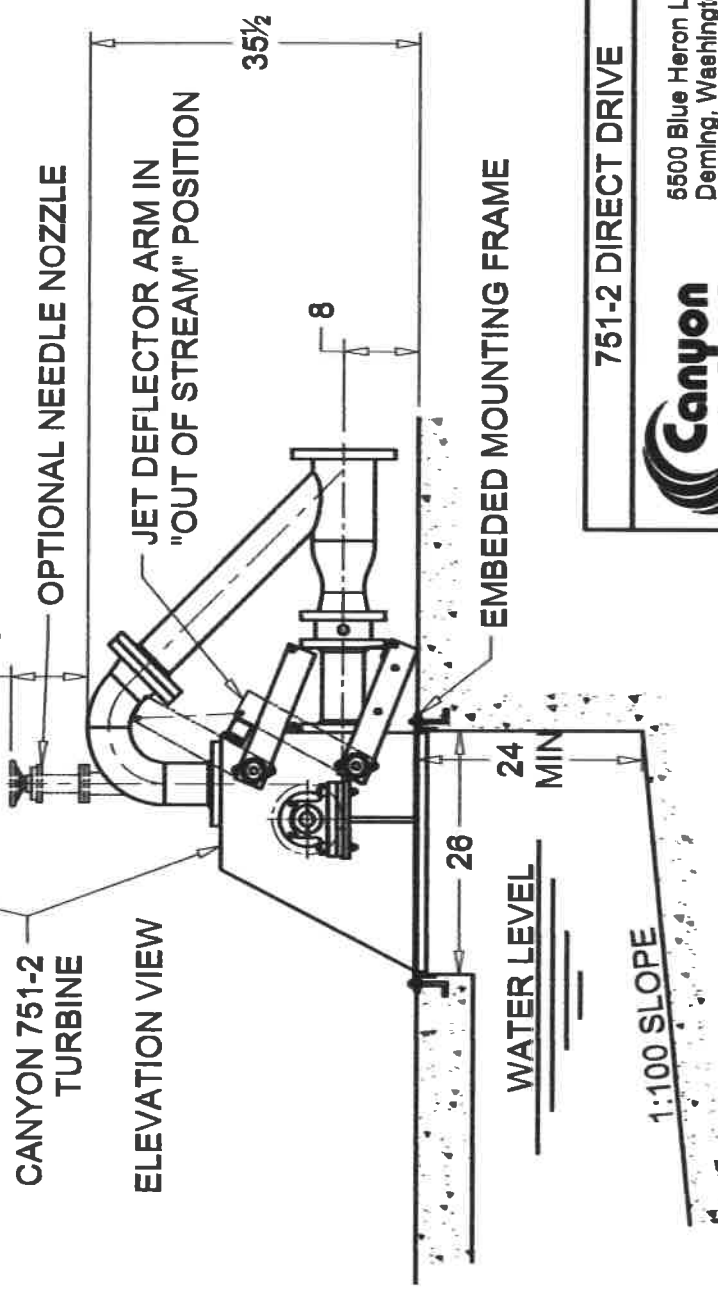
- Custom switchgear and controls panels to parallel the generator with the local electrical grid and provide protective relays. Protective relays will be utility grade. A digital multimeter or analog gauges will provide readouts for system function. Switchgear and controls panels to be UL508A listed.

**CANYON HYDRO
TYPICAL 751-2
DIRECT DRIVE**

PLAN VIEW



ELEVATION VIEW



REVISIONS			
REV	DESCRIPTION	QTY.	APPROVED

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: 2008-06-07

**DIMENSIONS IN INCHES ARE APPROXIMATE
NOT INTENDED FOR CONSTRUCTION**



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.

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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.

CITY OF CREEDE
MICRO-HYDRO ELECTRIC GENERATION SYSTEM DESIGN
BID PACKET

TABLE OF CONTENTS

Invitation for Bids	(2 pages)
Instruction to Bidders	(4 pages)
Bid Form	(1 page)
Notice of Award	(1 page)
Notice to Proceed	(1 page)
Contract	(Separate Document, Attached)

Process schedule (tentative)

August 9 th , 2021:	Bid Packet Posting.
August 27 th , 2021:	Bid Proposal Deadline.
August 30 th , 2021 @ 2 PM:	Bid Proposals Opened and Read Aloud.
September 7 th , 2021:	Board of Trustees Acceptance and Announcement of Winning Bidder (if any).
By September 10 th , 2021:	City Sends Notice of Award to Successful Bidder. (The successful bidder, if any, has ten (10) days to execute and deliver the professional services agreement).
September 21 st , 2021:	Board of Trustees Approval of Professional Services Agreement;
By October 1 st , 2021:	Professional Services Agreement Executed and Notice to Proceed Issued;

**CITY OF CREEDE
INVITATION FOR BIDS
FOR THE DESIGN OF A MICRO-HYDRO ELECTRIC GENERATION SYSTEM
ALONG WILLOW CREEK**

THE CITY OF CREEDE will be accepting sealed proposals for the scope defined below through August 27th, 2021. All proposals will be publicly opened and read on August 30th, 2021 @ 2:00 PM. Any proposal received after the above specified time will be immediately returned to the bidder unopened.

Bid Packets can be obtained at the City of Creede Town Hall, located at 2223 North Main Street, on the Town's website @ <https://cityofcreede.colorado.gov/taxonomy/term/100014>, or by contacting Louis Fineberg, Town Manager by phone at 719-658-2276 x 1#, or by email at manager@creedetownhall.com.

PROJECT SCOPE:

The scope of project will consist of the production of 30% design drawings and associated cost estimates for all materials, labor and tools necessary to manufacture, deliver and install a micro-hydroelectric generation system equivalent to one 23 KWH generator and one 5KWH generator, along with all appurtenant infrastructure, as specified in the attached "Micro-Hydro Feasibility Study" document dated September 14, 2020. Substitute generator systems are acceptable but must meet all minimum performance requirements reflected in the attached feasibility study.

PROJECT LOCATION: The two generators along with all ancillary infrastructure will be located along Willow Creek between the confluence of East and West Willow Creeks and the terminus of the Willow Creek Flume.

BID AWARDING: The successful bidder for this project will be awarded at the Regular Board of Trustees meeting on September 7th, 2021 at 5:30 PM. Once awarded, a Notice of Award and Notice to Proceed will be given to the successful bidder per the schedule outlined above.

The City of Creede assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. The right is also reserved by the City of Creede to reject any and all submittals, and to waive any irregularities and informalities in any submittal.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

The term "Bidder" is defined as one who submits a Bid directly to Owner, as distinct from a sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" is defined as the best, qualified, responsible, and responsive Bidder to whom the Owner, on the basis of Owner's evaluation as hereinafter provided, makes an award. "Bidding Documents" include the Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents. The "Owner" is the City of Creede, Colorado.

2. COPIES OF BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents must be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- B. Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- A. Qualifications of Bidders will be confirmed by Owner prior to award. The Owner can require information to confirm the qualifications of a Bidder to conduct the work.

4. PRE-CONSTRUCTION MEETING

NA

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE(S)

- A. Before submitting a Bid, it is the responsibility of each Bidder to:
 - 1. Examine thoroughly the Contract Documents and other related data identified in the Bidding Documents.
 - 2. Consider federal, state and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
 - 3. Study and carefully correlate Bidder's observations with the Contract Documents.
 - 4. Notify Owner of all conflicts, errors, or discrepancies in the Contract Documents.

- B. Information and data reflected in Contract Documents with respect to subsurface conditions at or contiguous to the site is based upon information and data furnished to Owner by others, and Owner assumes no responsibility for the accuracy or completeness thereof unless expressly provided otherwise.
- C. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, tests, or studies which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- D. Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. It is the responsibility of the Bidder to contact the Owner to arrange such access or meeting. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- E. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designed for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.
- F. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. CONTRACT TIME

The contract time is established as 60 working days from the date of issuance of the Notice to Proceed.

7. BID FORM

- A. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Owner.

- B. Bids by corporations must be executed in the corporate name by the president, vice-president, or other corporate officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under signature. The official address of the partnership must be shown below the signature.
- D. All names must be typed or printed below the signature.
- E. The Bid shall contain an acknowledgment of receipt of all Addenda, the number of which must be filled in on the Bid Form.
- F. The address and telephone number of Bidder must be shown for communications regarding the Bid.

8. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bids and shall be enclosed in a, sealed envelope, marked with the project title and the name and address of the Bidder. The Bid shall be accompanied by the other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face.

9. MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn at any time prior to the opening of Bids.
- B. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of the Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

10. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

11. AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or change in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.
- B. In evaluating Bids, Owner will consider the qualifications of the Bidders; whether or not the Bids comply with the prescribed requirements and such alternates; unit prices; and other data as may be requested in the Bid Form or prior to the Notice of Award.
- C. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the Project.
- D. If the contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within 10 days after the day of the Bid opening.

12. EXECUTION OF CONTRACT

Within ten (10) calendar days after receipt of a Notice of Award, the Bidder receiving the same shall deliver to the Owner, two (2) copies of the fully executed Formal Contract, including

- A. Certificates of insurance naming the City of Creede as additional insured, conforming in form and content to the requirements of the Contract, duly executed by an authorized agent for the issuing insurance companies.

13. SALES AND USE TAXES

The Owner is exempt from the City of Creede and Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Project (exemption No. 98-06344). Said taxes shall not be included in the Contract Price.

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 _____ (\$ _____)

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

CONTRACTOR: _____

By: _____ **Date:** _____

NOTICE OF AWARD

Date: _____

TO: _____
 Successful Bidder

ADDRESS: _____ Phone Number: _____
 _____ Email: _____

You are notified that your Bid dated _____, 2020 for the above Contract has been considered. You are the Successful Bidder and have been awarded a contract for:

CONTRACT FOR: 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.

(Indicate total Work, alternates, or sections of Work awarded.)

The Total Price of your Contract is: _____ Dollars (\$ _____)

You must comply with the following conditions within ten (10) days of the date of this Notice of Award.

1. You must deliver to the Owner two (2) fully executed copies of the Formal Contract.
2. You must deliver with the executed Formal Contracts, the Certificates of Insurance naming the City of Creede as additional insured, as specified in Instructions to Bidders.
3. (List other conditions).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award and to declare your Bid forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Formal Contract with the Contract Documents attached.

NOTICE TO PROCEED

Dated: _____

TO: _____
(Contractor)

ADDRESS: _____

CONTRACT FOR: 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.

You are notified that the Contract Times under the above contract will commence to run on _____ By that date you are to start performing your obligations under the Contract Documents. In accordance with paragraph 8 of the Instructions to Bidders you are to attain substantial completion within 60 working days of the above date.

City of Creede

By: _____
(Authorized Signature)

(Title)



To: Matt Hutson
SGM Inc

Project: Creede Hydro feasibility study

Date: 9/14/2020

Project Overview:

To assess the feasibility of installation and operation of a small hydro electric turbine on Willow Creek for the purpose of offsetting the town of Creedes' electrical energy consumption. The system would be interconnected to the local utility (SLVREC) as an aggregated meter offset. The study includes a target goal of 95% renewable energy offset. In order to reach that target goal an additional smaller hydro electric resource on East Willow Creek as well as a supplemental 93KWDC photo-voltaic system have been identified.

Executive Summary

This feasibility study report was prepared for the Town of Creede, Creede CO to evaluate the potential for the installation and operation of a micro hydroelectric system to generate electricity to offset the towns' electrical energy consumption.

Site Description

The site is located on Willow Creek located within the town limits of Creede. The intake structure would be located on the North end of town with the penstock routed along the East edge of the improved flume that runs North to South through the town. The hydro turbine and associated structure to house it would be located at the South end of town where the improved flume ends.

Site History

The improved flume was completed in 2018 by Mays Construction Specialties, Inc and will serve as the route for the hydro turbine penstock. This report was prepared using data from "A pre-feasibility study" prepared by the University of Colorado at Boulder dated 4/7/2004 and flow data from the Willow Creek Gauge station from 1952-1981.

Basis for hydroelectric generation

The installation and operation of a micro hydroelectric system is based on the location and availability of existing water resources within the town limits. Due to the constrained nature of the topography surrounding the town of Creede, alternative options such as wind turbines and or photo-voltaic systems are not as efficient as hydroelectric. The data analyzed shows a potential for a renewable energy resource to accomplish the Towns goal of operating on renewable energy.

Table of Contents

1.0 Introduction

1.1 Purpose of the feasibility study

1.2 Site location and description

1.3 Site history

2.0 Previous investigations

2.1 2004 University of Colorado “pre-feasibility study of Willow Creek”

3.0 Basis for micro hydroelectric system

3.1 Hydroelectric power resource assessment

4.0 System design details

4.1 Site Plan

4.2 Hydro plant description

4.2.1 System details

4.2.2 System drawing

4.2.3 Electrical One Line drawing

4.3 Intake structure

4.3.1 Intake Structure drawing

4.3.2 Intake Structure location

5.0 Electrical consumption and offset

5.1 Electrical consumption and offset report

6.0 Utility Interconnect Process

6.1 San Luis Valley REC Net Meter Distributed Generation Guideline

1.0 Introduction

Colorado Energy System has prepared this feasibility study for the Town of Creede located in Creede, CO. This feasibility study report was prepared for the Town of Creede to evaluate the potential for the installation and operation of a micro hydroelectric system to generate electricity to offset the towns' electrical energy consumption. The site is located within the town of Creede and includes hydroelectric resources on both Willow Creek and East Willow Creek. This report includes historical data on the town's electrical usage for both 2018 and 2019. Initial design and location are included under the "System design details" section of this report.

1.1 Purpose of the feasibility study

The report focuses on the Willow Creek resource and it further identifies two additional resources to offset the towns' electrical energy usage. The systems would be interconnected to the local utility (SLVREC) as an aggregated meter offset. The study includes a target goal of 95% renewable energy offset. In order to reach that target goal an additional smaller hydroelectric resource on East Willow Creek as well as a supplemental 93KWDC photo-voltaic system have been identified.

1.2 Site location and description

The site is located on Willow Creek located within the town limits of Creede. The intake structure would be located on the North end of town on the east side of Willow Creek with the penstock routed along the East edge of the improved flume that runs North to South through the town. The hydro turbine and associated structure would be located at the South end of town where the improved flume ends. The location of the turbine and turbine house were determined based on efficient use of the head pressure for turbine production as well as proximity to existing SVLREC power transmission lines. Both intake and turbine locations are identified in the site plan included in section 4.1. The site plan also includes the two additional renewable energy resource locations. The photo-voltaic locations are preliminary potential locations only. The 5KW hydroelectric turbine system is based on an existing 8" unused water intake that runs from East Willow Creek to a standpipe located near the proposed intake on Willow Creek.

1.3 Site history

The Town of Creede is located in Mineral County Colorado. According to historical documentation hydroelectric power was generated from a system that has since been de-commissioned on East Willow Creek. The details on that system are no longer available but its existence does demonstrate historical utilization of Willow Creek water

for electrical generation. The University of Colorado at Boulder completed a pre-feasibility study for hydroelectric resources in 2004 which was utilized in this feasibility study report.

The improved flume was completed in 2018 by Mays Construction Specialties, Inc and will serve as the route for the hydro turbine penstock.

2.0 Previous Investigations

In the preparation of this report two previous investigation resources were utilized. The flow data from the Willow Creek Gauge Station averaged from 1952 to 1981 and the 2004 University of Colorado at Boulder “A Pre-Feasibility Study for a Micro-Hydropower Facility on Willow Creek at Creede, Colorado” both support the proposed implantation of micro-hydro electric resource on Willow Creek.

2.1 2004 University of Colorado at Boulder “A Pre-Feasibility Study for a Micro-Hydropower Facility on Willow Creek at Creede, Colorado”

The study prepared by the University of Colorado at Boulder was conducted based on a visit to the area in May of 1995. The study supports the use and development of a hydroelectric resource on Willow Creek. However, the report highlights the highly variable flow nature of Willow Creek based on seasonal flows and states that hydro turbine sizes could range from 24KW to 75KW.

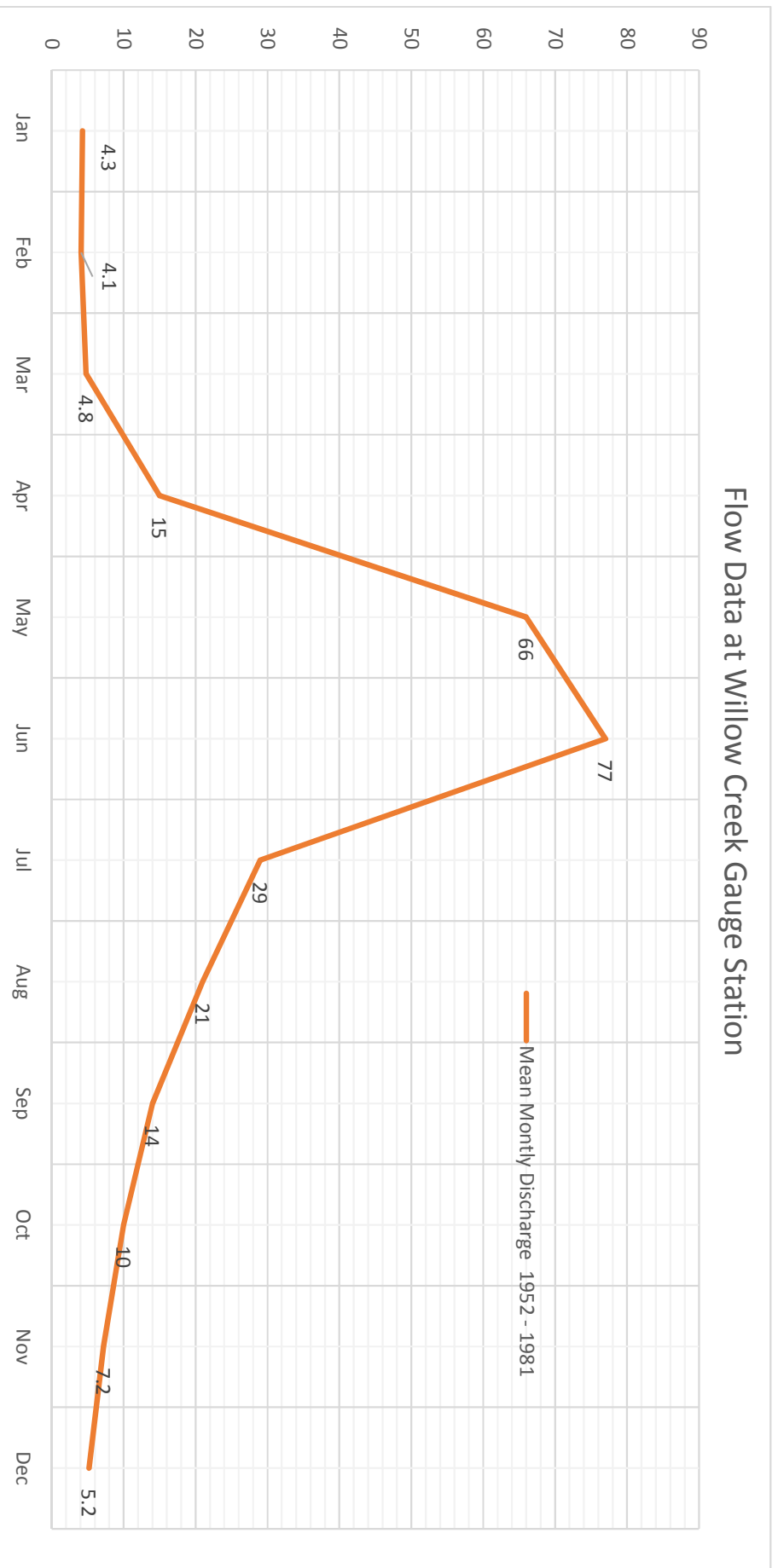
3.0 Basis for Micro-hydroelectric System

The installation and operation of a micro hydroelectric system is based on the location and availability of existing water resources within the town limits. Due to the constrained nature of the topography surrounding the town of Creede, alternative options such as wind turbines and or photo-voltaic systems are not as efficient as hydroelectric. The data analyzed shows a potential for a renewable energy resource to accomplish the Towns goal of operating on renewable energy.

3.1 Hydroelectric Power resource assessment

The hydroelectric power resource available from Willow Creek was assessed utilizing the historical data from the Willow Creek Gauge station collected from 1952 to 1981. The data from the Gauge shows highly variable streams flows throughout the year. This data is also confirmed in the University of Colorado Pre-Feasibility study. Based on the minimum mean stream flows of 4.1CFS the year-round minimum flow resources were utilized in the assessment of the available resource. The head height of 110’ was derived from the survey data provided by SGM, Inc assuming an intake structure located prior to where Willow Creek enters the improved flume and a hydroelectric turbine inlet approximately 5 feet above the bottom of the flume just prior to the end of the improved flume. These conditions allow for a design criteria of 4.0CFS at 100’ of net head.

Flow Data at Willow Creek Gauge Station



4.0 System design details

The system design was performed with the consideration for maximizing the year-round aggregated production of the hydroelectric system. By following the existing improved flume, we eliminate the need for additional excavation and or re-routing of the flume. The distance following the flume from the spillway to the South end of the improved flume is approximately 4,800 linear feet based on survey information provided by SGM, Inc. Based on the 4CFS of minimum mean stream flow, 100' of net head, and 4,800 linear feet of penstock the design basis was a 23KW hydroelectric turbine. The penstock would be constructed of Polymer pipe with a nominal dimension of 16" to deliver the 4CFS from the intake to the hydroelectric turbine.

4.1 Site Plan

The site plan identifies the location of the 23KW hydroelectric turbine intake structure, the location of the 23KW hydroelectric turbine house, the 5KW hydroelectric turbine house, and the two potential photo-voltaic sites. This study focuses on the 23KW hydroelectric turbine. The other potential renewable energy resources are included for reference only. See Page 17 for site plan.

4.2 Hydroelectric plant description

The hydroelectric plant will consist of the following components:

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.

System Drawing:

See Pages 18 and 19 for system drawing.

System Electrical One-Line:

See Page 20 for electrical one line drawing.

4.3 Intake Structure

The proposed intake structure will be located upstream of the spillway on the East side of Willow Creek. (See Page 21 for intake design drawing. See Page 22 for site photo)

5.0 Electrical Consumption and Offset

The electrical consumption and offset report was generated utilizing the Town of Creedes' electrical utility bills from 2018 and 2019. The 2019 numbers were used to generate the 95% target off set for the town based on LED lighting upgrades performed on town owned buildings leading to a lower overall energy consumption for the year. The 5KW hydroelectric site as well as the potential photo-voltaic system were included in the offset report for reference.

5.1 Electrical Consumption and offset report

See Page 24 for Electrical Consumption and offset report.

6.0 Utility Interconnect Process

San Luis Valley Rural Electric Cooperative (SLVREC) requires that any customer owned generator that is connected to their utility grid have a Net Meter Distributed Generation (DG) facility application in place. The utility requires that the facility is located on land that is either owned, leased, operated or otherwise controlled by the SVLREC member. This study focused on a meter aggregation approach so that the town may utilize the energy produced by the hydroelectric turbine to offset the use of multiple locations throughout the town without directly connecting to each location. When the electricity supplied by the member owned DG facility exceeds the energy supplied by SLVREC during a billing period, the excess electricity will be banked for usage in the next billing period. Annually in April, excess electricity banked to the members account will be purchased by SLVREC at the Cooperative's average cost of wholesale energy of the previous calendar year.

6.1 San Luis Valley Rural Electric Cooperative, Inc. Net Meter Distributed Generation Guideline

GENERAL

In order to receive electric service from San Luis Valley Rural Electric Cooperative, Inc. (SLVREC), a customer must join or become a member (Member) of San Luis Valley Rural Electric Cooperative, Inc. For more information about SLVREC's membership application process, please contact Customer Service at 719-852-3538.

SLVREC permits Members to install a Net Metered Distributed Generation (DG) facility, provided the Member's DG facility does not adversely affect the operation and reliability of SLVREC's electric system. The Member must conduct their own analysis to determine the economic benefit of DG operation.

A DG facility connected in any way to SLVREC's system must receive approval from SLVREC prior to installation.

This guideline is not a complete description or listing of all laws, ordinances, rules and regulations, nor is this guideline intended to be an installation or safety manual. The Member requesting to interconnect a DG facility to SLVREC's system must follow all provisions of this guideline, SLVREC's *Rules and Regulations and Tariffs for Electric Service*, SLVREC's *Line Extension Policy*, the current *IEEE 1547 Standard Guide for Distributed Generation Interconnection* (a copy is on file at SLVREC for inspection along with information so the Member may obtain his/her own copy), other applicable IEEE standards, applicable ANSI standards, including ANSI C84.1 Range A and any other applicable governmental and regulatory laws, rules, ordinances or requirements. All legal, technical, financial requirements in the following sections of this Manual must be met prior to interconnection of the DG facility to SLVREC's system.

A DG facility may serve any load behind the meter at the location of the DG facility but is not permitted to serve multiple meters, multiple consuming facilities or multiple Members with a single DG facility or under a single DG application without prior approval by SLVREC.

I. DETERMINE THE SIZE OF THE DISTRIBUTED GENERATION FACILITY

1) DG Project Size

a) Residential

A residential DG facility connected in a Net Metering installation may be designed with a capacity up to the greater of:

- i) Up to 10 kilowatts; or
- ii) 120% of the previous 12 months electric energy consumption, up to 25 kW; or
- iii) 120% of the estimated 12 month electric energy consumption, up to 25 kW if the DG facility will be installed on a new service. The design capacity factor for a DG facility shall be 20%.

b) Commercial

Up to 25 kilowatts

2) Qualifying Facilities

- a) Qualifying Facilities (QF) are defined by the Public Utility Regulatory Policies Act of 1978 (PURPA). Refer to CFR Title 26, Volume 4, Sec. 292.204. SLVREC allows only QF facilities to be net metered. A QF must have as its primary energy source biomass, waste, wind, solar, geothermal resources or any combination. See PURPA for a full description.

- b) SLVREC will provide interconnection for a DG facility to Members, subject to the provisions of this guideline and all other applicable rules and regulations.

II. MEMBER'S INITIAL REQUIREMENTS

- 1) Members must meet all SLVREC's membership and service requirements in addition to the requirements in the guideline.
- 2) In advance of constructing a DG facility, the Member must complete the San Luis Valley Rural Electric Cooperative Net Meter/Distributed Generation Application and include a \$100.00 application fee.
- 3) A separate application form must be submitted for each facility.

III. COOPERATIVE REVIEW PROCESS

- 1) SLVREC will review the application and accompanying documents, plans, specifications, and other information provided and will return a letter authorizing the construction the proposed facility to the Member within 60 days.
- 2) Technical review will be consistent with guidelines established by the most recent *IEEE Standard 1547 Guide for Distributed Generation Interconnection*. The Member may be required by SLVREC to provide proof that their DG facility have been tested and certified by applicable IEEE guidelines.
- 3) If corrections or changes to the plans, specifications and other information are made by the Member, the 60 day period may be reinitialized when such changes or corrections are provided to SLVREC. In addition, any changes to the site or project requiring new analysis by SLVREC will require a new Net Meter/Distributed Generation Application.
- 4) The Member acknowledges and agrees that any review or acceptance of such plans, specifications and other information by SLVREC shall not impose any liability on SLVREC and does not guarantee the adequacy of the Member's equipment or DG facility. SLVREC disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability, or reliability of such DG installations.
- 5) In the event it is necessary at the time of initial interconnection or at some future time for SLVREC to modify electric delivery systems in order to serve the Member's DG facilities, or because the quality of the power provided by the Member's DG adversely affects SLVREC's delivery system, the Member will be responsible to pay SLVREC for all costs of modifications required for the interconnection of the Member's DG facilities.

IV. SALES TO AND PURCHASES FROM A DG FACILITY

- 1) Power produced by the DG facility will be compensated by netting the kilowatt-hours generated against the kilowatt-hours consumed.
- 2) When the kilowatt-hours produced by the DG facility are less than the kilowatt-hours consumed by the Member, SLVREC shall bill the Member according to SLVREC's applicable retail rate schedule including the net electricity supplied to the Member during the billing period.

- 3) When the monthly production of electricity supplied by the DG facility is greater than or equal to the kilowatt-hours consumed by the Member, the monthly charge and/or minimum bill of the retail rate schedule shall be billed by SLVREC. Any excess electricity produced will be credited to the Member's account and carried forward. On April 30 of each year, any excess accrued electricity produced by the DG facility during the preceding 12 months will be calculated by SLVREC. The excess electricity produced by the DG facility will be purchased from the Member at the SLVREC's average wholesale power cost calculated over the same May 1 through April 30 period.
- 4) SLVREC shall not be required to make any purchases that will cause SLVREC to no longer be in compliance with any applicable contracts or all-power contract requirements with its power supplier(s).

V. MEMBER'S RESPONSIBILITY PRIOR TO OPERATION

- 1) Line Extension and Modifications to Cooperative Facilities
 - a) As a part of the interconnection analysis performed by SLVREC, the Member will be provided with an estimate of any line extension or other cost to be incurred in providing electric delivery service to the Member's DG facility. The Member shall pay, in advance, the full cost of the construction of any transmission, substation, distribution, transformation, metering, protective relaying, or other facilities or equipment which, at the sole discretion of SLVREC is required to serve the DG facility.
 - b) The DG facility shall not energize the San Luis Valley Rural Electric Cooperative power system when the area power system is de-energized.
- 2) Liability Insurance
 - a) The Member must provide proof of general liability insurance in the following amounts:
 - i) \$300,000 for systems with installed capacity of 10kW or less.
 - ii) \$1,000,000 for systems with installed capacity greater than 10kW.
 - b) The amount of the insurance may be increased at the sole discretion of SLVREC if the nature of the project so requires.
 - c) The insurance policy will not be changed or canceled without thirty days written notice to SLVREC.
 - d) Member must provide proof of continued insurance annually.
 - e) SLVREC must be listed as a named insured.
- 3) Initial Interconnection
 - a) After completion of the application and review process and prior to initiation of service, SLVREC will conduct a final inspection of the facilities and interconnection to SLVREC's system.
 - b) SLVREC will install the appropriate meters on the DG facility after the final inspection and upon payment of a \$100.00 meter installation fee.

- c) SLVREC's review process and final inspection is intended as a means to safeguard SLVREC's facilities and personnel.

VI. OPERATION OF DG FACILITY

1) Ownership of Facility

- a) The Member shall own and be solely responsible for all expense, installation, maintenance and operation of all equipment, including all power generating facilities, at and beyond the point of delivery as defined in SLVREC's tariffs.
- b) At its sole discretion, SLVREC may locate cooperative owned metering equipment and transformers past the point of delivery.

2) Self-Protection of DG Facilities

- a) The Member will furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of DG facilities interconnected with SLVREC's electric system.
- b) The DG facility must have the ability to both establish and maintain synchronism with SLVREC system and to automatically disconnect and isolate the DG facility from SLVREC system when power from the SLVREC electric system is off.
- c) The DG facility will be designed, installed and maintained to be self-protected from normal and abnormal conditions on SLVREC system including, but not limited to, overvoltage, undervoltage, overcurrent, frequency deviation, and faults. Self-protection will be compatible with all applicable SLVREC protection arrangements and operating policies.
- d) Additional protective devices and/or functions may be required by SLVREC when, in the sole judgment of SLVREC, the particular DG facility installation and/or SLVREC system characteristics so warrant.

3) Quality of service

- a) The DG facility will generate power at the nominal voltage of SLVREC's system at the delivery point as defined by ANSI C84.1 Range A.
- b) The DG facility will generate power at a frequency within the tolerances as defined by IEEE 1547.
- c) The DG facility shall produce power at a minimum power factor of at least 95%.
- d) The DG facility shall be in accordance with the power quality limits specified in IEEE 519.
- e) The overall quality of the power provided by the DG facility including, but not limited to, the effects of harmonic distortion, voltage regulation, voltage flicker, switching surges and power factor, will be such that SLVREC system is not adversely affected in any manner.

4) Disconnection of DG Facility

- a) The DG facility shall include the installation of a visible load break disconnect switch. The switch will be readily accessible to SLVREC personnel and of a type that can be secured in an open position by a SLVREC lock.

- b) SLVREC reserves the right to operate the disconnect switch for the protection of SLVREC system even if it affects the operation of the DG facility. In the event SLVREC opens the disconnect switch:
 - i) SLVREC shall not be responsible for restoring the DG facility to service.
 - ii) SLVREC will make reasonable efforts to notify the Member.
- c) The Member will not bypass the disconnect switch at any time for any reason.
- d) Signage shall be placed by SLVREC at the switch indicating the purpose of the disconnect switch along with names and phone numbers of appropriate SLVREC personnel.
- e) Should SLVREC lose power serving a DG facility for any reason, the DG facility shall not operate unless visibly disconnected from SLVREC system.
- f) SLVREC may, at its sole discretion, prevent the interconnection or disconnect the interconnection of a DG facility due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other reasonable issue. **Any disconnection may be without prior notice.**

5) Access

- a) Persons authorized by SLVREC will have the right to enter the Member's property for purposes of testing, operating the disconnect switch, reading or testing the metering equipment, maintaining right-of-way or other DG facility equipment and/or Cooperative service requirement. Such entry onto the Member's property may be without notice.
- b) If the Member erects or maintains locked gates or other barriers, the Member will furnish SLVREC with convenient means to circumvent the barrier for full access for the above-mentioned reasons.

6) Metering/Monitoring

- a) SLVREC shall specify, install and own all metering equipment. Each DG facility shall provide for the installation of two meters, one measuring the flow of electricity on the interconnection with the SLVREC electric system and one meter measuring the production of electricity from the DG facility.
- b) The meter shall be read at a time or times of month determined at SLVREC's sole discretion for acquiring metering data. The Member shall provide SLVREC an approved communications link at the Member's cost for this purpose if so requested by SLVREC. The type of communications link and metering equipment measuring purchase of power by SLVREC shall be installed and specified at the sole discretion of SLVREC.
- c) Meter testing shall follow SLVREC's standard policy on metering testing and accuracy.

7) Notice of Change in Installation

- a) The Member will notify SLVREC in writing thirty (30) days in advance of making any change affecting the characteristics, performance, or protection of the DG facility.
- b) If any modification undertaken by the Member will create or has created conditions which may be unsafe or adversely affect SLVREC system, the Member shall immediately correct such conditions or be subject to immediate disconnection from SLVREC system.
- c) Any change in the operating characteristics of the DG facility including, but not limited to, size of generator, total facility capacity, nature of facility, fuel source, site change, hours of operation, or type used, may require a new application process, including, but not limited to, application form, application fee, DG plan and DG plan review by SLVREC.

8) Testing and Record Keeping

- a) The Member will test all aspects of the protection systems up to and including tripping of the generator and interconnection point at start-up and thereafter as required. Testing will verify all protective set points and relay/breaker trip timing and shall include procedures to functionally test all protective elements of the system. SLVREC may witness the testing.
- b) The Member will maintain records of all maintenance activities, which SLVREC may review at reasonable times.

9) Compliance with Laws, Rules and Tariffs

The DG installation owned and installed by the Member shall be installed and operated subject to and in accordance with the terms and conditions set forth in SLVREC's rules, regulations, bylaws, rates and tariffs, as amended from time to time, and, if applicable, approved by SLVREC's board of directors, which are incorporated herein by reference, and in compliance with all applicable federal, state and local laws, regulations, zoning codes, building codes, safety rules, environmental restrictions, ordinances and regulations, including without limitation, and in accordance with industry standard prudent engineering practices. A system that is net metered is not eligible to be under any Time-of-Day rate schedule.

10) Liability for Injury and Damages

- (a) The Member assumes full responsibility for electric energy furnished at and past the point of interconnection and shall indemnify SLVREC and/or its Power Supplier against and hold SLVREC and/or its Power Supplier harmless from all claims for both injuries to persons, including death resulting there from, and damages to property occurring upon the premises owned or operated by Member arising from electric power and energy delivered by SLVREC or in any way arising directly or indirectly from the Member's DG facility.
- (b) SLVREC and/or its Power Supplier shall not be liable for either direct or consequential damages resulting from failures, interruptions, or voltage and waveform fluctuations occasioned by causes reasonably beyond the control of SLVREC and/or its Power Supplier including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. ALL PROVISIONS NOTWITHSTANDING, IN NO EVENT SHALL SLVREC BE LIABLE TO THE MEMBER FOR ANY INTEREST, LOSS OF ANTICIPATED REVENUE, EARNINGS, PROFITS, OR INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF MEMBER'S PREMISES OR FACILITIES FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR

RELATED, IN WHOLE OR PART, TO THIS AGREEMENT. SLVREC SHALL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL DAMAGES.

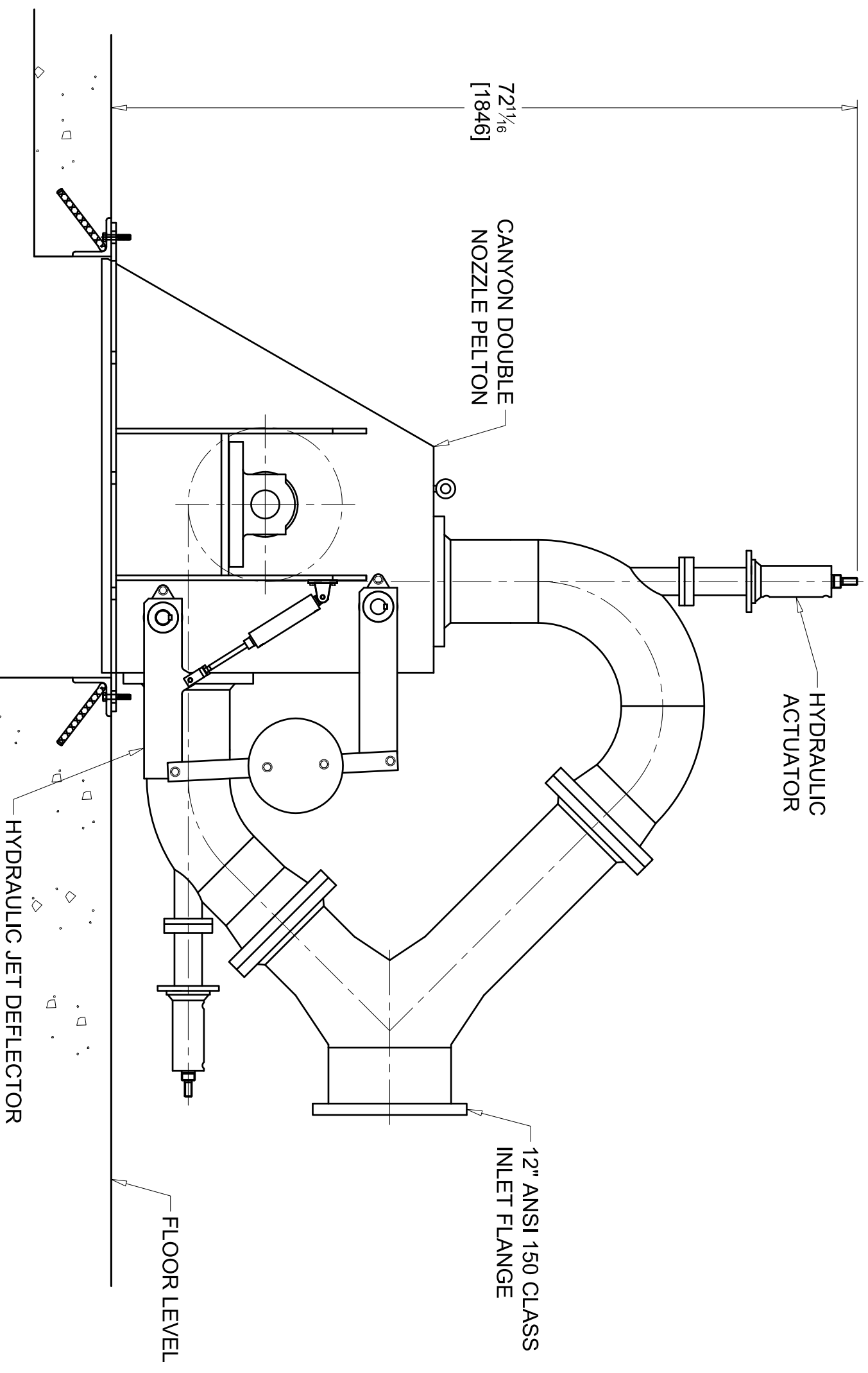
- (c) The Member is solely responsible for insuring his/her facility complies with all applicable regulations including, but not limited to, laws, regulations, ordinances, Cooperative and Cooperative Power Supplier tariffs, policies and directives.

Creede Hydro Project



Legend
• Creede

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED



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

1525-2 EXAMPLE

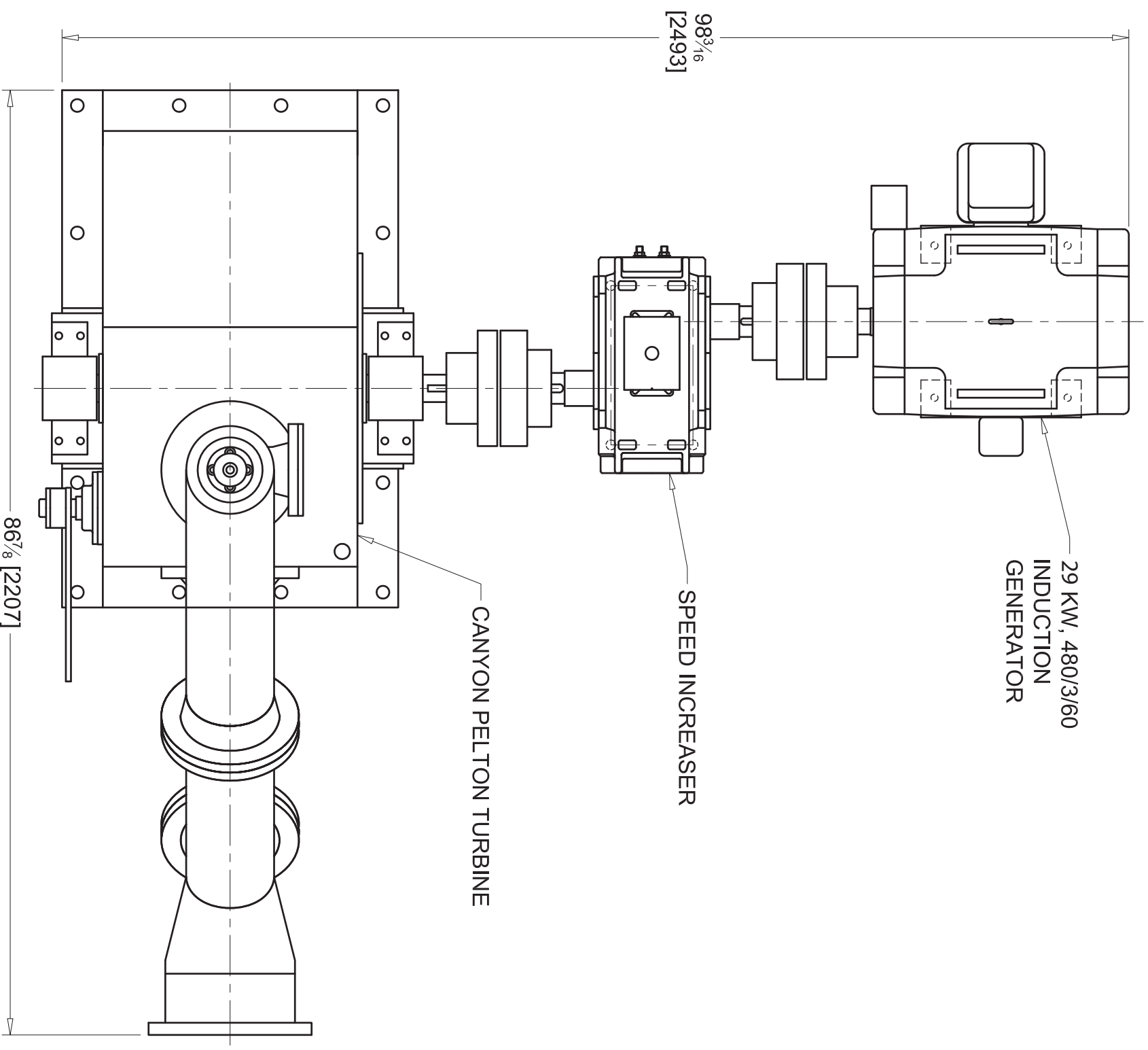


5500 Blue Heron Lane
Deming, Washington 98244
(360) 592-5552

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

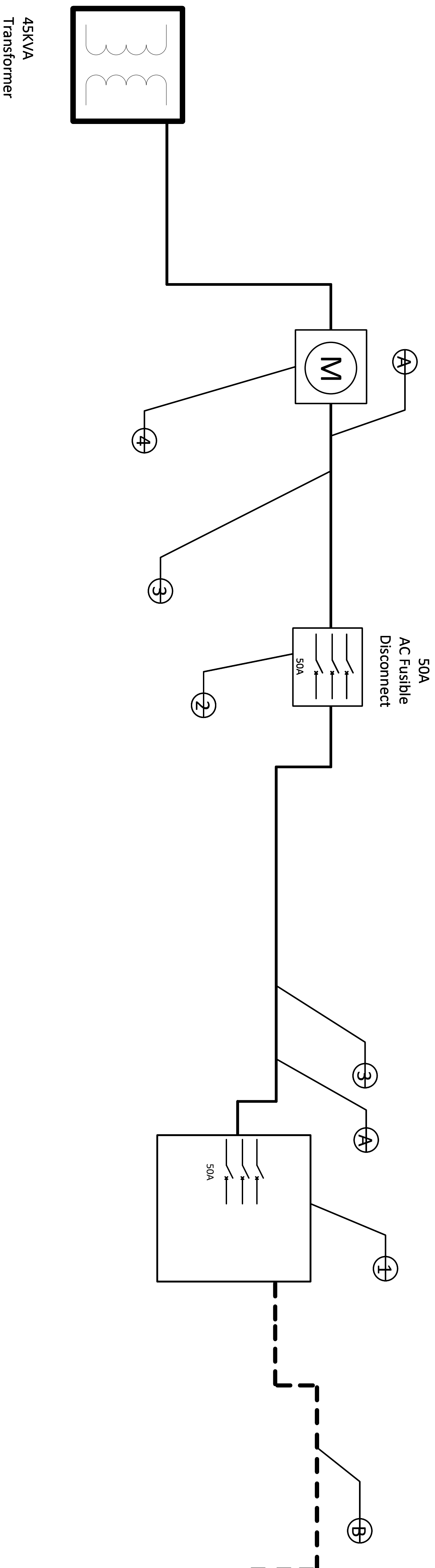


5500 Blue Heron Lane
Deming, Washington 98244
(360) 592-5552

the water power division of Canyon Industries, Inc

FILE: PLAN VIEW

DATE: 2016-03-25



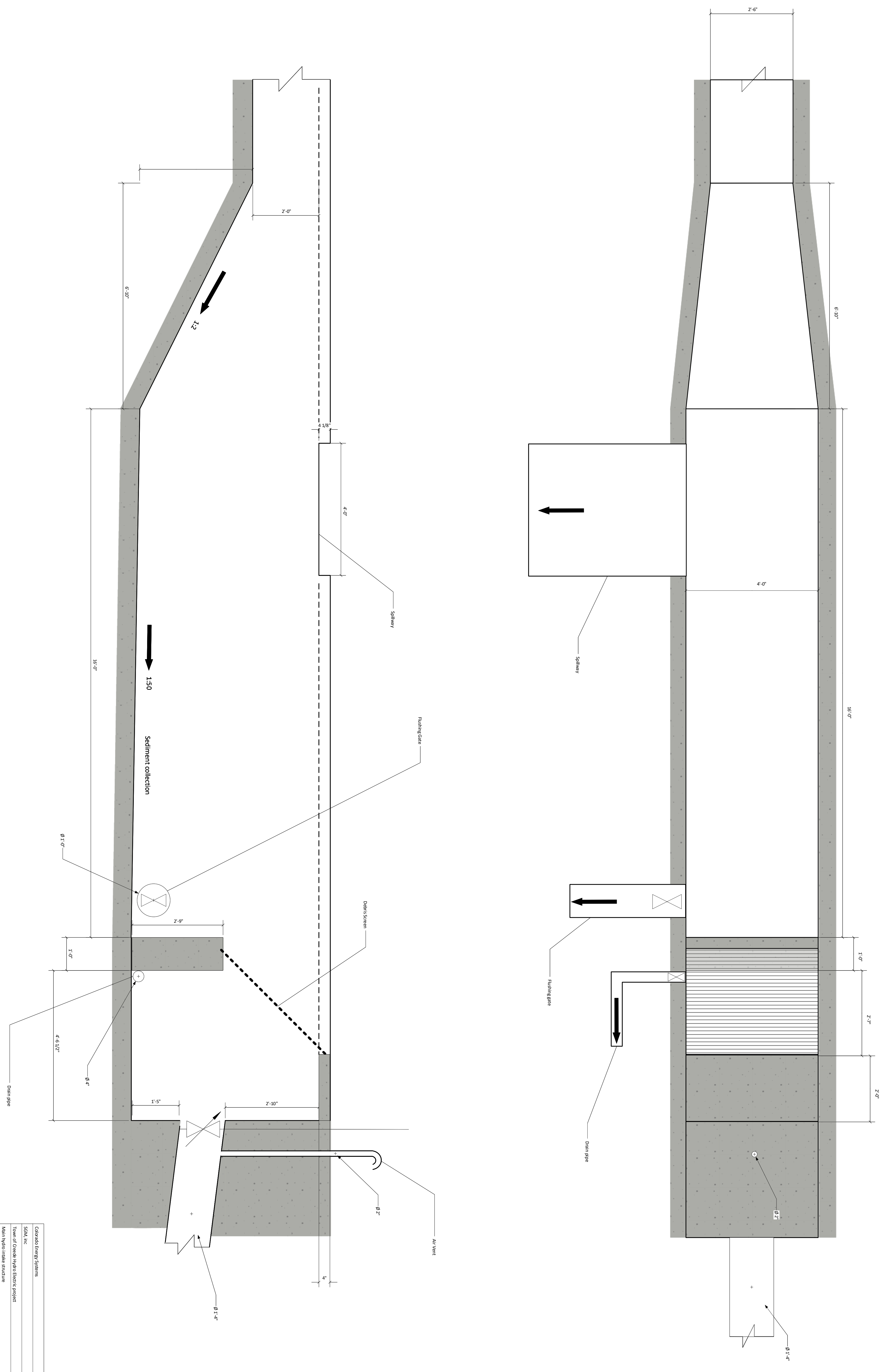
Wire Schedule:

- A. (4) #6 THHN 600V rated
- B. #4 CU Equipment ground

Equipment Schedule:

1. Canyon Industries 29KW (23KW rated) Hydro Turbine generator package.
2. 50A 600V rated fusible blade type lockable disconnect w/ 50A fuses
3. 1" Sch 40 GRC
4. Production meter (provided by SLV REC)

Colorado Energy Systems
 Drawn By: I. Moritz
 Creede Hydro Project
 Creede, CO
 9/14/2020



Chicago Energy Systems	
SKM, Inc	
Team of Crede Hydro Electric project	
Main Hydro intake structure	
9/14/2020	
Scale	3/4" = 1'



Intake Location

		Location																	
		7771705	38002905	55443405	733382405	756283106	757673505	869051506	869060405	6505970805	6510080507	7000089700	7000332900	7000333000	7000549600	7000604402	869010805	6508830905	
		kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	
	Jan-18	6615	326	14159	576	402	1900	1550	1673	937	364	flat rate	192	105	412	3655	264	937	
	Feb-18	6370	56	14301	698	1168	1894	1806	1816	3	376	flat rate	189	103	1619	4105	481	974	
	Mar-18	4550	0	12691	428	1132	141	1503	1648	3	325	flat rate	88	103	0	4220	712	840	
	Apr-18	7464	0	12925	496	1220	1731	1706	1993	3	334	flat rate	132	76	0	3542	345	943	
	May-18	6981	2	13556	484	863	1322	1322	7744	0	218	flat rate	127	76	0	3799	217	792	
	Jun-18	7146	274	22719	512	430	944	214	15123	1	184	flat rate	109	67	0	4008	351	716	
	Jul-18	6683	1087	29351	418	443	574	148	16745	0	121	flat rate	103	72	56	4386	261	574	
	Aug-18	6789	1339	22739	415	438	469	117	3882	0	163	flat rate	82	78	231	4645	208	469	
	Sep-18	6957	1208	20296	436	423	593	116	3424	0	88	flat rate	91	84	30	3487	264	1208	
	Oct-18	6888	1125	18434	398	406	564	156	3440	0	596	flat rate	110	64	47	3716	226	0	
	Nov-18	7391	1067	14073	474	414	1153	564	1938	1	270	flat rate	112	23	0	4064	289	0	
	Dec-18	7576	962	12512	408	415	1605	1000	1656	3	285	flat rate	112	23	0	4064	244	0	
	Annual Aggregate Total	81410	7446	207756	5743	7754	12890	10202	61082	951	3324	flat rate	1447	874	2395	47701	3862	7453	

		Locations																	
		7771705	38002905	55443405	733382405	756283106	757673505	869051506	869060405	6505970805	6510080507	7000089700	7000332900	7000333000	7000549600	7000604402	869010805	6508830905	
		kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	
	Jan-19	8098	2491	12544	503	473	1248	1182	1669	4	547	flat rate	134	25	679	4256	290	0	
	Feb-19	5482	2737	13674	516	928	1251	1046	1696	5	596	flat rate	129	24	2017	5099	1201	0	
	Mar-19	4426	977	13642	580	38	1049	1053	1688	2	894	flat rate	69	21	0	4439	1041	0	
	Apr-19	4060	820	13174	526	19	598	266	1676	1	456	flat rate	29	19	0	4483	204	0	
	May-19	4216	840	14658	441	9	588	342	2566	3	444	flat rate	29	16	0	4499	244	0	
	Jun-19	4041	918	21288	377	25	488	121	4370	0	81	flat rate	28	17	0	4624	209	0	
	Jul-19	3940	1199	28672	504	20	465	111	8891	0	1046	flat rate	29	18	0	4975	302	0	
	Aug-19	3385	962	23742	446	23	682	108	3816	0	589	flat rate	31	18	20	4741	203	0	
	Sep-19	6521	850	18420	518	24	554	103	3565	0	59	flat rate	34	21	0	3909	228	0	
	Oct-19	9091	757	13266	652	76	728	328	2532	2	529	flat rate	37	22	0	4022	1243	0	
	Nov-19	7253	723	11357	582	28	1355	1374	1796	2	787	flat rate	39	24	0	4861	1220	0	
	Dec-19	6622	882	12222	675	34	1854	1806	1773	5	919	flat rate	68	25	0	5181	2102	0	
	Annual Aggregate Total	67135	14156	196659	6320	1697	10860	7840	36038	24	6947	flat rate	656	250	2716	55089	8487	0	
	Total kWh consumed	Size (KW)	2018	2019	AVG	KWH/Yr	%												
			462,290	414,874	438,582														
	Target Offset (95%)					394,130	95												
	Main Hydro Offset	23				191,406	46												
	Upper Hydro Offset	5				41,610	10												
	Total Hydro Offset	28				233,016	56												
	Ground mount PV Offset	93				162,823	39												
	Total Renewable generation					395,839	95*												

*Note: Percentage based on lower kWh consumption in 2019 per LED lighting upgrades completed.



To: Matt Hutson
SGM Inc

Project: Creede Hydro Project Budget 5KW
Date: 9/25/2020

Project Overview:

Provide and install a turnkey 5KW grid tied hydroelectric system. System will be interconnected to SLVREC grid under Net Meter Distributed Generation facility agreement, to offset City of Creede electrical utility consumption.

Scope of Work:

Intake:

Excavation, modification of intake system, including diversion of water away from intake structure area during construction. Concrete work for intake system, including forming, pouring, and testing.

Penstock:

Utilization of 8" existing penstock beginning at new intake structure and continuing underground to the hydro turbine building. Modification of existing water hydrant to connect to hydro turbine

Generator building:

Construction of 12' x 15' steel building to house hydro turbine, generator, and controls. Excavation of footprint and tail race included. Concrete work for generator building including forming, pouring, and testing. Tail race for hydro turbine outlet will be installed during construction of building.

Hydroelectric generator:

Provide and install Canyon Industries 7.4KW (5KW site rated) Hydro Electric generator system to include the following:

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.

Electrical Connection to SLVREC:

Coordinate and complete electrical work for interconnection to utility grid based on electrical one line. Interconnection will be made at 480V 3 Phase to nearest utility line approved by SLVREC. Electrical work to be completed by CO State licensed electrician and will be permitted and inspected by AHJ. SLVREC Net Meter Distributed Generation application will be completed and approved prior to interconnection.

Commissioning and testing:

System will be tested and commissioned by Canyon Industries representative prior to startup. Owner training and orientation will be included at time of commissioning.

Permitting:

Excavation, concrete, and electrical permitting included. Any water rights, Army Corp of Engineers, BLM, or USFS permitting is the responsibility of the owner.

Project Budget: \$269,900.00 (subject to change at time of contract award)



To: Matt Hutson
SGM Inc

Project: Creede Hydro Project Budget

Date: 9/22/2020

Project Overview:

Provide and install a turnkey 23KW grid tied hydroelectric system. System will be interconnected to SLVREC grid under Net Meter Distributed Generation facility agreement, to offset Town of Creede electrical utility consumption.

Scope of Work:

Intake:

Excavation for intake system, including diversion of water away from intake structure area during construction. Concrete work for intake system, including forming, pouring, and testing.

Penstock:

Installation of 16" penstock beginning at intake structure and continuing along the improved flume to the hydro turbine building. Penstock will be routed above grade and anchored to the flume wall using appropriate brackets to allow for expansion/contraction of penstock during normal operation. Penstock shall be HDPE or PVC (with UV wrap) with necessary adhesion (either glue or weld) according to manufacturer's installation guidelines.

Generator building:

Construction of 15' x 20' steel building to house hydro turbine, generator, and controls. Excavation of footprint and tail race included. Concrete work for generator building including forming, pouring, and testing. Tail race for hydro turbine outlet will be installed during construction of building.

Hydroelectric generator:

Provide and install Canyon Industries 29KW (23KW site rated) Hydro Electric generator system to include the following:

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.

Electrical Connection to SLVREC:

Coordinate and complete electrical work for interconnection to utility grid based on electrical one line. Interconnection will be made at 480V 3 Phase to nearest utility line approved by SLVREC. Electrical work to be completed by CO State licensed electrician and will be permitted and inspected by AHJ. SLVREC Net Meter Distributed Generation application will be completed and approved prior to interconnection.

Commissioning and testing:

System will be tested and commissioned by Canyon Industries representative prior to startup. Owner training and orientation will be included at time of commissioning.

Permitting:

Excavation, concrete, and electrical permitting included. Any water rights, Army Corp of Engineers, BLM, or USFS permitting is the responsibility of the owner.

Project Budget: \$608,800.00 (subject to change at time of contract award)

**CITY OF CREEDE, COLORADO
RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE CITY OF CREEDE, COLORADO, REGARDING THE
AUTHORIZATION TO OPEN A CAPITAL IMPROVEMENT FUND
SAVINGS/CHECKING ACCOUNT TO BE PLACED IN THE DEL NORTE
BANK, CITY OF CREEDE, MINERAL COUNTY, COLORADO.**

WHEREAS, it is the desire of the Board of Trustees of the City of Creede create a separate Capital Improvement Fund Savings/Checking account as a depository for funds to be expended for Capital Improvement projects of the City without the necessity of writing checks from the General Fund, to then be reimbursed from the Capital Improvement Fund, and

WHEREAS, it is the intent of the Board of Trustees of the City of Creede to open a Savings/Checking account for the City's Capital Improvement Fund in the initial amount of \$100,000.00, to be placed in the Del Norte Bank, 117 North Main Street, Creede, CO 81130; and

WHEREAS, the City is hereby authorized to take all steps necessary to establish the Capital Improvement Fund Savings/Checking account with the Del Norte Bank, including, but not limited to, signing the application for the account and designating signatory(s) on the account; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CREEDE, MINERAL COUNTY, COLORADO, THAT;**

Section 1. The Del Norte Bank, 705 Grand Ave, Del Norte, CO 81132, is hereby designated as the depository of the City of Creede public funds for the City's Capital Improvement Funds in accordance with the requirements of C.R.S. 24-75-603, and said funds shall be subject to withdrawal upon presentation of checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money as provide herein. Any public funds held by the depository that are not needed for current operating expenses shall be invested in accordance with C.R.S. 24-75-603 (4).

Section 2. The Del Norte Bank is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment to the Town without inquiry as to the circumstances of issue or the disposition of proceeds thereof; provided, that for the payment of any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders, endorsement by any two of the following shall be required: (1) Louis M. Fineberg, Town Manager; (2) Sarah Efthim-Williamson, City Clerk; (3) Jeffrey Larson, Mayor; and (4) Lori Dooley, Trustee.

Section 3. Any and all endorsements for others on behalf of the Town upon checks, drafts, notes or instruments for deposit or collection made with the Del Norte Bank may be written or stamped endorsements of the Town without any designation of the person making such endorsement.

Section 4. The Del Norte Bank shall be promptly notified in writing by the City Clerk of any change in this resolution and that until it has actually receive such notice in writing said Del Norte Bank is authorized to act in pursuance of this resolution.

Section 5. Effective Date. This resolution shall be become effective immediately upon adoption.

Section 6. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 7. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 3 DAY OF August, 2021.

ATTEST:

CITY OF CREEDE

By _____
Sarah Efthim-Williamson, City Clerk

By _____
Jeffrey Larson, Mayor

**CITY OF CREEDE, COLORADO
RESOLUTION NO. 2021-07**

**A RESOLUTION OF THE CITY OF CREEDE, COLORADO, APPOINTING
SARAH EFTHIM-WILLIAMSON, AS THE CITY CLERK FOR THE CITY OF
CREEDE.**

WHEREAS, the Board of Trustees, has determined that it is appropriate to appoint Sarah Efthim-Williamson a current employee of the Town, as City Clerk for the City of Creede, Colorado.

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

Section 1. In accordance with Sec. 2-3-0, of the *Municipal Code of the City of Creede, Colorado*, Sarah Efthim-Williamson is hereby appointed to the position of City Clerk for the City of Creede, Colorado, through the remainder of the unexpired term of the previous City Clerk, said term not to continue beyond 30 days after compliance with CRS §31-4-401 by the members of the succeeding Board of Trustees.

Section 2. Effective Date. This resolution shall become effective nunc pro tunc to July 5th, 2019.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 3RD DAY OF AUGUST 2021.

ATTEST;

CITY OF CREEDE

Sarah Efthim-Williamson, City Clerk

By _____
Jeffrey Larson, Mayor

CREEDE - SIDEWALK SAFETY PROJECT
 ENGINEERS OPINION OF PROBABLE COST
 BY: DD
 7/22/2021

SIDEWALK SAFETY PROJECT

BID ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE	
				UNIT PRICE	PRICE
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 6,000.00
2	SITE PREPARATION	1	LS	\$ 2,000.00	\$ 2,000.00
3	TRAFFIC CONTROL AND MAINTENANCE OF ACCESS	1	LS	\$ 2,000.00	\$ 2,000.00
	SUBTOTAL:				\$ 10,000.00
NORTH MAIN STREET IMPROVEMENTS					
1	REMOVAL - SAWCUT	250	L.F.	\$ 3.75	\$ 937.50
2	REMOVAL - ASPHALT (4-INCHES)	490	S.Y.	\$ 6.40	\$ 3,136.00
3	CURB AND GUTTER	70	L.F.	\$ 40.00	\$ 2,800.00
4	CONCRETE SIDEWALK	200	S.F.	\$ 11.75	\$ 2,350.00
5	ADA RAMPS	4	EA	\$ 5,000.00	\$ 20,000.00
6	CROSSWALKS - COLORED BRICK PAVERS	2	EA	\$ 12,000.00	\$ 24,000.00
7	CONCRETE SIDEWALK - WEST SIDE (FROM EXISING TO TOWN HALL), 5-FEET WIDE	1,222	S.F.	\$ 12.00	\$ 14,664.00
8	REMOVAL - ROADBASE/SUBGRADE	136	S.Y.	\$ 7.50	\$ 1,020.00
9	ROADBASE CLASS 6	136	S.Y.	\$ 14.00	\$ 1,904.00
10	MISCELLANEOUS SIGNS	1	EA	\$ 2,000.00	\$ 2,000.00
11	BIKERACK	1	EA	\$ 500.00	\$ 500.00
	SUBTOTAL:				\$ 73,311.50
PEDESTRIAN IMPROVEMENTS					
	SUBTOTAL:				\$ 83,311.50
1	ENGINEER DESIGN, 12%	1	LS	\$ 9,000.00	\$ 9,000.00
2	CDOT ADMINISTRATION 12% (ASSUME TOWN WILL ADMINISTER)				
	SUBTOTAL:				\$ 9,000.00
	SUBTOTAL:				\$ 92,311.50
	20% CONTINGENCY				\$ 18,462.30
	TOTAL:				\$ 110,773.80



Job No.	#	Revision	Date	By:
Drawn by: CSG	1			
Date: 6/29/2021				
Approved: - PES: TAB				
File: Exhibit - Sidewalk Safety Project 210722 2				
Title:				
Exhibit				
Page No. 2	Of: 2			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
Preliminary Not For Construction

Creede Sidewalk Safety Project



317 E. Market Street, Suite 2
Meeker, CO 81641
970.878.5292 www.sgm-inc.com



Job No.	#	Revision	Date	By:
Drawn by: DJD	1			
Date: 7/22/2021				
Approved: - PES: DJD				
File: Exhibit - Sidewalk Safety Project 210722 2				
Title: Exhibit				
Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.				
Page No. 1	Of: 2	Project Milestone: Preliminary Not For Construction		

Creede Sidewalk Safety Project


 317 E. Market Street, Suite 2
 Meeker, CO 81641
 970.878.5292 www.sgm-inc.com

SAN LUIS VALLEY COUNCIL OF GOVERNMENTS 2021 ECONOMIC DEVELOPMENT GRANT APPLICATION

Funded by the San Luis Valley Council of Governments
in cooperation with the Colorado Department of Local Affairs
Energy and Mineral Impact Assistance Program

SLVCOG is soliciting proposals for economic development projects from its membership. A total of \$50,000 is available from Department of Local Affairs (DoLA) to fund 2021 economic development projects for SLVCOG members only.

This Grant Application Package contains the following:

- ◆ 2021 Economic Development Grant Guidelines—**Must Read, Changes Have Been Made**
- ◆ 2021 Economic Development Grant Application Form

Please send applications to the email address below. Grant funds will be awarded by the SLVCOG Executive Board. All decisions are final. Funding will be provided for projects that are approved by the DOLA Regional Manager, the SLVCOG provide proof of invoicing and payment for all project costs being **completed by December 31, 2021**. Therefore, this is a **reimbursement** grant program.

This means the project pays for 100% of the approved costs, then requests reimbursement not to exceed \$5,000.

Continued communication and reporting on the part of the Applicant is a requirement for grant term.

NO WORK on the project may begin prior to full SLVCOG board approval AND fully executed agreement between DOLA, the SLVCOG and Member Applicant.

Please submit completed applications to:

**San Luis Valley Council of Governments
C/O Tonya Owsley
PO Box 300
Alamosa, CO 81101
719-589-6099 (fax) 719-589-6299
towsley@slvdr.org**

If you have any questions regarding SLVCOG's Grant Program, please contact Tonya Owsley at: 719-589-6099 or at the email listed above.

2021 ECONOMIC DEVELOPMENT GRANT GUIDELINES

Eligibility:

- A. Grants are only awarded to municipalities or counties that are members in good standing of the San Luis Valley Council of Governments (SLVCOG)—current dues paid.
- B. Multiple applications per member jurisdiction will be considered for funding this year provided projects are benefitting multiple economic or community development outcomes. For example, a COG dues paying member may apply for a small capital improvement project with a budget up to \$10,000 (award amount \$5,000) **AND** a mini grant to assist with marketing, web development or the likes also with a budget of no more than \$10,000 and award of \$5,000. Hence, more than one project per entity may be applied for in 2021.
- C. ***After the grants have been awarded, any change in scope to a funded project must be submitted in writing to the SLVCOG Executive Board for approval and a new agreement will be signed.***
- D. All grants require a 1 to 1 cash match.
- E. Maximum grant reimbursement per request is \$5,000; project size limited to \$10,000.
- F. Grant funding will be paid on a **reimbursement** basis only.
- G. The SLVCOG board reserves the right to adapt these guidelines to serve the needs of communities and to make adjustments to the amount of available funding.
- H. Applications will be reviewed on a first-come, first-serve basis. In the circumstance that there are still funds available after June 30, 2021 applications will FIRST be sent out for vote for communities who have not yet applied for or received funds for the current year. Jurisdictions who have already received funds for current year and are applying for remaining funds will be wait-listed to accommodate first-time users.
- I. Acknowledgement of the San Luis Valley Council of Governments is appreciated on marketing materials, name plates, etc.

Use of Grant Funds:

- A. Eligible projects may begin once the SLVCOG and DOLA have fully executed their contract for 2021 AND the SLVCOG grants project approval with the same being fully executed in the form of a contract with the project. All work must be **completed, invoiced and paid for no later than December 31, 2021.**
- B. Funding will be awarded to projects that demonstrate contributions to **Economic Development** needs of the community including but not necessarily limited to:
 - i. Economic Development projects including façade improvements for the city or county, energy efficiency assessments and improvements, Main Street/Community assessments, and community mapping,

- ii. Small scale capital improvements projects—not vehicles or attachments of any kind
 - iii. Development of marketing/promotional resources such as a website for the municipality or county,
 - iv. Planning studies/analysis for municipality/county use,
 - v. Training or meeting facilitation for the city or county
- C. Grant funds **may not** be used to supplant regularly budgeted staff or project funds, to purchase rolling stock, office equipment, or normal operating expenses, etc.
- D. Documentation of cash expenditures must follow the Department of Local Affairs process including:
- i. If the project includes capital improvements, purchase of hard assets i.e. benches, or hiring a consultant, the project must have a competitive selection process; bidding must be open and competitive.
 - ii. Submit a final one-page report of the project accomplishments, receipts, and a copy of the completed project measurable results.
 - iii. Submit a copy of all invoices and expenses paid for contract services.
- E. Recipients of SLVCOG 2021 Economic Development Grant will sign a letter of agreement including these guidelines. This is a **REIMBURSEMENT GRANT. Each project is fully responsible for full payment of project after which** reimbursement will occur provided all required documentation (invoices and proof of payment for same) are provided to SLVCOG when project is complete.
- F. Detailed budget with explanation of how costs derived mandatory.
- G. Once approved for a project quarterly updates/communication with Grant Administrator (Tonya Owsley) is required.
- H. Work for the project **may not** begin until all documents are fully signed/dated by all parties or **the SLVCOG cannot reimburse for project expenditures.**
- I. It will be the SLVCOG's Executive Board discretion the following year to accept an application **or not** from any entity who violates these guidelines.

Time Line:

All funds must be expended and proof of payment for same by: December 31, 2021

SLVCOG 2021 ECONOMIC DEVELOPMENT GRANT APPLICATION

1. Jurisdiction: City of Creede
2. Name of Person Completing Application: Kathryn Ash
Mailing Address: P.O Box 457 Creede CO 81130
Phone Number: 719-658-2729 Email address: recreation@creedetownhall.com
3. Project Title: Warming Hut for Silver Ice Park
4. Name of Person Signing Project Agreement, Title & Email Address:
Louis Fineberg, City Manager, manager@creedetwonhall.com
5. Total Cost of Project: \$ 9983.78
Amount Requested: \$ 4,991.89
Cash Match: \$ 4,991.89

Please provide the following information. Use a separate attachment if necessary (two pages maximum):

- A. Briefly describe the project. Why is the project needed at this time? How does the implementation of this project address the need?

The Proposed Silver Ice Park Warming Hut Project would involve:

- *Adding a 10' x 20', prefabricated shed*
- *Outfitting this shed with a stove, stove pipe, and fire bricks*

We are requesting funds to add a warming hut at the Silver Ice Park for the following reasons:

- *The Silver Ice Park is an increasingly popular wintertime tourism draw for Creede. Adding a warming hut will better serve our winter time visitors interested in making use of the park.*
- *In recent years, the town has significantly increased recreation programs for its residents. Adding the warming hut will make it possible for the town's Parks and Rec department to offer additional recreation activities for Creede's permanent residents.*
- *Since upgrading the area lights at the Park, night (colder) skating has increased necessitating a warming hut.*

B. Explain why this project is important to your community and/or the SLVCOG Region. What measurable results do you expect? How and when will these results be measured?

The Silver Pick Park has become a center for wintertime activities that draw people from all over the San Luis Valley, winter tourists from beyond our region, and Creede locals. Important benefits of the Silver Ice Park Warming Hut Project will include:

- *Providing all Ice Park guests with a comfortable, pleasant gathering place.*
- *Making it possible for more people to stay at the Park longer.*
- *Increasing the likelihood of return visits by guests who first use the park.*
- *Making the Park more family friendly.*
- *Increasing the Park's "curb appeal" thereby improving the impression Creede makes on visitors to our community.*

We will be able to assess the projects impact by documenting increased:

- *Park usage*
- *Wintertime tourism.*
- *Positive comments from users regarding their Ice Park experience.*

C. What exactly will the funds be used for? How was budget determined, i.e. do you have price quotes for items being purchased, did you get more than one bid? Provide a budget for your project clearly listing both revenues and expenses in a table format such as the one provided.

Item	# of Items	Cost per item	Total Cost
The Shed Yard Prefab Shed 10 x 20	1	9,484.00	\$ 9,484.00
Certified Cast iron Wood burning Stove	1	407.95	\$ 407.95
Fire Bricks - Home Depot	1	31.89	\$ 31.89
Stove Pipe	3	19.98	\$ 59.94
		Total Cost	\$ 9,983.78

- D. In which of the categories listed under "Use of Grant Funds" above does your project fit best? (If applying for more than one project, each must utilize different categories/outcomes on separate forms.) Explain how your project fits the category chosen.

This project falls most closely into the category of Small-Scale Capital Improvements (Use of Grant Funds B.ii). We plan to upgrade our existing park facility to provide a more comfortable, enjoyable user experience. This facility upgrade capital project, if successful, will both increase quality of life for Creede residents and tourism-related economic activity in Creede.

- E. Assuming the project is funded, when will it begin and what is the timeframe for completion?

This project is scheduled to be completed by December 31, 2021.

**CITY OF CREEDE, COLORADO
ORDINANCE NO. 431**

**AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT FOR A LOAN FROM THE
COLORADO WATER RESOURCES AND POWER DEVELOPMENT
AUTHORITY TO FINANCE A PORTION OF THE SEWER REHABILITATION
PROJECT IN THE CITY OF CREEDE,**

WHEREAS, the City of Creede desires to rehabilitate a portion of the Town’s sewer system by replacing failing collection system pipe with a new collection system; and

WHEREAS, Colorado Water Resources and Power Development Authority makes funds available to local governmental agencies through their Water Pollution Control Revolving Fund to finance all or a portion of the cost of the Project of the Governmental agency; and

WHEREAS, Creede is willing to enter into an agreement with the Colorado Water Resources and Power Development Authority for a direct loan in the amount of \$1,000,000.00 from the WPCRF Disadvantaged Communities Program, for a term of 30 years, at an interest rate of 1.5%; and

WHEREAS, the Town’s repayment obligation under the Loan Agreement will be evidenced by governmental agency bond to be issued by the Town to the Authority, which Bond shall constitute a special revenue obligation of the Town which is generally payable from the income for the services furnished by the System, less reasonable and necessary current expenses of the Town of operating, maintaining and repairing the System and, after consideration, the Board has determined that the execution of the Loan Agreement and the issuance of the Bond to the Authority is to the best advantage of the Town; and

WHEREAS, voter approval in advance is not required under Article X, Section 20 of the Colorado Constitution for the execution of the Loan Agreement or the issuance of the Bond; and

WHEREAS, it is the intent of the Board of Trustees that it will adopt by ordinance the Loan Agreement and bond as may be required by law.

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the City of Creede, Colorado, that:

Section 1. The Mayor is hereby authorized to execute the Loan Agreement and Bond in substantially the forms provided to the Town and made available to the Board of Trustees with such changes as the Town attorney and bond counsel may determine to be necessary to carry out the purposes hereof and are not inconsistent herewith; provided that, in accordance with Title 11, Article 57, Part, Colorado revised Statutes, the Town Council hereby delegates to the Mayor the authority to approve the final terms of the Loan Agreement and the Bond, subject to the limitations herein, which approval shall be evidenced by the Mayor’s execution thereof. The principal amount of the loan shall not exceed \$1,000,000; the term of the loan shall not exceed 30 years; and interest on the loan shall accrue at a rate not exceeding 1.5% per annum. The accomplishment of the Project, as defined in the Loan Agreement, is hereby authorized, approved, and ordered.

Section 2. Authorized Officers. Jeffrey Larson, Mayor of the City of Creede, and Louis Fineberg, City Manager, are hereby authorized to act as the “Authorized Officers” under the Loan Agreement (as such term is therein defined), and to furnish their names to the Authority in accordance with the Loan Agreement.

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

Section 4. Emergency Declaration; Effective Date. The timing for the commencement of the project and having funds available necessitate that this Ordinance be effective immediately. Therefore, the Board hereby finds and determines that this Ordinance is necessary to the immediate preservation of public health and safety and shall be in full force and effect immediately upon passage by the Board.

**INTRODUCED, READ, PASSED, AND ADOPTED AS AN EMERGENCY ORDINANCE
THIS 3rd DAY OF August , 2021.**

ATTEST:

CITY OF CREEDE

By _____
Sarah Efthim-Williamson, City Clerk

By _____
Jeffrey Larson, Mayor