

REGULAR MEETING

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. EXECUTIVE SESSION
- 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. Minutes for August 1<sup>st</sup>, 2023 Regular Meeting;
- b. Minutes for the August 15<sup>th</sup>, 2023 Special Meeting

- IX. BOARD INFORMATION ITEMS

- a. Staff Reports;

- X. NEW BUSINESS

- a. Consideration and possible approval of an engagement letter with Wall, Smith and Bateman for financial audit services for the 2022 fiscal year;
- b. Consideration and possible approval of an engagement letter with Lyons Gaddis for legal services related to the flume easement;
- c. Consideration and possible approval of a “REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS FOR CITY HALL AND PUBLIC WORKS GARAGE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES”

- XI. OLD BUSINESS

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OPEN TO THE PUBLIC

POSTED 8/31/2023

XII. BOARD REPORTS

XIII. ADJOURN



Wall,  
Smith,  
Bateman Inc.

January 12, 2023

Dear Client,

For 48 years, Wall, Smith, Bateman Inc. has served the San Luis Valley and southern Colorado. During that time, we have met many wonderful people, and have developed strong relationships with many of our clients.

In recent years, we have seen the accounting profession come under immense pressure with continuous legislation and changes in accounting standards, as well as increasing client demand. At the same time, changes in demographics have impacted the availability of experienced accountants in the workforce. This gives rise to higher labor and technology costs along with increased operating costs due to recent inflation.

You have been a loyal and valuable client of our firm over the years, so we wanted to communicate that your estimated fee will be increasing for the audit of your December 31, 2022 financial statements and preparation of your 2022 tax returns, if applicable. The increase is necessary to maintain the level and quality of service that our firm will continue to provide to clients.

Thank you for your business and continued trust in us. Please contact us if you have any questions or concerns that need to be addressed.

Sincerely,

*Wall, Smith, Bateman Inc.*

Wall, Smith, Bateman Inc.  
Certified Public Accountants

Certified Public Accountants

3001 Adeock Circle • PO Box 809 Alamosa, CO 81101 | 719-589-3619 | f 719-589-5492 | [www.wsbea.com](http://www.wsbea.com)



Wall,  
Smith,  
Bateman Inc.

January 12, 2023

To the Honorable Mayor, City Council, and Management  
City of Creede, Colorado  
PO Box 457  
Creede, Colorado 81130

We are pleased to confirm our understanding of the services we are to provide the City of Creede, Colorado (the City) for the year ended December 31, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Combining Schedules of Nonmajor Governmental Funds
- 2) Budgetary Comparison Schedules
- 3) Local Highway Finance Report

**Certified Public Accountants**

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The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error: issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified management override of controls as a significant risk of material misstatement as part of our prior year audit planning. We have not concluded our audit planning for the year ended December 31, 2022, and modifications may be made. We plan to address the risk with the assignment of experienced audit staff, conducting procedures after year end, reviewing accounting estimates of possible bias, performing substantive procedures to significant transaction classes and account balances, and other procedures as considered appropriate in the circumstances.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also prepare the financial statements of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment,

reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information,

including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Wall, Smith Bateman Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State Grantor or Oversight Agencies or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wall, Smith Bateman Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Federal or State Grantor or Oversight Agencies or its designee. The Federal or State Grantor or Oversight Agencies or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$17,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor, City Council, and Management of the City of Creede, Colorado. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will



discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Wall, Smith, Bateman Inc.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of City of Creede, Colorado.

Management signature:  \_\_\_\_\_

Title: TOWN MANAGER \_\_\_\_\_

Date: 8.29.23 \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**LYONS GADDIS**  
ATTORNEYS & COUNSELORS

**Jeff Kahn**  
[jkahn@lyonsgaddis.com](mailto:jkahn@lyonsgaddis.com)  
O: 303-678-6504  
C: 303-588-2004

August 16, 2023

City of Creede, a Colorado Town  
Louis Fineberg, Town Manager  
Creede Town Hall  
2223 N. Main Street  
P.O. Box 457  
Creede, CO 81130

VIA EMAIL:  
[manager@creedetownhall.com](mailto:manager@creedetownhall.com)

*Re: Easement for New Hydro Project*

Thank you for selecting our firm to represent the City of Creede, a Colorado town ("the Town") in the above-referenced matter. Our firm's policy is to enter into a written agreement regarding fees and costs at the time we undertake representation of a new client. The scope of work is to provide advice regarding the use of an apparent prescriptive easement for a new hydro project through the Town, and complete any necessary diligence investigation regarding the easements. You can terminate this representation at any time. All outstanding charges are due upon termination.

I will be primarily responsible for handling this matter. Casey Weaver, another attorney at the firm may also work on this project doing research. Scott Sinclair, as paralegal will also assist me, primarily doing investigation into records. Other attorneys in our firm as well as our law clerks, paralegals and legal assistants may assist us from time to time. This division of responsibility enables us to render a work product for you in an efficient manner and at a reasonable cost. Our services will be charged to you at the following rates: my rate is \$325 per hour, Casey Weavers rate is \$200 per hour, and Scott's rate is \$145 per hour. Other shareholders and associate attorneys' rates range from \$210 to \$365 per hour; and law clerks' and paralegals' rates range from \$130 to \$145 per hour. We may adjust rates on an annual basis in January of each year.

We will transmit detailed statements to you following the end of each month via e-mail. Please advise if anyone else besides yourself should receive the statements. Payment is due within 30 days of the statement date. In addition to fees for legal services, we will bill you monthly for any out-of-pocket expenses that we incur in connection with our representation of you, including travel expenses, delivery fees, and fees for computerized legal research, if needed.

Our fees and expenses are not contingent on the outcome of any particular matter assigned to us and our statements are due upon receipt. We reserve the right to charge a late charge of 1.5% per month on any statement that is unpaid within 30 days from the statement date. By charging a late charge, we are not agreeing to extend credit or agreeing that our statements do not need to be paid upon receipt. All payments received on past due accounts will be credited first to late charges and then to unpaid past due amounts. As a condition to our undertaking your

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LYONS GADDIS, P.C.

Longmont | Louisville | Littleton | Glenwood Springs

303 776 9900 | [www.lyonsgaddis.com](http://www.lyonsgaddis.com)

City of Creede, a Colorado Town  
Page 2

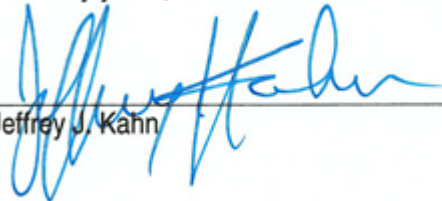
representation, you agree that if our statements become delinquent, we may discontinue our legal services upon advising you that we desire to do so.

We want you to review our statements carefully and to call us if you have any questions or concerns about them. There is never a charge for discussing such questions.

Please notify us of any change to your telephone number, mail address, or e-mail address so that we may contact you. We may destroy any documents or other data ("data") obtained by or provided to us during this representation, 60 days after we notify you that this matter is concluded, unless we are informed that litigation is pending or anticipated on this matter. We will provide to you at your written request any data obtained by us during the course of this representation if we receive that request before that 60 days expires. It is your responsibility to pay the cost of transmitting the data. You agree that we have the right to retain copies of that data, but we are not required to do so.

Please print one copy of this letter, sign it and return it to me via e-mail or U.S. mail. We look forward to working with you. If you have any questions regarding the fee agreement described in this letter, please call me or e-mail me so that I can answer those questions.

Sincerely yours,

  
\_\_\_\_\_  
Jeffrey J. Kahn

**ACCEPTED: City of Creede, a Colorado Town**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

cc. Rick Samson

CITY OF CREEDE, COLORADO



REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS FOR  
CITY HALL AND PUBLIC WORKS GARAGE ARCHITECTURAL AND  
ENGINEERING DESIGN SERVICES

- I. INTRODUCTION
- II. BACKGROUND
- III. BID RECIPIENT
- IV. BIDDER'S ACKNOWLEDGEMENT
- V. BIDDER'S CERTIFICATION
- VI. SCOPE OF WORK
- VII. CONTENTS OF PROPOSAL
- VIII. TIME OF COMPLETION AND PRELIMINARY SCHEDULE
- IX. SELECTION CRITERIA
- X. REQUESTS FOR CLARIFICATION
- XI. TERMS AND CONDITIONS

## **I. INTRODUCTION**

The City of Creede, Colorado (the City) is requesting statements of qualifications and proposals from qualified architectural and engineering (A/E) firms to provide engineering and design services for a new City Hall and Public Works Garage (the Project).

Submitted proposals should include all of the requirements listed within this Request for Proposals (RFP). Bidders are encouraged to submit proposals within the scope of their expertise. All services are to be performed by persons appropriately licensed and registered under Colorado state law governing the practice of architecture and engineering.

This portion of the project is being partially funded with a Department of Local Affairs (DOLA) grant of \$277,500. The maximum amount budgeted for architectural and engineering services for this project is \$555,000.

The project deliverables are outlined in this RFP and shall include full construction documents and cost estimates for a new City Hall and Public Works Garage for the City of Creede, Colorado. The deliverables should be sufficient to allow the City to apply for construction grants and bid the project for construction.

## **II. BACKGROUND**

In 2022, the City received a University Technical Assistance Grant (UTAG) from DOLA which allowed the City to collaborate with the University of Colorado Denver School of Architecture and Design on developing some preliminary conceptual designs for a new city hall and public works garage. The product of this collaboration is attached as Exhibit A - Creede Town Hall and Public Works Final Report. After working through the various conceptual designs with the Board of Trustees, the design team finalized a design concept that is both aesthetically appealing and functional. The City now seeks a qualified design firm to further development of this concept and prepare all of the documentation necessary for the City to seek construction grants and to bid the construction portion of the project.

### III. BID RECIPIENT

Submittals will be accepted no later than **4:00PM (local time), October 14<sup>th</sup>, 2023**, to:

CITY OF CREEDE  
ATTN: LOUIS FINEBERG, CITY MANAGER  
2223 N MAIN STREET  
P.O. BOX 457  
CREEDE, CO 81130  
(or)  
[MANAGER@CREEDETOWNHALL.COM](mailto:MANAGER@CREEDETOWNHALL.COM)  
719-658-2276 X 1

The bidder proposes and agrees that if the bid is accepted to enter into an agreement with City to perform all work as specified or indicated in the bidding documents for the prices and within the times indicated in said documents and in accordance with the other terms and conditions as outlined in this RFP. For additional details or to answer applicable questions, please contact City Manager Louis Fineberg at (719) 658-2276 x 1.

### IV. BIDDER'S ACKNOWLEDGEMENT

The bidder accepts all of the terms and conditions outlined in this RFP. All bids will remain subject to acceptance for 60 days after the bid opening, or for such longer period of time that the bidder may agree to in writing upon request of the City.

### V. BIDDER'S CERTIFICATION

The bidder certifies that:

- A. The bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid;
- C. The bidder has not solicited or induced any individual or entity to refrain from bidding;

### VI. SCOPE OF WORK

The purpose of this RFP is to procure a professional services agreement with an A/E firm to provide architectural and engineering services necessary to complete development of detailed construction documents and cost estimates for a new city hall and public works garage that meets the needs of the city and community. The scope of work includes but is not limited to the following phases or suitable alternatives as may be proposed:

- A. **Conceptual Design:** This phase will consist of the A/E team assisting the City in further developing the concept selected in Exhibit A and shall include a basic site plan, building footprint and floor plan, exterior design and architectural renderings. The conceptual

design shall be presented to the Board of Trustees at a public meeting. Upon approval of the conceptual design by the Board of Trustees, the project will move to preliminary design.

- B. **Preliminary Design:** This phase will advance the concept design as approved by the Board of Trustees. Preliminary design documents shall be prepared with an opinion of probable cost of construction. Preliminary design shall also consist of a more detailed site plan and architectural design concept. The A/E team shall prepare and present 30% schematic drawings as well as elevations and other renderings as necessary to adequately convey the scope and design intent of the project for review by all parties. The schematic design plan will be presented to the Board of Trustees at a public meeting for final approval before proceeding to the final design.
- C. **Final Design:** This phase will advance the development of the 30% plans produced by the A/E team in the preliminary design phase and shall consist of the development of detailed technical drawings and specifications as well refined probably cost estimates and other technical documents which will allow the City to apply for construction grants and to put the project out to bid. Specifically, this phase shall include architectural, structural, civil, acoustical, mechanical, and electrical systems components and shall identify all component materials, interior layout, exterior landscaping, parking and any other elements as may be appropriate to accurately reflect the complete project. The A/E team will present the final design to the Board of Trustees at a public meeting with detailed drawings, elevations and renderings. The Board of Trustees shall approve the final design before proceeding to the construction document preparation.
- D. **Construction Documents:** This phase will consist of the preparation of detailed construction drawings and specifications setting forth in detail the requirements for the construction of the project. These shall include a complete set of architectural, civil, site development, structural, mechanical and electrical drawings and specifications. A/E will assist in preparation of a written report summarizing the opinion of construction costs including any potential add alternates through the completion of this phase of the work. This phase should yield the final deliverables in the form of a complete set of technical documents that will allow the City to apply for construction grants and to put the project out to bid.

## VII. OTHER PROVISIONS

- A. The City is seeking an A/E project team that will be committed to a collaborative, transparent design process and that is willing to incorporate City and community input into the final design. The A/E team shall be prepared to coordinate with City staff and the Board of Trustees on a regular basis as well as attend occasional Board meetings as necessary to provide updates on project progress.
- B. The consultant shall provide optional costs estimates for construction bidding advertisement, review, and award (bidding process), construction management services and reporting.
- C. The A/E team shall be qualified and capable of providing the following areas of expertise (at a minimum) either with in-house professionals or sub-consultants as specified:

- a. Civil Engineering
  - b. Structural Engineering
  - c. Mechanical, Electrical and Plumbing (MEP) Engineering
  - d. Landscape Architecture
  - e. Interior Design, including Furniture, Fixtures, and Equipment (FF&E)
  - f. Lighting Design
  - g. Acoustical Engineering
  - h. Fire Protection Design
  - i. IT and low voltage infrastructure design
- D. The following professional services are required for the project:
- a. Cost estimating (total project, sub-projects, and contingency);
  - b. Development of a full set of construction documents and specifications;
  - c. Service as the City's design project manager and liaison to all other required design professionals;
- E. Bidders should be prepared to commence with work as defined by this RFP no later than November 2023.
- F. Bidders should be prepared to work with the City as required to submit all necessary documentation associated with grant reporting to DOLA.

### VIII. CONTENTS OF PROPOSAL

The bidders interested in this project shall submit one (1) PDF copy. The proposal package shall be limited to no more than thirty (30) pages and shall include, but not be limited to, the following:

1. The name, address, and daytime telephone number for the individual authorized to enter into a professional services agreement with the City.
2. The names and addresses of all members of the project design team including the project manager.
3. Statement of qualifications that include licensure information for each project design team member as well as relevant experience and similarly completed projects.
4. References that can attest to the ability of the project design team to successfully complete the project as outlined in this RFP. Please provide three references at a minimum.
5. Pursuant to the described scope of work and available budget outline above, a description of the approach of the project design team in completing this project;
6. Names, addresses, and descriptions of key subcontractors which your firm would employ and a description of their relevant experience and past performance.
7. A detailed schedule for the work to be performed, including the range of start dates to which your firm is prepared to commit and anticipated completion dates by phase. This schedule should work within the timeframes outlined within this RFP. Any conflict in the two should be explained.
8. A rate schedule for all members of the design team along with projected hours for each member and other anticipated costs such as travel and lodging. **Please put**



**the not to exceed fee documentation in a separate sealed envelope and include it with your proposal. Mark the envelope “FEE”.**

9. Proof of Insurance. Aggregate limit of \$2,000,000 and Each Occurrence of \$1,000,000.

**IX. TIME OF COMPLETION AND PRELIMINARY SCHEDULE**

A. Preliminary Project Schedule is as follows:

September 14 <sup>th</sup> , 2023:	Publication of RFP Notice
October 13 <sup>th</sup> , 2023:	Proposals Due by 2:00PM
November 7 <sup>th</sup> , 2023:	Project Presentations to the Board of Trustees / Design Team Selection
November 21st, 2024	Professional Services Agreement Approved
April/May 2024:	Final Plans Completed

**X. SELECTION CRITERIA**

The following topics will be considered in the Qualifications Based selection of a partner:

<u>CRITERIA</u>	<u>POINTS POSSIBLE</u>
1. Capability to perform all aspects of project.	25
2. Qualifications and expertise of key personnel assigned to the project and their proven ability to work on similar projects.	25
3. Success of previously completed projects	20
4. Degree to which the response accomplishes the project’s goals.	15
5. Familiarity with the project location.	10
6. Ability to meet schedules within budget.	5
<hr/>	
TOTAL POSSIBLE POINTS	100

**XI. REQUESTS FOR CLARIFICATION**

Any requests for clarification of additional information deemed necessary by any respondent to present a proposal shall be submitted in writing, via postal service or email, to Louis Fineberg, City Manager referencing this request.

Written requests must be received a minimum of five (5) calendar days prior to the submission deadline. Any requests received after this deadline will not be considered. All requests received prior to the deadline will be responded to by the City Manager in the form of an addendum addressed to all prospective respondents.

Direct contact with City elected officials or City staff (with the exception of the City Manager) during the selection process, except when and in the manner expressly authorized by the Request for Proposal documents, is strictly prohibited and may render the submittal as non-compliant. Violation of this requirement is grounds for disqualification from the process.

**XII. TERMS AND CONDITIONS**

1. Bidders are expected to examine exhibits, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in this RFP.
3. The project will be awarded to the responsible bidder whose submittal, conforming to this RFP, will be most advantageous to the City of Creede, price and other factors considered.
4. Any interpretation, correction or change of the RFP documents will be made by an addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and the bidder shall not rely upon such interpretations, corrections and changes. The City's representative will not be responsible for oral clarification.
5. All submittals must be received at the address and by the date and time specified herein.
6. Any submittal received after the identified date and time will be returned unopened.
7. Following the selection process, the proposal for the selected bidder shall be made available for public review, except for any items that the bidder has requested, in writing, to remain confidential under applicable law.
8. The City of Creede reserves the right to withdraw the entire project or any project component from award consideration if it is in the best interest of the City to do so.
9. The City of Creede reserves the right to reject any or all proposals, to waive any informalities or irregularities therein, and to negotiate other terms in the proposals.

# Clerk's Office Staff Report

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## Liquor Licensing/Events/Permits

### Liquor License:

The Clerk's Office received and processed three renewals. While helping guide a new owner in transferring the liquor license for their business.

### Events:

The Clerk's Office received and reviewed Parade Permits, Special Event Permits and Park Permits for upcoming weddings.

The Clerk's office has established good communication with the Events Committee and is excited to move forward with our 1<sup>st</sup> meeting on September 7<sup>th</sup>, 2023.

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## CORA Requests

The Clerk's Office has not received any CORA requests.

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## Utilities

The Deputy Clerk set up new accounts for billing.

Deputy Clerk is learning the old system as well as the new system that was purchased. She has done training with an Asyst representative and is on to the next step of execution with this program.

The Deputy Clerk has inputted all our current customers into the new Asyst Program that we are moving forward in using. She will be shadowing the old system with the new system for a few months to make sure that all the accounts are working properly before we remove our old ABS system completely.

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## Financials

### Payroll:

The Clerk's Office processed payroll for regular staff on August 18<sup>th</sup> & September 1<sup>st</sup>, 2023. The board payroll on August 15<sup>th</sup>, and monthly Parks & Rec part-time staff on August 31<sup>st</sup>, 2023.

## Financial Reports:

The Clerk's Office worked with the Town Manager to print budget reports and check detail reports for General Fund and Water & Sewer Fund. We are now working with our accountant to manage some areas. We are moving forward in a positive direction every day.

## Accounts Payable:

Invoices were paid on August 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup> and 31<sup>st</sup>.

## Accounts Receivable:

Utility bills were created and mailed at the beginning of the month.

Payments were collected, processed, and deposited.

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# Projects

## Clerk's Office Organization:

Clerk and Deputy Clerk continue to rearrange office for better flow, organization, and aesthetic.

## Record Retention:

The Deputy Clerk is working on clearing documents as it is in line with the state record retention policy.

## 2022 Audit:

Audit got an extension, and our accountant is submitting paperwork with the state as needed.

The Clerk is working on obtaining the requested paperwork from our accountant.

We are moving forward with the audit smoothly and on time with our extension.

## Town Website:

The Clerk continues to update the town website to reflect new projects/news, agendas, minutes, etc.

The Clerk has been working with the county representative in moving forward on a project (Voyent Alert) that we are doing as a town, together. Excited to establish relationships where they are needed.

## Extras:

We attended a Voyent Alert training via Zoom on September 30<sup>th</sup>, 2023. It is a project that our Sheriffs Office, County Employees, and City Staff find very important.

**Creede Parks and Recreation Director's Report**  
**Kathryn Ash**  
**August 31, 2023**

**Gym Programs**

- Yoga
- Chair Yoga
- Spin
- Tots Gym
- Archery Open Gym
- Basketball Open Gym
- Pickleball

**Kids Activities**

- After School Activities
- Friday Fun Days

**Teen GOCO Activities**

- Teen Night
- Teen Leadership Program

**GOCO Gen Wild**

We have received the second half of our Generation Wild money. This money will be allocated to our Family Nights, After School Activities, Teen Activities, Fall Field Trips, Gear Library, and ski trips.

**Friday Fun Days**

With our amazing new AMERICORP members, we have started doing Friday Fun Days for the kids. This past week we attended the CRT traveling tour's play, were treated to pizza, and then spent the afternoon playing laser tag at the gym. All covered by the GOCO grant!

**COG Lighting Project**

I have applied for reimbursement from COG for our lighting project and am waiting to hear back from them.

**Teen Programming**

We are excited about our upcoming year providing programming for the Creede Teens. This year we will be creating a teen leadership group that will play a very large part in planning the activities.

**Line Painting**

Scott took the lead on getting the parking lot painted professionally and it looks amazing!

Baby Cooper is set to make his appearance any day now, so this may be the last you hear from me for a while. Wish us luck!!!

**PUBLIC WORKS DEPARTMENT  
STAFF REPORT  
September 2023**

**Streets:**

- Replaced the stop sign post at La Garita/E. 7<sup>th</sup> St. intersection (near Down Stream Gas & Mercantile)
- Cut tree branches on S. Main for better sight distance of the stop sign at the Main/W. 7<sup>th</sup> Street intersection
- Graded the parking lot at Hargrave's Park (added road base material as needed)
- Put up traffic control barricades along Loma & Gnome Hill Rd for the Creede VFD due to the house fire on Gnome Hill Rd
- Painted curb yellow at the no parking area from the driveway entrance (Creede Bakery and Doug's Barbecue) down to HWY 149 (E. 7<sup>th</sup> St) intersection as requested by the sheriff
- Restacked the micro-hydro pipe for safety reasons
- Checked for fallen tree branches, etc. after high winds, removed as necessary, and straightened street signs and/or posts as needed-
- The Mineral County Road & Bridge Department utilized their water truck to spray down Capital, Aspen, and Silver during the very dry, windy days in August as needed
- Street sweeping continued throughout the city every Friday morning

**Water System:**

- Utilized the County Road & Bridge air compressor to blow out debris from in the curb shutoff valve at 1201 Gnome Hill Rd, will need to repair upon completion of the fire investigation
- Replaced a sprinkler head on the southeast corner of the war memorial at Basham Park
- Replacement for the fire hydrant on E.6<sup>th</sup> Street at La Garita Ave was delivered and a training for the install/repair scheduled for the first week in August. Installation is scheduled for September 19th
- Turned water off as requested at 601 La Garita and 1201 Gnome Hill Rd
- Responded/marked CO 1 Calls when received
- Performed water meter readings at the required locations in the City
- Performed water sampling as required by CDPHE throughout the Water System
- Replaced a 55-gallon drum of Sodium Hypochlorite at the WTP
- Continued to work with ORC Fred Hand on the requirements set forth by the CDPHE and meeting those requirements on a timely basis

**Wastewater System:**

- Repaired the man door and sealed 2 holes at the Effluent Building at the WWTF
- Weaver's Level Best utilized their sewer camera to locate the next position for the next set of new 3" cleanouts and viewport on the main sewer line to N. Creede
- Replaced the 2" Saunders Aerator bonnet assembly and diaphragm at Cell #1, on the aerator valve #1 at the WWTF
- Removed some of the duckweed present in Lagoon Cell #3 and in the contact chamber



**PUBLIC WORKS DEPARTMENT  
STAFF REPORT  
September 2023**

- Checked MHAG-4-1 (CRT amphitheater area) and found no main sewer backup, CRT gray apartment had sewer issue
- Submitted the monthly WWTP update to the CDPHE as now required by NOV/CDO letter
- Continued to take Zinc & Cadmium wastewater samples at (4) manhole locations throughout the City for comparison to previous readings prior to the Phase 1 Sewer Upgrade project.
- Performed weekly wastewater sample studies at the WWTP as required by the CDPHE
- Responded/marked CO 1 Calls when received
- Continued to meet with ORC (Operator Responsibly in Charge) Water/Waste Water Operator Fred Hand to discuss general functions and operations of the Water and Wastewater treatment systems, verifying that all samples are being submitted in a timely and correct manner. The City is in the process of hiring a new Wastewater ORC as Fred's license was not renewed upon his expiration date. A new ORC is being sought after and this position is tentatively scheduled to be filled in September. (Fred will continue to be the ORC for the Water System and help with the WWTF as needed)
- Continued to manually perform daily flow, temp. and Ph readings, as well as with the SCADA system, as required by the CDPHE
- Continued the application of the BioScrubber PBII to the Northern most section of the WW system, and at the lagoons in order to aid in reducing any buildup of grease, fats, and oils, and to help reduce the Total Ammonia levels

**Water & Wastewater Projects:**

- 1) GMS Engineering advertised the Phase 3 sewer upgrade project again. The bid from RMS Utilities was accepted, with the project time line being extended into the spring of 2024. (To be completed by 5/31/24)

**Storm Water:**

- Reestablished ditch lines on Silver and Gnome Hill with the grader
- Checked inlets and outlets of culvert pipes after storm events and cleaned as needed

**Equipment/Assets:**

- Installed a new battery on the zero-turn lawn mower
- Repaired the main broom mounting bracket on the street sweeper
- Greased the backhoe and wheel loader as needed

**Parks & Buildings:**

- Cleaned and barricaded off the parking lot at the Rec Center for line and arrow painting to be completed by Cleaning Solutions, Inc.
- Repaired/straightened the gutter system on the kitchen roof at the Rec Center
- Aided the Mineral County Nauseous Weed Dept. by providing the use of the City's lawnmower and weed trimmer for around the County Health building

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- Sanded, painted, and hung the “CREEDE” letters, donated by Treva, for the Town Hall conference room wall
- Repaired and remounted 2 light posts at Hargrave’s Park due to vandalism (being knocked over/off their mounts). The 3rd lamp post will need to be evaluated to see if it can be repaired due to the amount of breakage on the mounting bracket and damage to the post itself
- Sealed the exterior wall in the Parks & Rec storage room area of the Hargrave’s Park restroom building
- Utilized the grader and wheel loader to widen, lower, and establish a finished level grade on the south hockey pond, as requested by the Parks & Rec, and Ken Fisher of the Hockey Tournament event group
- Repaired the small fencing (chicken wire) in the dugouts at the baseball field due to vandalism
- Moved the Townhall parking lot entrance to the Loma Ave (West) side due to people not being able to read “No Turn Around” and “City Hall Customers Only” signs that are on the Main Street side/previous entrance location
- Cut grass as needed at all park facilities, townhall, and around the PW garage. “Dragging” of the infield of the baseball field at Hargrave’s Park was performed as needed as well
- Continued to clean Basham Park, Hargrave’s, and the REC Center restroom facilities

**Projects/Upcoming Projects:**

1. Louis and Scott continue to meet with Rentricity via zoom meetings on the Micro-Hydro Project. This project’s construction start date has not been officially established at this time, but it is moving forward presently. More info to come....
2. GMS has continued to work with Scott, Louis, and CDOT on the Main Street sidewalk safety project (crosswalks and sidewalk ramp upgrades from approximately 3<sup>rd</sup> Street up to N. 1<sup>st</sup> Street), and CDOT’s “Revitalizing Main Streets” grant. Efforts made to combine these 2 projects were successful and this project is scheduled to begin possibly in 2024. (Sewer upgrades (Phases 3&4) will need to start in early April of 2024 in order for completion prior to the Main Street project starting)
3. The New Public Works Complex/Town Hall Building project- Louis has successfully applied for grant funding for the design work, and this project is now moving toward advertising for RFP’s (Request for Proposals) on the construction drawings portion of the project. Receipt and acceptance of the proposals is tentatively scheduled for November of 2023. Potential for the PW Complex to be at the City-owned property, where MDS is presently located, is up in the air at this particular moment. (The Board was to work with Rick Samson on the status of this property and/or updating an agreement with this company. - I do not have an update on the status of the agreement)

**PUBLIC WORKS DEPARTMENT  
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4. The New Entrance to Rec Center- final design drawings have been completed and approved by the BOT's at the May meeting. Funding acquisition/verification for the construction drawings have been arranged and hopefully this project can move into the construction phase soon thereafter.
5. Loma Ave Stormwater Project- Scott presented storm pipe locations to GMS Engineering in order for them to start the process of properly sizing the storm culvert pipe and inlets that will be installed in the ditch line on the West Side of Loma Ave from W. 5<sup>th</sup> Street down to HWY 149. This will allow for more public parking and possible access for future affordable housing units
6. Phase 3 Sewer Upgrade Project: The bid for this project was awarded to RMS Utilities at the August BOT meeting. The potholing portion of the project is scheduled to be completed in September/October at the latest, with the remainder of the work to be finished in 2024 (by May 31<sup>st</sup>)

**Special Events:**

- Traffic control barricades were provided for the "Snow Shoe Shuffle" and "PRIDE Parade" events
- Cones and a traffic control barricade were taken down to Hargrave's Park for the "Headwaters Music Festival"
- Cones were provided for the "100 Mile Run" event
- Traffic control barricades were provided for the Sheriff's Dept. for a funeral procession from the Creede Baptist Church over to Loma Ave, via 5<sup>th</sup> Street

**Training/Education:**

- Representatives from AVK performed training on their fire hydrant system with Scott and Dave

**Other:**

- James Hansen resigned from the Full Time Laborer/Operator position. Applications are being accepted and candidates will be interviewed with a tentative hire date to be the first week of September