

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. Approval of October 3<sup>rd</sup>, 2023 Regular Meeting Minutes, October 17<sup>th</sup>, 2023 Special Meeting Minutes, October 26<sup>th</sup>, 2023 Special Meeting Minutes, November 7<sup>th</sup>, 2023 Regular Meeting Minutes, November 21<sup>st</sup>, 2023 Special Meeting Minutes;
- b. Special Event Permit for the Elks New Years Eve Dance on 12/31/2023;
- c. Gym Event Permit Application for Silver Threads Quilt Guild on Wednesday September 17<sup>th</sup>, 2024 – Sunday September 21<sup>st</sup>, 2024;
- d. Special Event Permit and Park Rental Permit on behalf of Tommyknocker Tavern and Kip's Grill for Creede Athletics concerning the Hockey Tournament;

- IX. BOARD INFORMATION ITEMS

- a. Staff Reports;
- b. Check Detail Reports for November 2023;
- c. Sales Tax Revenue Comparison Report;
- d. Budget to Actual Reports through the end of November 2023
  - i. General Fund
  - ii. Water / Sewer Fund
  - iii. Capital Improvement Fund
  - iv. Virginia Christensen Fund

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**OPEN TO THE PUBLIC**

POSTED 12/7/2023

v. Conservation Trust Fund

X. NEW BUSINESS

- a. Consideration and possible approval of City of Creede, CO Resolution No. 2023-31, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE CITY OF CREEDE, CO APPROVING A MINOR SUBDIVISION REQUEST FROM BRANDON ROMERO TO COMBINE A 7331 SF PARCEL AND AN ADJACENT 35,632 SF PARCEL INTO A SINGLE 42,963 SF PARCEL AND TO SUBDIVIDE THE 42,963 SF PARCEL INTO THREE SEPARATE 14,321 SF PARCELS”;
- b. Consideration and possible approval of City of Creede, CO Resolution No. 2023-32, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO TO ADOPT AND APPROPRIATE THE 2024 CITY OF CREEDE ANNUAL BUDGET”;
- c. Consideration and possible approval of City of Creede, CO Resolution No. 2023-33, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO SETTING THE ANNUAL DESIGNATIONS AND FEE SCHEDULES FOR THE 2024 CALENDAR YEAR;
- d. Consideration and possible approval of City of Creede, CO Ordinance No. 447, “AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING SECTION 9-1-100 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO WITH A NEW PARAGRAPH (f)”;
- e. Consideration and possible approval of City of Creede, CO Ordinance No. 448, “AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING SECTION 13-6-140 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO”
- f. Consideration and possible approval of City of Creede, CO Ordinance No. 449, “AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING SECTION 1-3-70 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO”
- g. Consideration and possible approval of a professional service agreement between the City of Creede, Co and Meyer and Sams, Inc. dba GMS, Inc., Consulting Engineers for design services related to the CDOT Revitalizing Main Street project;
- h. Consideration and possible approval of a water supply lease agreement between the City of Creede, Co and the Rio Grande Water Conservation District;
- i. Consideration and possible approval of a commercial lease agreement between the City of Creede, Co and Muley’s Disposal Service, Inc. pertaining to the property located at 1404 S. Rio Grande Ave.;
- j. Consideration and possible approval of a commercial lease agreement between the City of Creede, Co and Tomkins Hardware and Lumber pertaining to the former railroad right-of-way proximate to Loma Ave.;
- k. Consideration and possible approval of a request for proposals pertaining to the construction of a covered entrance to the Virginia Christensen Recreation Center;

XI. OLD BUSINESS

XII. BOARD REPORTS

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OPEN TO THE PUBLIC

POSTED 12/7/2023

XIII. ADJOURN

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OPEN TO THE PUBLIC  
POSTED 12/7/2023

**BOARD OF TRUSTEES  
CITY OF CREEDE, A TOWN OF COLORADO  
October 3rd, 2023**

REGULAR 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 5:37 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 Castleberry  
Trustee Hannah were present.

Mayor Larson presiding declared a quorum present.  
Those members of staff also present were as follows:

Louis Fineberg, City Manager  
Josie Beilenberg, Clerk  
Treva Crenshaw, Deputy Clerk

APPROVAL OF AGENDA

Trustee Dooley motion approval of agenda  
Trustee Castleberry second  
Motion carried unanimously.

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 settlement agreement with Kip’s Grill, LLC;
- b. § 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 land ownership of the Willow Creek Flume;

Trustee Castleberry motioned approval of Executive Session Items  
Trustee Brink seconded  
Vote carried unanimously

Board voted to go into executive session to consult with attorney. Executive Session began 5:37 PM and ended at 6:36 PM.

No objections

Regular Meeting continued 6:38 PM

## PUBLIC COMMENT

Public comment:

## PRESENTATIONS

## CONSENT AGENDA

- a. Park Rental with Alcohol Beverage Festival Permit for November 25th, December 9th, December 16th, 2023;
- b. Retail Establishment Permit Initial Application for Liss Olive Oil & Jewelry, Inc. on November 24<sup>th</sup>, November 25<sup>th</sup>, December 9<sup>th</sup>, December 16<sup>th</sup> of 2023 and February 10<sup>th</sup>, February 14<sup>th</sup>, May 28<sup>th</sup>, June 8<sup>th</sup>, June 16<sup>th</sup>, June 26<sup>th</sup>, July 5<sup>th</sup>, July 11<sup>th</sup>, July 25<sup>th</sup>, August 3<sup>rd</sup>, August 24<sup>th</sup>, August 31<sup>st</sup>, September 21<sup>st</sup> of 2024 to have tastings within their establishment;

Trustee Dooley motion approval Consent Agenda item a. (Festival Permit) and Consent Agenda item b. (Retail Establishment Permit Initial Application)

Trustee Hannah second approval  
Motion carried unanimously.

## BOARD INFORMATION ITEMS

- a. Staff Reports;
- c. Check Detail Reports for August 2023;
- d. Budget to Actual Reports for GF and WS through August 2023;

No questions. Just a thank you for presentation.

## NEW BUSINESS

- a. Consideration of letters of interest for the Short Term Rental Advisory Board and possible selection of Board member;

Decision to discuss in the next work session. Slight discussion for preparation for work session. Board will research the letters and consider their opinions. Dates and time lines were talked about, specifically regarding the election and a possible ballot question.

OLD BUSINESS

BOARD REPORTS

ADJOURN

There being no further business to come before the Board,

Trustee Brink motion to adjourn.

Trustee Dooley second.

Motion carried unanimously.

Mayor Larson declared adjourned at 6:54 PM the motion carried.

Respectfully submitted:

/Treva Crenshaw /

Treva Crenshaw- Deputy Clerk

**BOARD OF TRUSTEES  
CITY OF CREEDE, A TOWN OF COLORADO  
OCTOBER 17TH, 2023**

**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 5:33 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 Castleberry  
Trustee Hannah were present.

Mayor Larson presiding declared a quorum present.

Those members of staff also present were as follows:

Louis Fineberg, City Manager  
Josie Beilenberg, Clerk  
Treva Crenshaw, Deputy Clerk

**APPROVAL OF AGENDA**

Trustee Dooley motion approval of agenda  
Trustee Castleberry second  
Motion carried unanimously.

**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 proposed lease agreement with MDS Waste and Recycle, Inc., for the property located at 1404 Rio Grande Ave. ;

Trustee Castleberry motioned to move to Executive Session  
Trustee Dooley seconded.  
Vote carried unanimously.

The board voted to go into executive session to consult with the attorney. Executive Session began 5:35 PM and ended at 5:58 PM.

No objections

Regular Meeting continued 6:01 PM

## PUBLIC COMMENT

No Public comment

## PRESENTATIONS

## CONSENT AGENDA

- a. Private Event Permit for Trunk or Treat event located in the parking lot of the VC Recreation Center on 10/28/23;
- b. Private Event Permit for the Student Council Yard Sale in the parking lot of the VC Recreation Center on 10/28/23;

Trustee Brink motion approval of consent agenda (a & b)

Trustee Dooley second

Motion carried unanimously.

## BOARD INFORMATION ITEMS

## NEW BUSINESS

- c. Consideration and possible approval of CITY OF CREEDE, COLORADO RESOLUTION 2023-29, "A RESOLUTION OF THE CITY OF CREEDE, COLORADO, APPROPRIATING A SURFACE WATER RIGHT FOR HYDROPOWER GENERATION PURPOSES";

Trustee Dooley motion approval of resolution 2023-29

Trustee Hannah second

Motion carried unanimously.

- d. Consideration and possible selection of members for the Short-Term Rental Advisory Committee;

The board brought their choices to tally.

There being multiple ties there will be another vote for those.

Major flipped coin for tie in between board members.

Results:

Wyatt and Lori

Mary Beth

Ann Pizel

Linda Walker

Billy Fairchild

Jenna Yund

## OLD BUSINESS

## BOARD REPORTS



ADJOURN

There being no further business to come before the Board,  
Trustee Brink motion to adjourn.  
Trustee Dooley second.  
Motion carried unanimously.  
Mayor Larson declared adjourned at 6:43 PM the motion carried.

Respectfully submitted:

/Treva Crenshaw /

Treva Crenshaw- Deputy Clerk

DRAFT

**BOARD OF TRUSTEES  
CITY OF CREEDE, A TOWN OF COLORADO  
October 26th, 2023**

**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 5:38 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 Castleberry were present Via Zoom.  
Trustee Hannah was not present

Mayor Larson presiding declared a quorum present.  
Those members of staff also present were as follows:

Louis Fineberg, City Manager  
Josie Beilenberg, Clerk

**APPROVAL OF AGENDA**

Trustee Brink motion approval of agenda  
Trustee Castleberry second  
Motion carried unanimously.

**EXECUTIVE SESSION**

**PUBLIC COMMENT**

Public comment:

**PRESENTATIONS**

**CONSENT AGENDA**

**BOARD INFORMATION ITEMS**

**NEW BUSINESS**

- a. Consideration and possible approval of CITY OF CREEDE, COLORADO RESOLUTION 2023-30, “A RESOLUTION OF THE CITY OF CREEDE, COLORADO, OPTING IN TO THE STATE OF COLORADO PROPOSITION 123 AFFORDABLE HOUSING INITIATIVE”;

Trustee Castleberry motion approval of Affordable Housing Initiative resolution 2023-30  
Trustee Brink second  
Motion carried unanimously.

OLD BUSINESS

BOARD REPORTS

ADJOURN

There being no further business to come before the Board,  
Trustee Brink motion to adjourn.  
Trustee Castleberry second.  
Motion carried unanimously.  
Mayor Larson declared adjourned at 5:53 PM the motion carried

Respectfully submitted:

/Treva Crenshaw /

Treva Crenshaw- Deputy Clerk

DRAFT

**BOARD OF TRUSTEES  
CITY OF CREEDE, A TOWN OF COLORADO  
November 7<sup>th</sup>, 2023**

**REGULAR 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 5:36 PM. There being present at the call of the roll the following persons:

OFFICIALS PRESENT (via either phone or video conferencing):

Mayor Larson was not present  
Trustee Brink,  
Trustee Dooley  
Trustee Castleberry and  
Trustee Hannah were present.

Mayor Larson presiding declared a quorum present.  
Those members of staff also present were as follows:

Louis Fineberg, City Manager  
Scott Johnson, Public Works Director  
Josie Beilenberg, Clerk  
Treva Crenshaw, Deputy Clerk

**APPROVAL OF AGENDA**

Trustee Brink motion approval of agenda  
Trustee Hannah second  
Motion carried unanimously.

**EXECUTIVE SESSION**

**PUBLIC COMMENT**

Public comment:

James Hiet- With all that the visitors center dose they are looking for guaranteed funding.

**PRESENTATIONS**

- a. Presentations by firms responding to the RFQ for architectural services for the Public Works and Town Hall Complex
  1. Avery H Augur & Associates
  2. Reynolds Ash & Associates
  3. D2C Architects

**CONSENT AGENDA**

- a. September 28th, 2023 Special Meeting Minutes

Trustee Castleberry motion approval of minutes  
Trustee Brink second  
Motion carried unanimously.

#### BOARD INFORMATION ITEMS

- a. Staff Reports;
- b. Check Detail Reports for October 2023;
- c. Budget to Actual Reports for GF and WS through October 2023;

#### NEW BUSINESS

- a. Discussion and possible selection of a architectural / design firm for the new City of Creede Town Hall and Public Works Complex;

Board decided to wait for decision on the next meeting on November 21<sup>st</sup> 2023 carried unanimously.

- b. Consideration and possible approval of a professional services agreement with GMS Inc. for engineering services related to Phase III of the City Wastewater collection system replacement project in an amount not to exceed \$128,500.00;

Trustee Castleberry motion for approval of agreement with GMS  
Trustee Brink second approval  
Motion carried unanimously.

- c. To develop rules and reg. for short term rentals.

#### OLD BUSINESS

#### BOARD REPORTS

#### ADJOURN

There being no further business to come before the Board,  
Trustee Brink motion to adjourn.  
Trustee Hannah second.  
Motion carried unanimously.  
Mayor Larson declared adjourned at 6:32 PM the motion carried.

Respectfully submitted:

/Treva Crenshaw /

Treva Crenshaw- Deputy Clerk

**BOARD OF TRUSTEES  
CITY OF CREEDE, A TOWN OF COLORADO  
November 21st, 2023**

**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 5:04 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 here at 5:25PM  
Trustee Dooley and  
Trustee Hannah were present.  
Trustee Castleberry was not present

Mayor Larson presiding declared a quorum present.

Those members of staff also present were as follows:

Louis Fineberg, City Manager  
Scott Johnson, Public Works Director  
Josie Beilenberg, Clerk  
Treva Crenshaw, Deputy Clerk

**APPROVAL OF AGENDA**

Trustee Dooley motion approval of agenda  
Trustee Hannah second  
Motion carried unanimously.

**EXECUTIVE SESSION starts @ 5:00pm**

- 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 settlement agreement with Kip's Grill, LLC;
- b. § 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 lease agreement with Muley's Disposal Service;

Trustee Dooley motioned to move to Executive Session

Trustee Hannah seconded.

Vote carried unanimously.

The board voted to go into executive session to consult with the attorney. Executive Session began 5:07PM and ended at 5:45PM.

No objections

Regular Meeting continued 5:47 PM

**PUBLIC COMMENT**

Public comment: Tom Roden questioning the fencing on 3<sup>rd</sup> St. Asking to postpone tare

down. Donated building to school. Plans to move building. Asking for more time to make arrangements.

City board has no plans for this building. They just asked owner to move it.

## PRESENTATIONS

## CONSENT AGENDA

## BOARD INFORMATION ITEMS

## NEW BUSINESS

- c. Discussion and possible approval of an independent contractor agreement with Shums Coda Associates for building permit review associated with Kip's Grill;

Trustee Dooley motion approval independent contractor agreement with Kip's Grill

Trustee Brink second

Motion carried unanimously.

- d. Discussion and possible selection of a design firm for the new Town Hall and Public Works Complex;

Trustee Dooley motion approval of a design firm Avery and Associates for new town hall and public works complex

Trustee Hannah second

Motion carried unanimously.

- e. Consideration and possible approval of a professional services agreement with Meyer and Sams, INC dba GMS, INC for design services related to the cdot revitalizing main street project;

Trustee Brink motion approval of professional services agreement for main street project

Trustee Dooley second

Motion carried unanimously.

- f. Holiday Parade Permit for 11/24/2023 from 5pm – 6pm

Trustee Dooley motion approval of holiday parade permit

Trustee Brink second

Motion carried unanimously.

- g. Headwaters Music Festival Park Permit for 8/22/2024 – 8/26/2024

Trustee Brink motion approval of festival permit

Trustee Hannah second

Motion carried unanimously.

- h. Discussion and possible approval for the commercial lease agreement between the City of Creede, A Colorado Town and the Mineral County Chamber of Commerce;

Trustee Dooley motion approval of commercial lease agreement between city and county

Trustee Brink second

Motion carried unanimously.

## OLD BUSINESS

BOARD REPORT

ADJOURN

There being no further business to come before the Board,  
Trustee Hannah motion to adjourn.  
Trustee Brink second.  
Motion carried unanimously.  
Mayor Larson declared adjourned at 6:14 PM the motion carried.

Respectfully submitted:

/Treva Crenshaw /

Treva Crenshaw- Deputy Clerk

DRAFT



ADJOURN

DRAFT

# Application for a Special Events Permit

Departmental Use Only

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

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

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

1. Name of Applicant Organization or Political Candidate <b>BPDE Lodge DBA Elks Lodge No 506</b>		State Sales Tax Number (Required) <b>00705902-0000</b>	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>PO Box 117 Creede, CO 81130</b>		3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>104 S. MAIN ST. CREEDE, CO 81130</b>	
4. Authorized Representative of Qualifying Organization or Political Candidate <b>Ian Romo</b>		Date of Birth <b>11/15/1977</b>	Phone Number <b>719.480.4217</b>
Authorized Representative's Mailing Address (if different than address provided in Question 2.) <b>PO Box 542 Creede, CO 81130</b>			
5. Event Manager <b>Clarence Dube</b>		Date of Birth <b>4/29/1960</b>	Phone Number <b>847.922.3516</b>
Event Manager Home Address (Street, City, State, ZIP) <b>PO Box 775/15 Antelope Rd Creede, CO 81130</b>		Email Address of Event Manager <b>er.506@gmail.com</b>	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <b>2</b>		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number <b>07-05902-0002</b>	
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No			

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

Date	Date	Date	Date	Date
12/31/2023				
Hours From 12:00P.m. To 2:00A.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Date	Date	Date	Date	Date
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

**Oath of Applicant**

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

Signature <b>Ian Romo</b>	Title <b>Lodge Secretary</b>	Date <b>11/21/2023</b>
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**Report and Approval of Local Licensing Authority (City or County)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

## 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

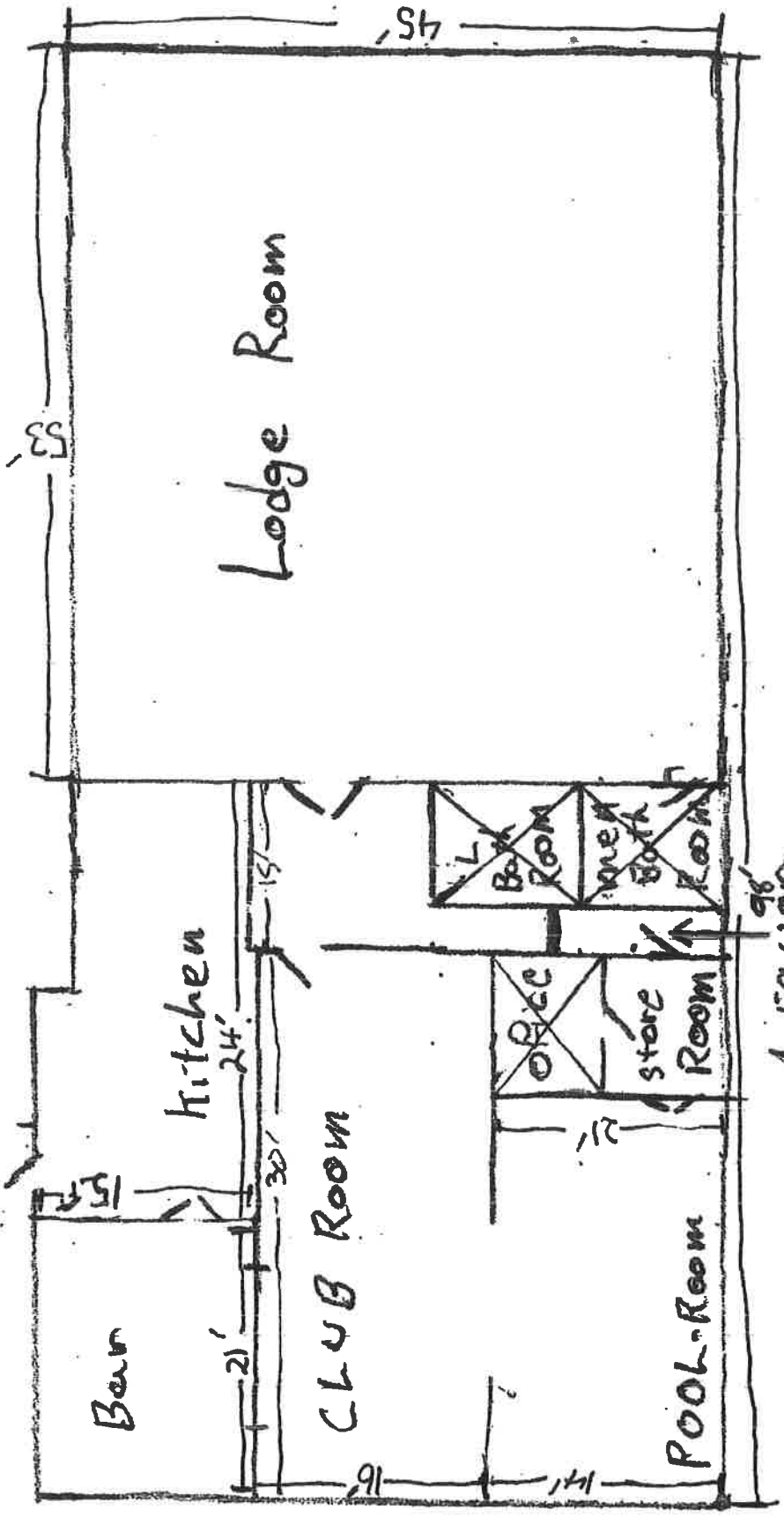
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days 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.

Creede Elks Lodge No. 506  
Elks Building  
104 S. Main Street  
License # 07-05902-0002



Liquor stairs (above stairs)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF TRADE NAME**

I, **Jena Griswold** , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

**ELKS LODGE NO 506**

(Entity ID # 14481011014 )

was filed in this office on 05/30/2006 with an effective date of 05/30/2006 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/02/2023 that have been posted, and by documents delivered to this office electronically through 06/06/2023 @ 07:02:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/06/2023 @ 07:02:40 in accordance with applicable law. This certificate is assigned Confirmation Number 15040835 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



# GYM EVENT PERMIT APPLICATION

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

Kitchen Facility Rental (\$75.00/Day)

Gym Rental (\$100.00/Day)

Name: Penny Snyder

Address: 616 Cedar Lane Dr, Winfield KS 67156--223 Bluebird Ln, Creede CO 81130

Business/Organization (if applicable): Silver Threads Quilt Guild

Phone: 620-229-4247 Email: pennylousnyder@gmail.com

Description of Event: Biannual Quilt Show - we display approximately 130-150 quilts made by guild members.

In addition, there are vendors at our show that sell quilt related products.

Date and Times of Set-Up: Wednesday, September 17-18, 2025 for the gym--kitchen, Sept 18, 2025

Dates and Times of Event: Fri-Sat, Sept. 19-20, 2025 -- 9-5 pm/Sun, Sept 21, 2025 -- 10-2 pm

Dates and Times of Tear-Down: Sunday, September 21, 2025 -- 2-5 pm

Specific Areas of Gym Required for Rental: Gymnasium, entrance, lunch room and kitchen

Estimated Number of People Expected to Attend this Event: 400-800

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

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

Senior Lunch Program Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Pre-Event Site inspection by: City \_\_\_\_\_ Applicant \_\_\_\_\_ Date and Time: \_\_\_\_\_

Post-Event Site inspection by: City \_\_\_\_\_ Applicant \_\_\_\_\_ Date and Time: \_\_\_\_\_

### 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



# CITY OF CREEDE

PO BOX 457  
CREEDE, CO 81130  
(719)658-2276  
CLERK@CREEDETOWNHALL.COM

## PARK RENTAL PERMIT

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

Applications must be sent to:  
Creede City Clerk  
PO Box 457  
Creede, CO 81130  
For questions, please contact the Clerk's Office during business hours.  
(719)658-2276, ext. 2#  
clerk@creedetownhall.com

### CONTACT INFORMATION

NAME: BRIAN BRITTAIN  
PHONE#: 719 588 1025 EMAIL: TommyKnockerTavern@Yahoo.com  
ORGANIZATION: TommyKnockerTavern and KIP'S GRILL FOR CREEDE ATHLETICS

### EVENT INFORMATION

EVENT NAME: JFK GOLDEN PICK  
PURPOSE OF EVENT: FOOD HOCKEY

Where would you like to host your event:

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

DATES(S): 1/13/24 - 1/14/24 BEGIN TIME: 7:00 AM END TIME: 9:00 PM  
MAX NUMBER OF PEOPLE EXPECTED: 200  
PUBLIC/PRIVATE EVENT: PRIVATE

WILL THERE BE LIVE MUSIC? \_\_\_ YES X NO  
WILL THERE BE ALCOHOL? X YES \_\_\_ NO

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

**RENTAL FEES** A non-refundable rental fee of \$25/day must be paid in full at the time of application. Checks can be made payable to City of Creede.

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

**FOR CLERK OFFICE ONLY:**  
DATE RECEIVED \_\_\_\_\_  
PARK FEE RECEIVED \_\_\_ YES / \_\_\_ NO  
EVENT APPROVED BY: \_\_\_\_\_

[Signature]  
(Signature) \_\_\_\_\_ (Date)

# 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.)

- Social
- Fraternal
- Patriotic
- Political
- Athletic
- Chartered Branch, Lodge or Chapter
- National Organization or Society
- Religious Institution
- Philanthropic Institution
- Political Candidate
- Municipality Owned Arts Facilities

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input 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	n/a

1. Name of Applicant Organization or Political Candidate: <b>Tommy Knocker + Kips Grill For Creede Athletics</b>	State Sales Tax Number (Required) <b>85 3253409</b>
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>PO Box 534 Creede CO 81130</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>Silver Ice Park Creede CO 81130</b>
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4. Authorized Representative of Qualifying Organization or Political Candidate <b>Brian Battain</b>	Date of Birth <b>8/19/77</b>	Phone Number <b>719 588 1625</b>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager <b>Kara Battain</b>	Date of Birth <b>8/16/83</b>	Phone Number <b>719 580 1206</b>
---	---------------------------------	-------------------------------------

Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager <b>Kara@b4studio.com</b>
---	--

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 _____
---	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit											
Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
Jan 13 2024		7a	9p	Jan 14 2024		7a	9p				

**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 <b>Brian Battain</b>	Title <b>Event Manager</b>	Date <b>11/10/23</b>
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**Report and Approval of Local Licensing Authority (City or County)**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

Signature	Title	Date
-----------	-------	------

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

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



## **Accomplishments of the Public Works Department in 2023**

**Streets:** Maintenance of Streets- grading, sweeping, snow removal, signs, and a valley pan repair was performed  
Yellow edge/no parking lines were added on Wall Street on the bridge at the flume and on S. Main near the Bakery/Doug's Barbecue entrance

**Water System:** Continued with Water on/off requests, water sampling as required by the CDPHE.  
Performed water meter pit/meter installations, and curb valve repairs  
Replaced a fire hydrant on E. 6<sup>th</sup> Street  
Recorded Backflow Prevention Certifications throughout the city  
Installed locking gates on the ladders to the water storage tanks for security purposes

**Wastewater System:** Finished Phase 2 camera evaluations, and also performed at other locations not previously done  
Bid out Phase 3 sewer upgrade project and awarded to RMS Utilities, and began the process for the Phase 4 sewer upgrade project  
Applied for a new microbial process with the CDPHE at the WWTP  
Researched and began the process for possibly utilizing an Electrocoagulation System at the WWTP  
Installed 2 separate cleanouts on the North Creede main sewer  
Replaced (3) and repaired (1) of the 10" canal gate bypass valves at the WWTP, also replaced multiple 2" aerator bonnet assemblies  
Began the search for a new ORC for the wastewater system  
Added an exterior light and outlet at the effluent contact chamber of the WWTP  
Performed weekly sampling and testing as required by the CDPHE

**Storm Water System:** Upgraded the GIS after evaluating the storm lines on Loma Ave, GMS to submit a drainage study of this area and a project cost to pipe the drainage in this area in order to allow for more parking in the city

**Equipment/Assets:** Performed preventative maintenance on all vehicles/equipment  
(2) new tires and tubes were installed on the backhoe  
Leaf springs were replaced on passenger's side of the dump truck  
A down payment was put on a vac/jet truck, then rescinded by the city

## Accomplishments of the Public Works Department in 2023

### Parks & Buildings:

- A) **Rec Center:** Various Maintenance & repairs performed, along with:  
Exterior spigot installed on the south wall, automatic flushing systems on all toilets and sinks as well  
Another portion of the climbing wall was added in the gym  
The gym floor was completely refinished  
The parking lot lines and arrows were installed  
A new entrance to the Rec Center is underway, with the construction drawings being completed as the next step to this process
- B) **Basham Park:** Installed new toilets with automatic flushers, and automatic on/off systems were installed on the sinks as well  
Replaced 2 lamp globes on the street lamps
- C) **Hargrave's Park:** replacement of the steps going down to the baseball field were constructed due to safety reasons  
Repaired 2 of the lamp lights in the parking lot due to vandalism
- D) **Townhall Building:** Relocated the parking lot entrance to N. Loma Ave  
Installed a backup generator for entire building, as well as repaired the heater for the conference room area  
Installed curtain rods, built desks, chairs, etc. as needed
- E) **Visitor's Center:** Received a quote and authorized replacement of the rolled roof above the main structure of the visitor's center building, performed maintenance/sealing to get it through the winter (roof scheduled to be replaced now in the spring of 2024)
- F) **Sieme Park:** A quote on the stone seat wall was received and authorized, the materials have been ordered and the installation will take place in the spring of 2024
- G) **Hockey Ponds:** A new shelf was constructed in the warming shed  
Grading of the south hockey pond was performed as requested
- H) **Community Garden:** A metal shed was constructed for tools and material storage

### Projects: Scott worked with Louis on the following projects in 2023:

- A) Micro-Hydro
- B) Main Street Upgrade
- C) Public Works & Town Hall building upgrades
- D) Phase 4 sewer upgrade project
- E) Wastewater Treatment Plant (WWTP) water line extension
- F) WWTP Electrocoagulation Processing
- G) Loma Ave Storm Water Pipe installation
- H) Rec Center Entrance

# **Creede Parks and Recreation Director's Report**

## **Kathryn Ash**

### **Dec 4, 2023**

#### **Gym Programs**

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

#### **Kids Activities**

- After School Activities
- Kajukembo

#### **Teen GOCO Activities**

- Teen Night
- Teen Leadership Program

#### **Skating**

The ice-skating ponds are ready to go. The Skate Shack is full and organized, the gear shack is cleaned out and ready to go, the light timer is working, port o potties are in place, and the ponds are frozen! We're ready to go!!

#### **Cross Country Skis**

We just got a line on some Cross Country Skies that will be added to our gear library! This will be a big step to improving access to wintertime outdoor activities in Creede.

#### **2023 Highlights**

##### **COG-**

Thanks to the SLV Council of Governments mini grant we have new lighting in all the used space at the Virginia Christensen Multi- use Facility as well as Basham park and Ed Hargraves park facilities.

##### **GOCO Grant**

We have had our busiest Parks and Rec year ever, including field trips to Browns Canyon, The Great Sand Dunes, Freemons Ranch, Lake City, Creede Repertory Theater, STAR Drive in, Alamosa Teen Center, Splashland, Hooper Pool, Stars and Stripes bowling, and Adams State climbing wall. As well as some fun additions to our gear library...

### **Americorp**

Our Americorp program continues to be a HUGE success.. By having our two AmeriCorp members (thanks to the Gen Wild GOCO Grant) we have a lot of the help we need to accomplish everything we have been able to do.

### **Van**

Since getting our new van in March, we have put a little over 3,500 miles on it. These miles come from our summer time field trip (two per week), after school activity transportation (4 times per week), Teen Night excursions, CELC field trips, and the occasional pee wee sports transportation. The van has transformed our program and allowed our youth to experience more of our beautiful surroundings.

### **Sports**

This year we had volleyball, basketball, soccer, and flag football. Both our volleyball and soccer teams made it to the league tournament finals. This was the first time having a flag football team.

### **Mini Miner Motivators - M3**

Our Mini Miner Motivator program cheered on the Creede School sports at every home game! This program introduces our youngest kids to Creede sports and teaches them sportsmanship, rules, and hopefully gets them excited for the time when they will be playing themselves.

# Clerk's Office End of Year Staff Report

## PROJECTS:

### **I. Rearranging the Conference Room and Reorganizing all of Town Hall**

- Adding a break room space to remove the clutter from conference room
- Going through the attic storage and cleaning the area.
- Organizing clerk's office and rearranging to our work standard
- Organizing the supply closet and having supplies on hand for all employees when needed
- Organizing all file cabinets to update the year and space provided
- Providing updated office equipment that was needed

### **II. New Utilities Program transfer**

- Learning an old program while we also were transferring into a new program that we had not been trained on yet.
- Introducing the new program to all Creede residents and answering the many questions received on a daily basis.
- Continuing to guide our town into a program that will be more beneficial in the long run.

### **III. Open Communication**

- Upheld policies and procedures
- Continuing working on retention schedule
- Setting up an events committee
- Working with businesses and emergency personnel to post events clearly

**To sum up, we have done tremendous amounts of work over the last six months and will continue to move forward in positive directions for the City Employees, City Board and the Townspeople as a whole.**

3:54 PM  
12/06/23

## City of Creede; A Colorado Town Check Detail November 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/01/2023</b>	<b>SLVREC</b>		<b>1000.01 · General ...</b>		<b>-2,870.00</b>
Bill	INVG...	10/17/2023			01-5451 · Park Ele...	-273.00	273.00
					01-5541 · Gym Utili...	-566.00	566.00
					01-5381 · Electricity	-1,875.00	1,875.00
					01-5381 · Electricity	-156.00	156.00
TOTAL						-2,870.00	2,870.00
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/06/2023</b>	<b>ORSINI IT LLC</b>		<b>1000.01 · General ...</b>		<b>-173.32</b>
Bill		11/06/2023			01-5133 · Telephone	-173.32	173.32
TOTAL						-173.32	173.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/06/2023</b>	<b>CO DEPT of Reve...</b>		<b>1000.01 · General ...</b>		<b>-4,930.00</b>
Bill	Q3 P...	11/06/2023			01-5120 · Taxes an...	-4,930.00	4,930.00
TOTAL						-4,930.00	4,930.00
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/08/2023</b>	<b>Intuit</b>		<b>1000.01 · General ...</b>		<b>-29.95</b>
Bill	Nove...	11/08/2023			01-5137 · Certificati...	-29.95	29.95
TOTAL						-29.95	29.95
<b>Paycheck</b>	<b>ACH</b>	<b>11/10/2023</b>	<b>Dustin Kyffin</b>		<b>1000.01 · General ...</b>		<b>-1,241.22</b>
					01-8910 · Salary Ex...	-384.60	384.60
					01-8910 · Salary Ex...	-384.60	384.60
					01-8910 · Salary Ex...	-21.64	21.64
					01-8910 · Salary Ex...	-21.64	21.64
					01-8910 · Salary Ex...	-384.60	384.60
					01-8910 · Salary Ex...	-384.60	384.60
					01-2300 · Retireme...	47.45	-47.45
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-8960 · Retireme...	-23.72	23.72
					01-8960 · Retireme...	-23.73	23.73
					01-2300 · Retireme...	47.45	-47.45
					01-2101 · Federal t...	112.00	-112.00
					01-8950 · Payroll Tax	-49.03	49.03
					01-8950 · Payroll Tax	-49.04	49.04
					01-2103 · Fica/Med...	98.07	-98.07
					01-2102 · Fica/Med...	98.07	-98.07
					01-8950 · Payroll Tax	-11.47	11.47
					01-8950 · Payroll Tax	-11.47	11.47
					01-2103 · Fica/Med...	22.94	-22.94
					01-2102 · Fica/Med...	22.94	-22.94
					01-2104 · State wit...	60.00	-60.00
					01-8950 · Payroll Tax	-1.58	1.58
					01-8950 · Payroll Tax	-1.59	1.59
					01-2108 · Suta tax ...	3.17	-3.17
TOTAL						-1,241.22	1,241.22

**City of Creede; A Colorado Town  
Check Detail  
November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	ACH	11/10/2023	David Pagnotta		1000.01 · General ...		-1,612.72
				01-8910 · Salary Ex...		-384.64	384.64
				01-8910 · Salary Ex...		-384.64	384.64
				01-8910 · Salary Ex...		-27.05	27.05
				01-8910 · Salary Ex...		-27.05	27.05
				01-8910 · Salary Ex...		-576.96	576.96
				01-8910 · Salary Ex...		-576.96	576.96
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-2300 · Retireme...		59.32	-59.32
				01-8960 · Retireme...		-29.66	29.66
				01-8960 · Retireme...		-29.66	29.66
				01-2300 · Retireme...		59.32	-59.32
				01-2101 · Federal t...		85.00	-85.00
				01-8950 · Payroll Tax		-61.29	61.29
				01-8950 · Payroll Tax		-61.30	61.30
				01-2103 · Fica/Med...		122.59	-122.59
				01-2102 · Fica/Med...		122.59	-122.59
				01-8950 · Payroll Tax		-14.33	14.33
				01-8950 · Payroll Tax		-14.34	14.34
				01-2103 · Fica/Med...		28.67	-28.67
				01-2102 · Fica/Med...		28.67	-28.67
				01-8910 · Salary Ex...		-5.93	5.93
				01-8910 · Salary Ex...		-5.93	5.93
				01-2107 · Futa pay...		11.86	-11.86
				01-2104 · State wit...		69.00	-69.00
TOTAL						-1,612.72	1,612.72
Paycheck	ACH	11/10/2023	Charles A Pilant		1000.01 · General ...		-1,265.57
				01-8910 · Salary Ex...		-740.36	740.36
				01-8910 · Salary Ex...		-740.36	740.36
				01-8910 · Salary Ex...		-64.91	64.91
				01-8910 · Salary Ex...		-64.91	64.91
				01-8910 · Salary Ex...		-28.85	28.85
				01-8910 · Salary Ex...		-28.85	28.85
				01-2300 · Retireme...		50.05	-50.05
				01-8960 · Retireme...		-25.02	25.02
				01-8960 · Retireme...		-25.03	25.03
				01-2300 · Retireme...		50.05	-50.05
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-2101 · Federal t...		161.00	-161.00
				01-8950 · Payroll Tax		-51.71	51.71
				01-8950 · Payroll Tax		-51.72	51.72
				01-2103 · Fica/Med...		103.43	-103.43
				01-2102 · Fica/Med...		103.43	-103.43
				01-8950 · Payroll Tax		-12.09	12.09
				01-8950 · Payroll Tax		-12.10	12.10
				01-2103 · Fica/Med...		24.19	-24.19
				01-2102 · Fica/Med...		24.19	-24.19
				01-2104 · State wit...		64.00	-64.00
TOTAL						-1,265.57	1,265.57

3:54 PM  
12/06/23

**City of Creede; A Colorado Town**  
**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	ACH	11/10/2023	Walter S Johnson		1000.01 · General ...		-2,184.09
				01-8910 · Salary Ex...		-1,538.46	1,538.46
				01-8910 · Salary Ex...		-1,538.46	1,538.46
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-2300 · Retireme...		92.31	-92.31
				01-8960 · Retireme...		-46.15	46.15
				01-8960 · Retireme...		-46.16	46.16
				01-2300 · Retireme...		92.31	-92.31
				01-2150 · Aflac Lia...		57.06	-57.06
				01-2150 · Aflac Lia...		52.44	-52.44
				01-2101 · Federal t...		346.00	-346.00
				01-8950 · Payroll Tax		-93.61	93.61
				01-8950 · Payroll Tax		-93.62	93.62
				01-2103 · Fica/Med...		187.23	-187.23
				01-2102 · Fica/Med...		187.23	-187.23
				01-8950 · Payroll Tax		-21.89	21.89
				01-8950 · Payroll Tax		-21.90	21.90
				01-2103 · Fica/Med...		43.79	-43.79
				01-2102 · Fica/Med...		43.79	-43.79
				01-2104 · State wit...		114.00	-114.00
TOTAL						-2,184.09	2,184.09
Paycheck	ACH	11/10/2023	Kathryn Short Ash		1000.01 · General ...		-1,493.27
				01-8910 · Salary Ex...		-1,923.08	1,923.08
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-8960 · Retireme...		-57.69	57.69
				01-2300 · Retireme...		57.69	-57.69
				01-2300 · Retireme...		57.69	-57.69
				01-8910 · Salary Ex...		-20.00	20.00
				01-2850 · Payroll Li...		20.00	-20.00
				01-2101 · Federal t...		151.00	-151.00
				01-8950 · Payroll Tax		-119.23	119.23
				01-2103 · Fica/Med...		119.23	-119.23
				01-2102 · Fica/Med...		119.23	-119.23
				01-8950 · Payroll Tax		-27.89	27.89
				01-2103 · Fica/Med...		27.89	-27.89
				01-2102 · Fica/Med...		27.89	-27.89
				01-2104 · State wit...		74.00	-74.00
TOTAL						-1,493.27	1,493.27
Paycheck	ACH	11/10/2023	Kristeen M Lopez		1000.01 · General ...		-1,148.57
				01-8910 · Salary Ex...		-1,538.46	1,538.46
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-2150 · Aflac Lia...		52.44	-52.44
				01-2150 · Aflac Lia...		3.12	-3.12
				01-2850 · Payroll Li...		77.50	-77.50
				01-2300 · Retireme...		46.15	-46.15
				01-8960 · Retireme...		-46.15	46.15
				01-2300 · Retireme...		46.15	-46.15
				01-2101 · Federal t...		41.00	-41.00
				01-8950 · Payroll Tax		-92.14	92.14
				01-2103 · Fica/Med...		92.14	-92.14



**City of Creede; A Colorado Town  
Check Detail  
November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-2102 · Fica/Med...	92.14	-92.14
					01-8950 · Payroll Tax	-21.54	21.54
					01-2103 · Fica/Med...	21.54	-21.54
					01-2102 · Fica/Med...	21.54	-21.54
					01-2104 · State wit...	56.00	-56.00
TOTAL						-1,148.57	1,148.57
<b>Paycheck</b>	<b>ACH</b>	<b>11/10/2023</b>	<b>Treva Crenshaw</b>		<b>1000.01 · General ...</b>		<b>-991.63</b>
					01-8910 · Salary Ex...	-1,153.84	1,153.84
					01-8910 · Salary Ex...	-384.62	384.62
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-2300 · Retireme...	46.15	-46.15
					01-8960 · Retireme...	-34.61	34.61
					01-8960 · Retireme...	-11.54	11.54
					01-2300 · Retireme...	46.15	-46.15
					01-2850 · Payroll Li...	333.00	-333.00
					01-8950 · Payroll Tax	-71.53	71.53
					01-8950 · Payroll Tax	-23.85	23.85
					01-2103 · Fica/Med...	95.38	-95.38
					01-2102 · Fica/Med...	95.38	-95.38
					01-8950 · Payroll Tax	-16.72	16.72
					01-8950 · Payroll Tax	-5.58	5.58
					01-2103 · Fica/Med...	22.30	-22.30
					01-2102 · Fica/Med...	22.30	-22.30
					01-2104 · State wit...	50.00	-50.00
					01-8950 · Payroll Tax	-2.31	2.31
					01-8950 · Payroll Tax	-0.77	0.77
					01-2108 · Suta tax ...	3.08	-3.08
TOTAL						-991.63	991.63
<b>Paycheck</b>	<b>ACH</b>	<b>11/10/2023</b>	<b>Josie Bielenberg</b>		<b>1000.01 · General ...</b>		<b>-1,080.28</b>
					01-8910 · Salary Ex...	-1,442.31	1,442.31
					01-8910 · Salary Ex...	-480.77	480.77
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-2300 · Retireme...	57.69	-57.69
					01-8960 · Retireme...	-43.27	43.27
					01-8960 · Retireme...	-14.42	14.42
					01-2300 · Retireme...	57.69	-57.69
					01-2850 · Payroll Li...	432.00	-432.00
					01-2101 · Federal t...	139.00	-139.00
					01-8950 · Payroll Tax	-89.42	89.42
					01-8950 · Payroll Tax	-29.81	29.81
					01-2103 · Fica/Med...	119.23	-119.23
					01-2102 · Fica/Med...	119.23	-119.23
					01-8950 · Payroll Tax	-20.91	20.91
					01-8950 · Payroll Tax	-6.97	6.97
					01-2103 · Fica/Med...	27.88	-27.88
					01-2102 · Fica/Med...	27.88	-27.88
					01-2104 · State wit...	67.00	-67.00
					01-8950 · Payroll Tax	-1.75	1.75
					01-8950 · Payroll Tax	-0.59	0.59
					01-2108 · Suta tax ...	2.34	-2.34
TOTAL						-1,080.28	1,080.28

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**City of Creede; A Colorado Town**  
**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	ACH	11/10/2023	Louis Fineberg		1000.01 · General ...		-2,683.54
				01-8910 · Salary Ex...		-2,884.61	2,884.61
				01-8910 · Salary Ex...		-961.54	961.54
				01-8960 · Retireme...		-86.53	86.53
				01-8960 · Retireme...		-28.85	28.85
				01-2300 · Retireme...		115.38	-115.38
				01-2300 · Retireme...		115.38	-115.38
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-2101 · Federal t...		596.00	-596.00
				01-8950 · Payroll Tax		-178.84	178.84
				01-8950 · Payroll Tax		-59.62	59.62
				01-2103 · Fica/Med...		238.46	-238.46
				01-2102 · Fica/Med...		238.46	-238.46
				01-8950 · Payroll Tax		-41.83	41.83
				01-8950 · Payroll Tax		-13.94	13.94
				01-2103 · Fica/Med...		55.77	-55.77
				01-2102 · Fica/Med...		55.77	-55.77
				01-2104 · State wit...		157.00	-157.00
TOTAL						-2,683.54	2,683.54
Paycheck	ACH	11/15/2023	Dana D Brink		1000.01 · General ...		-153.93
				01-8910 · Salary Ex...		-166.67	166.67
				01-8950 · Payroll Tax		-10.33	10.33
				01-2103 · Fica/Med...		10.33	-10.33
				01-2102 · Fica/Med...		10.33	-10.33
				01-8950 · Payroll Tax		-2.41	2.41
				01-2103 · Fica/Med...		2.41	-2.41
				01-2102 · Fica/Med...		2.41	-2.41
				01-8950 · Payroll Tax		-0.34	0.34
				01-2108 · Suta tax ...		0.34	-0.34
TOTAL						-153.93	153.93
Paycheck	ACH	11/15/2023	Jack Wyatt Hannah		1000.01 · General ...		-153.93
				01-8910 · Salary Ex...		-166.67	166.67
				01-8950 · Payroll Tax		-10.33	10.33
				01-2103 · Fica/Med...		10.33	-10.33
				01-2102 · Fica/Med...		10.33	-10.33
				01-8950 · Payroll Tax		-2.41	2.41
				01-2103 · Fica/Med...		2.41	-2.41
				01-2102 · Fica/Med...		2.41	-2.41
				01-8950 · Payroll Tax		-0.34	0.34
				01-2108 · Suta tax ...		0.34	-0.34
TOTAL						-153.93	153.93

**City of Creede; A Colorado Town  
Check Detail  
November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Paycheck</b>	<b>ACH</b>	<b>11/15/2023</b>	<b>Jeffrey A Larson</b>		<b>1000.01 · General ...</b>		<b>-382.80</b>
				01-8910 · Salary Ex...		-416.67	416.67
				01-8950 · Payroll Tax		-25.83	25.83
				01-2103 · Fica/Med...		25.83	-25.83
				01-2102 · Fica/Med...		25.83	-25.83
				01-8950 · Payroll Tax		-6.04	6.04
				01-2103 · Fica/Med...		6.04	-6.04
				01-2102 · Fica/Med...		6.04	-6.04
				01-2104 · State wit...		2.00	-2.00
				01-8950 · Payroll Tax		-0.84	0.84
				01-2108 · Suta tax ...		0.84	-0.84
<b>TOTAL</b>						<b>-382.80</b>	<b>382.80</b>
<b>Paycheck</b>	<b>ACH</b>	<b>11/15/2023</b>	<b>Lori G. Dooley</b>		<b>1000.01 · General ...</b>		<b>-153.93</b>
				01-8910 · Salary Ex...		-166.67	166.67
				01-8950 · Payroll Tax		-10.33	10.33
				01-2103 · Fica/Med...		10.33	-10.33
				01-2102 · Fica/Med...		10.33	-10.33
				01-8950 · Payroll Tax		-2.41	2.41
				01-2103 · Fica/Med...		2.41	-2.41
				01-2102 · Fica/Med...		2.41	-2.41
				01-8950 · Payroll Tax		-0.34	0.34
				01-2108 · Suta tax ...		0.34	-0.34
<b>TOTAL</b>						<b>-153.93</b>	<b>153.93</b>
<b>Paycheck</b>	<b>ACH</b>	<b>11/15/2023</b>	<b>Truman S Castleb...</b>		<b>1000.01 · General ...</b>		<b>-153.93</b>
				01-8910 · Salary Ex...		-166.67	166.67
				01-8950 · Payroll Tax		-10.33	10.33
				01-2103 · Fica/Med...		10.33	-10.33
				01-2102 · Fica/Med...		10.33	-10.33
				01-8950 · Payroll Tax		-2.41	2.41
				01-2103 · Fica/Med...		2.41	-2.41
				01-2102 · Fica/Med...		2.41	-2.41
				01-8950 · Payroll Tax		-0.34	0.34
				01-2108 · Suta tax ...		0.34	-0.34
<b>TOTAL</b>						<b>-153.93</b>	<b>153.93</b>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/15/2023</b>	<b>AFLAC</b>		<b>1000.01 · General ...</b>		<b>-330.12</b>
Bill	NOV1...	11/15/2023		01-5323 · Benefits		-330.12	330.12
<b>TOTAL</b>						<b>-330.12</b>	<b>330.12</b>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/15/2023</b>	<b>SLVREC</b>		<b>1000.01 · General ...</b>		<b>-341.03</b>
Bill	NOV2...	11/15/2023		01-5380 · Utilities		-206.00	206.00
Bill	NOV1...	11/15/2023		01-5380 · Utilities		-135.03	135.03
<b>TOTAL</b>						<b>-341.03</b>	<b>341.03</b>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/15/2023</b>	<b>AT&amp;T Mobility</b>		<b>1000.01 · General ...</b>		<b>-302.36</b>
Bill	NOV...	11/15/2023		01-5133 · Telephone		-106.96	106.96
				01-5133 · Telephone		-153.29	153.29
				01-5133 · Telephone		-42.11	42.11
<b>TOTAL</b>						<b>-302.36</b>	<b>302.36</b>

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**City of Creede; A Colorado Town**  
**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/29/2023</b>	<b>CenturyLink</b>		<b>1000.01 · General ...</b>		<b>-129.24</b>
Bill	NOV ...	11/28/2023			01-5133 · Telephone	-129.24	129.24
TOTAL						-129.24	129.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/30/2023</b>	<b>MDS Waste &amp; Rec...</b>		<b>1000.01 · General ...</b>		<b>-138.99</b>
Bill	NOV2...	11/02/2023			01-5541 · Gym Utili...	-138.99	138.99
TOTAL						-138.99	138.99
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/01/2023</b>	<b>Bill Divvy Card</b>		<b>1000.01 · General ...</b>		<b>-200.35</b>
Bill	AutoD...	10/16/2023			01-5331 · Operatin...	-92.25	92.25
					-5331.1 · Holiday D...	-15.96	15.96
					01-5331 · Operatin...	-92.14	92.14
TOTAL						-200.35	200.35
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/02/2023</b>	<b>Bill Divvy Card</b>		<b>1000.01 · General ...</b>		<b>-634.62</b>
Bill	AutoD...	11/01/2023			01-5132 · Postage	-153.00	153.00
					01-5530 · Recreatio...	-114.02	114.02
					01-5530 · Recreatio...	-47.93	47.93
					01-5134 · Dues and...	-116.23	116.23
					01-5134 · Dues and...	-110.32	110.32
					01-5135 · Advertising	-93.12	93.12
TOTAL						-634.62	634.62
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/08/2023</b>	<b>Empower</b>		<b>1000.01 · General ...</b>		<b>-1,144.38</b>
Bill	NOV1...	11/08/2023	Empower		01-2000 · Accounts...	0.00	-1,144.38
TOTAL						0.00	-1,144.38
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/10/2023</b>	<b>CEBT</b>		<b>1000.01 · General ...</b>		<b>-13,191.18</b>
Bill	00609...	11/16/2023	CEBT		01-2000 · Accounts...	0.00	-13,191.18
TOTAL						0.00	-13,191.18
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/20/2023</b>	<b>Samson Law Firm...</b>		<b>1000.01 · General ...</b>		<b>-4,150.00</b>
Bill	OCT	11/20/2023			01-5160 · Professio...	-575.00	575.00
					01-5160 · Professio...	-1,100.00	1,100.00
					01-5160 · Professio...	-900.00	900.00
					01-5160 · Professio...	-1,575.00	1,575.00
TOTAL						-4,150.00	4,150.00

**City of Creede; A Colorado Town**  
**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/20/2023</b>	<b>Amazon Capital S...</b>		<b>1000.01 · General ...</b>		<b>-1,279.17</b>
Bill	OCT/...	11/20/2023			01-5138 · Technolo...	-255.98	255.98
					01-5140 · Building ...	-400.12	400.12
					01-5138 · Technolo...	-41.97	41.97
					01-5140 · Building ...	-81.16	81.16
					01-5140 · Building ...	-59.99	59.99
					01-5131 · Office Su...	-96.46	96.46
					01-5350 · Vehicle ...	-16.15	16.15
					01-5340 · Repairs a...	-27.49	27.49
					01-5530 · Recreatio...	-213.89	213.89
					01-5530 · Recreatio...	-85.96	85.96
<b>TOTAL</b>						<b>-1,279.17</b>	<b>1,279.17</b>
<b>Paycheck</b>	<b>EFT</b>	<b>11/24/2023</b>	<b>Louis Fineberg</b>		<b>1000.01 · General ...</b>		<b>-2,683.54</b>
					01-8910 · Salary Ex...	-2,884.61	2,884.61
					01-8910 · Salary Ex...	-961.54	961.54
					01-8960 · Retireme...	-86.53	86.53
					01-8960 · Retireme...	-28.85	28.85
					01-2300 · Retireme...	115.38	-115.38
					01-2300 · Retireme...	115.38	-115.38
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-2101 · Federal t...	596.00	-596.00
					01-8950 · Payroll Tax	-178.84	178.84
					01-8950 · Payroll Tax	-59.62	59.62
					01-2103 · Fica/Med...	238.46	-238.46
					01-2102 · Fica/Med...	238.46	-238.46
					01-8950 · Payroll Tax	-41.83	41.83
					01-8950 · Payroll Tax	-13.94	13.94
					01-2103 · Fica/Med...	55.77	-55.77
					01-2102 · Fica/Med...	55.77	-55.77
					01-2104 · State wit...	157.00	-157.00
<b>TOTAL</b>						<b>-2,683.54</b>	<b>2,683.54</b>
<b>Paycheck</b>	<b>EFT</b>	<b>11/24/2023</b>	<b>Josie Bielenberg</b>		<b>1000.01 · General ...</b>		<b>-1,080.27</b>
					01-8910 · Salary Ex...	-1,442.31	1,442.31
					01-8910 · Salary Ex...	-480.77	480.77
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-2300 · Retireme...	57.69	-57.69
					01-8960 · Retireme...	-43.27	43.27
					01-8960 · Retireme...	-14.42	14.42
					01-2300 · Retireme...	57.69	-57.69
					01-2850 · Payroll Li...	432.00	-432.00
					01-2101 · Federal t...	139.00	-139.00
					01-8950 · Payroll Tax	-89.42	89.42
					01-8950 · Payroll Tax	-29.81	29.81
					01-2103 · Fica/Med...	119.23	-119.23
					01-2102 · Fica/Med...	119.23	-119.23
					01-8950 · Payroll Tax	-20.92	20.92
					01-8950 · Payroll Tax	-6.97	6.97
					01-2103 · Fica/Med...	27.89	-27.89
					01-2102 · Fica/Med...	27.89	-27.89
					01-2104 · State wit...	67.00	-67.00
<b>TOTAL</b>						<b>-1,080.27</b>	<b>1,080.27</b>

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## City of Creede; A Colorado Town Check Detail November 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	EFT	11/24/2023	Treva Crenshaw		1000.01 · General ...		-991.61
				01-8910 · Salary Ex...		-1,153.84	1,153.84
				01-8910 · Salary Ex...		-384.62	384.62
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-2300 · Retireme...		46.15	-46.15
				01-8960 · Retireme...		-34.61	34.61
				01-8960 · Retireme...		-11.54	11.54
				01-2300 · Retireme...		46.15	-46.15
				01-2850 · Payroll Li...		333.00	-333.00
				01-8950 · Payroll Tax		-71.54	71.54
				01-8950 · Payroll Tax		-23.85	23.85
				01-2103 · Fica/Med...		95.39	-95.39
				01-2102 · Fica/Med...		95.39	-95.39
				01-8950 · Payroll Tax		-16.73	16.73
				01-8950 · Payroll Tax		-5.58	5.58
				01-2103 · Fica/Med...		22.31	-22.31
				01-2102 · Fica/Med...		22.31	-22.31
				01-2104 · State wit...		50.00	-50.00
				01-8950 · Payroll Tax		-2.31	2.31
				01-8950 · Payroll Tax		-0.77	0.77
				01-2108 · Suta tax ...		3.08	-3.08
TOTAL						-991.61	991.61
Paycheck	EFT	11/24/2023	Kathryn Short Ash		1000.01 · General ...		-1,493.27
				01-8910 · Salary Ex...		-1,923.08	1,923.08
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-8960 · Retireme...		-57.69	57.69
				01-2300 · Retireme...		57.69	-57.69
				01-2300 · Retireme...		57.69	-57.69
				01-8910 · Salary Ex...		-20.00	20.00
				01-2850 · Payroll Li...		20.00	-20.00
				01-2101 · Federal t...		151.00	-151.00
				01-8950 · Payroll Tax		-119.24	119.24
				01-2103 · Fica/Med...		119.24	-119.24
				01-2102 · Fica/Med...		119.24	-119.24
				01-8950 · Payroll Tax		-27.88	27.88
				01-2103 · Fica/Med...		27.88	-27.88
				01-2102 · Fica/Med...		27.88	-27.88
				01-2104 · State wit...		74.00	-74.00
TOTAL						-1,493.27	1,493.27
Paycheck	EFT	11/24/2023	Kristeen M Lopez		1000.01 · General ...		-1,148.57
				01-8910 · Salary Ex...		-1,538.46	1,538.46
				01-8910 · Salary Ex...		-462.00	462.00
				01-2850 · Payroll Li...		462.00	-462.00
				01-8910 · Salary Ex...		-2.80	2.80
				01-2850 · Payroll Li...		2.80	-2.80
				01-2150 · Aflac Lia...		52.44	-52.44
				01-2150 · Aflac Lia...		3.12	-3.12
				01-2850 · Payroll Li...		77.50	-77.50
				01-2300 · Retireme...		46.15	-46.15
				01-8960 · Retireme...		-46.15	46.15
				01-2300 · Retireme...		46.15	-46.15
				01-2101 · Federal t...		41.00	-41.00
				01-8950 · Payroll Tax		-92.13	92.13

**City of Creede; A Colorado Town  
Check Detail  
November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-2103 · Fica/Med...	92.13	-92.13
					01-2102 · Fica/Med...	92.13	-92.13
					01-8950 · Payroll Tax	-21.55	21.55
					01-2103 · Fica/Med...	21.55	-21.55
					01-2102 · Fica/Med...	21.55	-21.55
					01-2104 · State wit...	56.00	-56.00
TOTAL						-1,148.57	1,148.57
<b>Paycheck</b>	<b>EFT</b>	<b>11/24/2023</b>	<b>Walter S Johnson</b>		<b>1000.01 · General ...</b>		<b>-2,184.09</b>
					01-8910 · Salary Ex...	-1,538.46	1,538.46
					01-8910 · Salary Ex...	-1,538.46	1,538.46
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-2300 · Retireme...	92.31	-92.31
					01-8960 · Retireme...	-46.15	46.15
					01-8960 · Retireme...	-46.16	46.16
					01-2300 · Retireme...	92.31	-92.31
					01-2150 · Aflac Lia...	57.06	-57.06
					01-2150 · Aflac Lia...	52.44	-52.44
					01-2101 · Federal t...	346.00	-346.00
					01-8950 · Payroll Tax	-93.62	93.62
					01-8950 · Payroll Tax	-93.62	93.62
					01-2103 · Fica/Med...	187.24	-187.24
					01-2102 · Fica/Med...	187.24	-187.24
					01-8950 · Payroll Tax	-21.89	21.89
					01-8950 · Payroll Tax	-21.89	21.89
					01-2103 · Fica/Med...	43.78	-43.78
					01-2102 · Fica/Med...	43.78	-43.78
					01-2104 · State wit...	114.00	-114.00
TOTAL						-2,184.09	2,184.09
<b>Paycheck</b>	<b>EFT</b>	<b>11/24/2023</b>	<b>David Pagnotta</b>		<b>1000.01 · General ...</b>		<b>-1,671.73</b>
					01-8910 · Salary Ex...	-865.44	865.44
					01-8910 · Salary Ex...	-865.44	865.44
					01-8910 · Salary Ex...	-67.91	67.91
					01-8910 · Salary Ex...	-67.91	67.91
					01-8910 · Salary Ex...	-96.16	96.16
					01-8910 · Salary Ex...	-96.16	96.16
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-2300 · Retireme...	61.77	-61.77
					01-8960 · Retireme...	-30.88	30.88
					01-8960 · Retireme...	-30.89	30.89
					01-2300 · Retireme...	61.77	-61.77
					01-2101 · Federal t...	95.00	-95.00
					01-8950 · Payroll Tax	-63.83	63.83
					01-8950 · Payroll Tax	-63.83	63.83
					01-2103 · Fica/Med...	127.66	-127.66
					01-2102 · Fica/Med...	127.66	-127.66
					01-8950 · Payroll Tax	-14.93	14.93
					01-8950 · Payroll Tax	-14.93	14.93
					01-2103 · Fica/Med...	29.86	-29.86
					01-2102 · Fica/Med...	29.86	-29.86
					01-8910 · Salary Ex...	-6.18	6.18
					01-8910 · Salary Ex...	-6.18	6.18

## City of Creede; A Colorado Town Check Detail November 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-2107 · Futa pay...	12.36	-12.36
					01-2104 · State wit...	73.00	-73.00
TOTAL						-1,671.73	1,671.73
<b>Paycheck</b>	<b>EFT</b>	<b>11/24/2023</b>	<b>Charles A Pilant</b>		<b>1000.01 · General ...</b>		<b>-1,276.46</b>
					01-8910 · Salary Ex...	-730.74	730.74
					01-8910 · Salary Ex...	-730.74	730.74
					01-8910 · Salary Ex...	-72.13	72.13
					01-8910 · Salary Ex...	-72.13	72.13
					01-8910 · Salary Ex...	-38.46	38.46
					01-8910 · Salary Ex...	-38.46	38.46
					01-2300 · Retireme...	50.48	-50.48
					01-8960 · Retireme...	-25.24	25.24
					01-8960 · Retireme...	-25.24	25.24
					01-2300 · Retireme...	50.48	-50.48
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-2101 · Federal t...	163.00	-163.00
					01-8950 · Payroll Tax	-52.16	52.16
					01-8950 · Payroll Tax	-52.16	52.16
					01-2103 · Fica/Med...	104.32	-104.32
					01-2102 · Fica/Med...	104.32	-104.32
					01-8950 · Payroll Tax	-12.20	12.20
					01-8950 · Payroll Tax	-12.20	12.20
					01-2103 · Fica/Med...	24.40	-24.40
					01-2102 · Fica/Med...	24.40	-24.40
					01-2104 · State wit...	64.00	-64.00
TOTAL						-1,276.46	1,276.46
<b>Paycheck</b>	<b>EFT</b>	<b>11/24/2023</b>	<b>Dustin Kyffin</b>		<b>1000.01 · General ...</b>		<b>-1,289.65</b>
					01-8910 · Salary Ex...	-769.20	769.20
					01-8910 · Salary Ex...	-769.20	769.20
					01-8910 · Salary Ex...	-54.33	54.33
					01-8910 · Salary Ex...	-54.33	54.33
					01-2300 · Retireme...	49.41	-49.41
					01-8910 · Salary Ex...	-462.00	462.00
					01-2850 · Payroll Li...	462.00	-462.00
					01-8910 · Salary Ex...	-2.80	2.80
					01-2850 · Payroll Li...	2.80	-2.80
					01-8960 · Retireme...	-24.70	24.70
					01-8960 · Retireme...	-24.71	24.71
					01-2300 · Retireme...	49.41	-49.41
					01-2101 · Federal t...	119.00	-119.00
					01-8950 · Payroll Tax	-51.06	51.06
					01-8950 · Payroll Tax	-51.06	51.06
					01-2103 · Fica/Med...	102.12	-102.12
					01-2102 · Fica/Med...	102.12	-102.12
					01-8950 · Payroll Tax	-11.94	11.94
					01-8950 · Payroll Tax	-11.94	11.94
					01-2103 · Fica/Med...	23.88	-23.88
					01-2102 · Fica/Med...	23.88	-23.88
					01-2104 · State wit...	63.00	-63.00
					01-8950 · Payroll Tax	-1.64	1.64
					01-8950 · Payroll Tax	-1.65	1.65
					01-2108 · Suta tax ...	3.29	-3.29
TOTAL						-1,289.65	1,289.65



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## City of Creede; A Colorado Town Check Detail November 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/27/2023</b>	<b>Empower</b>		<b>1000.01 · General ...</b>		<b>-1,154.06</b>
Bill	NOV2...	11/15/2023	Empower		01-2000 · Accounts...	0.00	-1,154.06
TOTAL						0.00	-1,154.06
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/28/2023</b>	<b>Bill Divvy Card</b>		<b>1000.01 · General ...</b>		<b>-1,475.37</b>
Bill	AutoD...	11/27/2023			01-519A · 2023 Par...	-154.89	154.89
					01-519A · 2023 Par...	-18.93	18.93
					-5331.1 · Holiday D...	-21.50	21.50
					01-5100 · Administr...	-34.16	34.16
					01-5138 · Technolo...	-123.48	123.48
					01-519A · 2023 Par...	-180.00	180.00
					01-5137 · Certificati...	-47.00	47.00
					01-5130 · Operatin...	-7.56	7.56
					01-5324 · Clothing/...	-234.85	234.85
					01-5324 · Clothing/...	-587.00	587.00
					01-5134 · Dues and...	-16.00	16.00
					01-5137 · Certificati...	-50.00	50.00
TOTAL						-1,475.37	1,475.37
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/28/2023</b>	<b>Rentricity Inc.</b>		<b>1000.01 · General ...</b>		<b>-45,600.00</b>
Bill	1224	11/28/2023			01-5191 · EIAF 932...	-45,600.00	45,600.00
TOTAL						-45,600.00	45,600.00
<b>Bill Pmt -Check</b>	<b>EFT</b>	<b>11/30/2023</b>	<b>Bill Divvy Card</b>		<b>1000.01 · General ...</b>		<b>-837.96</b>
Bill	AutoD...	11/30/2023			01-5130 · Operatin...	-837.96	837.96
TOTAL						-837.96	837.96
<b>Liability Check</b>	<b>E-pay</b>	<b>11/08/2023</b>	<b>United States Trea...</b>		<b>1000.01 · General ...</b>		<b>-4,546.22</b>
					01-2101 · Federal t...	-1,631.00	1,631.00
					01-2103 · Fica/Med...	-1,181.34	1,181.34
					01-2102 · Fica/Med...	-1,181.34	1,181.34
					01-2103 · Fica/Med...	-276.27	276.27
					01-2102 · Fica/Med...	-276.27	276.27
TOTAL						-4,546.22	4,546.22
<b>Liability Check</b>	<b>E-pay</b>	<b>11/08/2023</b>	<b>United States Trea...</b>		<b>1000.01 · General ...</b>		<b>-165.66</b>
					01-2103 · Fica/Med...	-67.15	67.15
					01-2102 · Fica/Med...	-67.15	67.15
					01-2103 · Fica/Med...	-15.68	15.68
					01-2102 · Fica/Med...	-15.68	15.68
TOTAL						-165.66	165.66

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**City of Creede; A Colorado Town**  
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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Liability Check</b>	<b>E-pay</b>	<b>11/21/2023</b>	<b>United States Trea...</b>		<b>1000.01 · General ...</b>		<b>-4,623.22</b>
				01-2101 · Federal t...		-1,650.00	1,650.00
				01-2103 · Fica/Med...		-1,204.84	1,204.84
				01-2102 · Fica/Med...		-1,204.84	1,204.84
				01-2103 · Fica/Med...		-281.77	281.77
				01-2102 · Fica/Med...		-281.77	281.77
<b>TOTAL</b>						<b>-4,623.22</b>	<b>4,623.22</b>
<b>Paycheck</b>	<b>14984</b>	<b>11/10/2023</b>	<b>Jase Laing</b>		<b>1000.01 · General ...</b>		<b>-83.12</b>
				01-8910 · Salary Ex...		-45.00	45.00
				01-8910 · Salary Ex...		-45.00	45.00
				01-8950 · Payroll Tax		-2.79	2.79
				01-8950 · Payroll Tax		-2.79	2.79
				01-2103 · Fica/Med...		5.58	-5.58
				01-2102 · Fica/Med...		5.58	-5.58
				01-8950 · Payroll Tax		-0.65	0.65
				01-8950 · Payroll Tax		-0.65	0.65
				01-2103 · Fica/Med...		1.30	-1.30
				01-2102 · Fica/Med...		1.30	-1.30
				01-8910 · Salary Ex...		-0.27	0.27
				01-8910 · Salary Ex...		-0.27	0.27
				01-2107 · Futa pay...		0.54	-0.54
				01-8950 · Payroll Tax		-0.09	0.09
				01-8950 · Payroll Tax		-0.09	0.09
				01-2108 · Suta tax ...		0.18	-0.18
<b>TOTAL</b>						<b>-83.12</b>	<b>83.12</b>
<b>Bill Pmt -Check</b>	<b>14985</b>	<b>11/17/2023</b>	<b>Creede Chamber ...</b>		<b>1000.01 · General ...</b>		<b>-33.51</b>
Bill		11/16/2023			5331.1 · Holiday D...	-33.51	33.51
<b>TOTAL</b>						<b>-33.51</b>	<b>33.51</b>
<b>Bill Pmt -Check</b>	<b>14986</b>	<b>11/17/2023</b>	<b>David Pagnotta - V</b>		<b>1000.01 · General ...</b>		<b>-127.06</b>
Bill	Big - ...	10/31/2023			01-5324 · Clothing/...	-127.06	127.06
<b>TOTAL</b>						<b>-127.06</b>	<b>127.06</b>
<b>Bill Pmt -Check</b>	<b>14987</b>	<b>11/17/2023</b>	<b>Gobin's Inc.</b>		<b>1000.01 · General ...</b>		<b>-260.87</b>
Bill	AR41...	11/17/2023			01-5131 · Office Su...	-260.87	260.87
<b>TOTAL</b>						<b>-260.87</b>	<b>260.87</b>
<b>Bill Pmt -Check</b>	<b>14988</b>	<b>11/17/2023</b>	<b>Kentucky Belle Ma...</b>		<b>1000.01 · General ...</b>		<b>-510.67</b>
Bill	OCT ...	11/16/2023			01-519A · 2023 Par...	-12.76	12.76
					01-519A · 2023 Par...	-32.35	32.35
					01-519A · 2023 Par...	-9.00	9.00
					01-519A · 2023 Par...	-28.71	28.71
					01-519A · 2023 Par...	-70.20	70.20
					01-519A · 2023 Par...	-7.05	7.05
					01-519A · 2023 Par...	-19.47	19.47
					01-519A · 2023 Par...	-11.15	11.15
					01-519A · 2023 Par...	-17.34	17.34
					01-519A · 2023 Par...	-6.38	6.38
					01-519A · 2023 Par...	-11.93	11.93
					01-519A · 2023 Par...	-10.05	10.05
					01-519A · 2023 Par...	-75.76	75.76

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-519A · 2023 Par...	-45.82	45.82
					01-519A · 2023 Par...	-23.65	23.65
					01-519A · 2023 Par...	-16.47	16.47
					01-519A · 2023 Par...	-43.96	43.96
					01-519A · 2023 Par...	-26.75	26.75
					01-5542 · Gym Mis...	-41.87	41.87
TOTAL						-510.67	510.67
<b>Bill Pmt -Check</b>	<b>14989</b>	<b>11/17/2023</b>	<b>Lyons Gaddis</b>		<b>1000.01 · General ...</b>		<b>-3,534.00</b>
Bill	2	11/16/2023			01-5160 · Professio...	-3,534.00	3,534.00
TOTAL						-3,534.00	3,534.00
<b>Bill Pmt -Check</b>	<b>14990</b>	<b>11/17/2023</b>	<b>McPherson, Good...</b>		<b>1000.01 · General ...</b>		<b>-951.00</b>
Bill	60709	11/17/2023			01-5160 · Professio...	-430.00	430.00
					01-5160 · Professio...	-476.00	476.00
					01-5160 · Professio...	-45.00	45.00
TOTAL						-951.00	951.00
<b>Bill Pmt -Check</b>	<b>14991</b>	<b>11/17/2023</b>	<b>Monte Vista Coop...</b>		<b>1000.01 · General ...</b>		<b>-20.00</b>
Bill		11/17/2023			01-5382 · Propane	-20.00	20.00
TOTAL						-20.00	20.00
<b>Bill Pmt -Check</b>	<b>14992</b>	<b>11/17/2023</b>	<b>San Luis Valley C...</b>		<b>1000.01 · General ...</b>		<b>-802.00</b>
Bill	COG ...	11/17/2023			01-5134 · Dues and...	-802.00	802.00
TOTAL						-802.00	802.00
<b>Bill Pmt -Check</b>	<b>14993</b>	<b>11/17/2023</b>	<b>Timberbuck Hard...</b>		<b>1000.01 · General ...</b>		<b>-337.99</b>
Bill	OCT ...	11/16/2023			01-5131 · Office Su...	-11.99	11.99
					01-5131 · Office Su...	-31.99	31.99
					01-5131 · Office Su...	-24.98	24.98
					01-5450 · Park Mai...	-7.97	7.97
					01-5450 · Park Mai...	-9.29	9.29
					01-5450 · Park Mai...	-0.19	0.19
					01-5340 · Repairs a...	-0.99	0.99
					01-5450 · Park Mai...	-1.64	1.64
					01-5340 · Repairs a...	-3.97	3.97
					01-5340 · Repairs a...	-4.49	4.49
					01-5340 · Repairs a...	-37.98	37.98
					01-5340 · Repairs a...	-13.78	13.78
					01-5352 · Fuel/Oil ...	-32.99	32.99
					01-5330 · Operatin...	-36.99	36.99
					01-5330 · Operatin...	-14.58	14.58
					01-5350 · Vehicle ...	-3.19	3.19
					01-5340 · Repairs a...	-66.98	66.98
					01-5340 · Repairs a...	-31.80	31.80
					01-5450 · Park Mai...	-2.20	2.20
TOTAL						-337.99	337.99
<b>Bill Pmt -Check</b>	<b>14994</b>	<b>11/17/2023</b>	<b>Ventura Flooring</b>		<b>1000.01 · General ...</b>		<b>-2,885.00</b>
Bill		11/17/2023			01-5542 · Gym Mis...	-2,885.00	2,885.00
TOTAL						-2,885.00	2,885.00

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>14995</b>	<b>11/17/2023</b>	<b>WSB Computer C...</b>		<b>1000.01 · General ...</b>		<b>-67.00</b>
Bill	89918	11/17/2023			01-5160 · Professio...	-67.00	67.00
TOTAL						-67.00	67.00
<b>Paycheck</b>	<b>14996</b>	<b>11/24/2023</b>	<b>Jase Laing</b>		<b>1000.01 · General ...</b>		<b>-173.54</b>
					01-8910 · Salary Ex...	-94.50	94.50
					01-8910 · Salary Ex...	-94.50	94.50
					01-8950 · Payroll Tax	-5.86	5.86
					01-8950 · Payroll Tax	-5.86	5.86
					01-2103 · Fica/Med...	11.72	-11.72
					01-2102 · Fica/Med...	11.72	-11.72
					01-8950 · Payroll Tax	-1.37	1.37
					01-8950 · Payroll Tax	-1.37	1.37
					01-2103 · Fica/Med...	2.74	-2.74
					01-2102 · Fica/Med...	2.74	-2.74
					01-8910 · Salary Ex...	-0.56	0.56
					01-8910 · Salary Ex...	-0.57	0.57
					01-2107 · Futa pay...	1.13	-1.13
					01-2104 · State wit...	1.00	-1.00
					01-8950 · Payroll Tax	-0.19	0.19
					01-8950 · Payroll Tax	-0.19	0.19
					01-2108 · Suta tax ...	0.38	-0.38
TOTAL						-173.54	173.54
<b>Paycheck</b>	<b>14997</b>	<b>11/24/2023</b>	<b>Kelvin Walker</b>		<b>1000.01 · General ...</b>		<b>-109.16</b>
					01-8910 · Salary Ex...	-59.10	59.10
					01-8910 · Salary Ex...	-59.10	59.10
					01-8950 · Payroll Tax	-3.66	3.66
					01-8950 · Payroll Tax	-3.67	3.67
					01-2103 · Fica/Med...	7.33	-7.33
					01-2102 · Fica/Med...	7.33	-7.33
					01-8950 · Payroll Tax	-0.85	0.85
					01-8950 · Payroll Tax	-0.86	0.86
					01-2103 · Fica/Med...	1.71	-1.71
					01-2102 · Fica/Med...	1.71	-1.71
					01-8950 · Payroll Tax	-0.12	0.12
					01-8950 · Payroll Tax	-0.12	0.12
					01-2108 · Suta tax ...	0.24	-0.24
TOTAL						-109.16	109.16
<b>Bill Pmt -Check</b>	<b>14998</b>	<b>11/21/2023</b>	<b>NAPA Auto Parts -...</b>		<b>1000.01 · General ...</b>		<b>-910.94</b>
Bill		10/12/2023			01-5352 · Fuel/Oil ...	-17.49	17.49
Bill		11/21/2023			01-5350 · Vehicle ...	-168.64	168.64
Bill		11/21/2023			01-5350 · Vehicle ...	-18.76	18.76
Bill		11/21/2023			01-5352 · Fuel/Oil ...	-266.91	266.91
Bill	644326	11/21/2023			01-5350 · Vehicle ...	-63.98	63.98
					01-5350 · Vehicle ...	-353.37	353.37
Bill	664345	11/21/2023			01-5350 · Vehicle ...	-21.79	26.49
Bill		11/21/2023	NAPA Auto Parts - ...		01-2000 · Accounts...	0.00	-12.79
TOTAL						-910.94	902.85
<b>Bill Pmt -Check</b>	<b>15000</b>	<b>11/30/2023</b>	<b>Gobin's Inc.</b>		<b>1000.01 · General ...</b>		<b>-89.53</b>
Bill	AR41...	11/28/2023			01-5131 · Office Su...	-89.53	89.53
TOTAL						-89.53	89.53

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**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>15001</b>	<b>11/30/2023</b>	<b>GreatAmerica Fin...</b>		<b>1000.01 · General ...</b>		<b>-131.60</b>
Bill	35226...	11/29/2023			01-5160 · Professio...	-131.60	131.60
TOTAL						-131.60	131.60
<b>Bill Pmt -Check</b>	<b>15002</b>	<b>11/30/2023</b>	<b>Industrial &amp; Farm ...</b>		<b>1000.01 · General ...</b>		<b>-190.86</b>
Bill	150722	11/28/2023			01-5350 · Vehicle ...	-190.86	190.86
TOTAL						-190.86	190.86
<b>Bill Pmt -Check</b>	<b>15003</b>	<b>11/30/2023</b>	<b>Monte Vista Coop...</b>		<b>1000.01 · General ...</b>		<b>-3,129.82</b>
Bill	Mulitple	11/30/2023			01-5382 · Propane	-521.18	521.18
					01-5382 · Propane	-225.41	225.41
					01-5541 · Gym Utili...	-2,383.23	2,383.23
TOTAL						-3,129.82	3,129.82
<b>Bill Pmt -Check</b>	<b>15004</b>	<b>11/30/2023</b>	<b>Moses, Wittemyer,...</b>		<b>1000.01 · General ...</b>		<b>-2,821.00</b>
Bill	15784	11/29/2023			01-5160 · Professio...	-2,821.00	2,821.00
TOTAL						-2,821.00	2,821.00
<b>Bill Pmt -Check</b>	<b>15005</b>	<b>11/30/2023</b>	<b>SLVDRG</b>		<b>1000.01 · General ...</b>		<b>-389.78</b>
Bill		11/27/2023			01-5170 · Travel	-389.78	389.78
TOTAL						-389.78	389.78
<b>Bill Pmt -Check</b>	<b>15006</b>	<b>11/30/2023</b>	<b>South Fork Equip...</b>		<b>1000.01 · General ...</b>		<b>-964.00</b>
Bill	714	11/17/2023			-5331.1 · Holiday D...	-964.00	964.00
TOTAL						-964.00	964.00
<b>Bill Pmt -Check</b>	<b>15007</b>	<b>11/30/2023</b>	<b>UNCC</b>		<b>1000.01 · General ...</b>		<b>-41.78</b>
Bill	22310...	11/28/2023			01-5370 · Streets a...	-9.03	9.03
					01-5370 · Streets a...	-32.75	32.75
TOTAL						-41.78	41.78
<b>Bill Pmt -Check</b>	<b>15008</b>	<b>11/30/2023</b>	<b>World Fuel Servic...</b>		<b>1000.01 · General ...</b>		<b>-647.70</b>
Bill	26200...	11/28/2023			01-5352 · Fuel/Oil ...	-210.20	210.20
					01-5352 · Fuel/Oil ...	-391.72	391.72
					01-5352 · Fuel/Oil ...	-5.78	5.78
					01-5352 · Fuel/Oil ...	-40.00	40.00
TOTAL						-647.70	647.70
<b>Bill Pmt -Check</b>	<b>15009</b>	<b>11/30/2023</b>	<b>WSB Computer C...</b>		<b>1000.01 · General ...</b>		<b>-708.00</b>
Bill	89965	11/28/2023			01-5160 · Professio...	-600.00	600.00
					01-5160 · Professio...	-108.00	108.00
TOTAL						-708.00	708.00

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12/06/23

**City of Creede; A Colorado Town**  
**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>15010</b>	<b>11/30/2023</b>	<b>Central Square Te...</b>		<b>1000.01 · General ...</b>		<b>-900.00</b>
Bill	397807	11/30/2023			01-5380 · Utilities	-900.00	900.00
TOTAL						-900.00	900.00
<b>Paycheck</b>	<b>15011</b>	<b>11/30/2023</b>	<b>Vanessa Miller</b>		<b>1000.01 · General ...</b>		<b>-166.23</b>
					01-8910 · Salary Ex...	-180.00	180.00
					01-8950 · Payroll Tax	-11.16	11.16
					01-2103 · Fica/Med...	11.16	-11.16
					01-2102 · Fica/Med...	11.16	-11.16
					01-8950 · Payroll Tax	-2.61	2.61
					01-2103 · Fica/Med...	2.61	-2.61
					01-2102 · Fica/Med...	2.61	-2.61
					01-8950 · Payroll Tax	-0.36	0.36
					01-2108 · Suta tax ...	0.36	-0.36
TOTAL						-166.23	166.23
<b>Bill Pmt -Check</b>	<b>15012</b>	<b>11/30/2023</b>	<b>WSB Computer C...</b>		<b>1000.01 · General ...</b>		<b>-696.00</b>
Bill	88534	11/30/2023			01-5160 · Professio...	-600.00	600.00
					01-5160 · Professio...	-96.00	96.00
TOTAL						-696.00	696.00

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12/06/23

**City of Creede - Water & Sewer Fund**  
**Check Detail**  
**November 2023**

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>		<b>11/30/2023</b>	<b>Bill Divvy Card</b>		<b>05-1000 · W/S Cas...</b>		<b>-572.74</b>
Bill	Auto ...	11/27/2023			05-5320 · Postage 05-5920 · Water	-255.00 -317.74	255.00 317.74
TOTAL						-572.74	572.74
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/01/2023</b>	<b>Samson Law Firm...</b>		<b>05-1000 · W/S Cas...</b>		<b>-175.00</b>
Bill	OCT2...	10/17/2023			05-5600 · W/S Prof...	-175.00	175.00
TOTAL						-175.00	175.00
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>11/01/2023</b>	<b>SLVREC</b>		<b>05-1000 · W/S Cas...</b>		<b>-4,312.00</b>
Bill	NOV2...	10/23/2023			05-5810 · Electricit... 05-5860 · Electricit...	-999.00 -3,313.00	999.00 3,313.00
TOTAL						-4,312.00	4,312.00
<b>Bill Pmt -Check</b>	<b>4567</b>	<b>11/02/2023</b>	<b>Sarah Antonelli</b>		<b>05-1000 · W/S Cas...</b>		<b>-34.11</b>
Bill		11/02/2023			05-5930 · Miscellan...	-34.11	34.11
TOTAL						-34.11	34.11
<b>Bill Pmt -Check</b>	<b>4568</b>	<b>11/17/2023</b>	<b>Southern Colorad...</b>		<b>05-1000 · W/S Cas...</b>		<b>-3,798.00</b>
Bill	MANY	11/09/2023			05-5600 · W/S Prof... 05-5600 · W/S Prof... 05-5600 · W/S Prof... 05-5600 · W/S Prof... 05-5600 · W/S Prof...	-848.00 -710.00 -710.00 -890.00 -640.00	848.00 710.00 710.00 890.00 640.00
TOTAL						-3,798.00	3,798.00
<b>Bill Pmt -Check</b>	<b>4569</b>	<b>11/17/2023</b>	<b>Tomkins Hardwar...</b>		<b>05-1000 · W/S Cas...</b>		<b>-245.19</b>
Bill	OCT ...	11/17/2023			05-5411 · Wastewa... 05-5411 · Wastewa... 05-5411 · Wastewa... 05-5411 · Wastewa... 05-5411 · Wastewa... 05-5411 · Wastewa... 05-5412 · Water Re... 05-5412 · Water Re... 05-5412 · Water Re...	-15.07 -0.95 -26.73 -6.55 -24.00 -77.47 -53.95 -11.99 -28.48	15.07 0.95 26.73 6.55 24.00 77.47 53.95 11.99 28.48
TOTAL						-245.19	245.19
<b>Bill Pmt -Check</b>	<b>4571</b>	<b>11/30/2023</b>	<b>Southwestern Sys...</b>		<b>05-1000 · W/S Cas...</b>		<b>-4,452.48</b>
Bill	203262	11/30/2023			05-5411 · Wastewa...	-4,452.48	4,452.48
TOTAL						-4,452.48	4,452.48

City of Creede - Water & Sewer Fund

Check Detail

November 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>4572</b>	<b>11/30/2023</b>	<b>USA Blue Book</b>		<b>05-1000 · W/S Cas...</b>		<b>-3,803.10</b>
Bill	00199...	11/30/2023			05-5411 · Wastewa...	-278.42	278.42
Bill	00196...	11/30/2023			05-5411 · Wastewa...	-278.42	278.42
Bill	00197...	11/30/2023			05-5411 · Wastewa...	-278.42	278.42
Bill	00202...	11/30/2023			05-5411 · Wastewa...	-278.24	278.24
Bill	00174...	11/30/2023			05-5411 · Wastewa...	-1,028.39	1,028.39
Bill	00179...	11/30/2023			05-5411 · Wastewa...	-278.42	278.42
Bill	00183...	11/30/2023			05-5411 · Wastewa...	-74.97	74.97
Bill	00189...	11/30/2023			05-5411 · Wastewa...	-278.62	278.62
Bill	00061...	11/30/2023			05-5411 · Wastewa...	-910.02	910.02
Bill	00065...	11/30/2023			05-5411 · Wastewa...	-54.50	54.50
Bill	SC2291	11/30/2023			05-5411 · Wastewa...	-30.70	30.70
Bill	00031...	11/30/2023			05-5411 · Wastewa...	-33.98	33.98
<b>TOTAL</b>						<b>-3,803.10</b>	<b>3,803.10</b>



## City Sales Tax Revenue 2022 vs. 2023

General Fund - 1/4 (25%)

Total

	2022	2023		2022	2023
Jan	\$ 10,247.20	\$ 9,733.75		\$ 40,988.80	\$ 38,935.00
Feb	\$ 10,377.25	\$ 11,070.48		\$ 41,509.00	\$ 44,161.92
Mar	\$ 7,339.75	\$ 5,496.63		\$ 29,359.00	\$ 21,986.52
Apr	\$ 7,577.80	\$ 8,101.89		\$ 30,311.20	\$ 32,407.56
May	\$ 9,252.17	\$ 9,527.98		\$ 37,008.68	\$ 38,111.92
Jun	\$ 8,193.10	\$ 9,040.99		\$ 32,772.40	\$ 36,163.96
Jul	\$ 31,778.78	\$ 14,145.76		\$ 127,115.12	\$ 56,583.04
Aug	\$ 12,375.86	\$ 29,168.81		\$ 49,503.44	\$ 116,675.24
Sept	\$ 32,688.27	\$ 38,547.47		\$ 130,753.08	\$ 154,189.88
Oct	\$ 25,030.63	\$ 24,354.43		\$ 100,122.52	\$ 97,417.72
Nov	\$ 23,112.50	\$ 28,680.51		\$ 92,450.00	\$ 114,722.04
Dec	\$ 17,607.87	\$ 17,607.87		\$ 70,431.48	\$ 70,431.48
<b>Total</b>	<b>\$ 195,581.18</b>	<b>\$ 205,476.57</b>		<b>\$ 782,324.72</b>	<b>\$ 821,786.28</b>

Dec 2023 is an estimate

## County Sales Tax Revenue 2022 vs. 2023

	2022			2023	
	Sales Tax	Total Tax		Sales Tax	Total Tax
Jan	\$ 12,898.37	\$ 14,064.91		\$ 16,941.55	\$ 31,539.15
Feb	\$ 19,016.91	\$ 47,705.72		\$ 21,006.43	\$ 43,236.25
Mar	\$ 14,549.93	\$ 34,862.60		\$ 15,570.43	\$ 23,448.93
Apr	\$ 16,545.90	\$ 53,690.87		\$ 19,142.76	\$ 42,111.91
May	\$ 18,091.11	\$ 31,413.15		\$ 19,565.75	\$ 35,075.49
Jun	\$ 12,070.50	\$ 33,443.74		\$ 12,945.98	\$ 31,725.98
Jul	\$ 14,813.45	\$ 16,286.95		\$ 19,450.77	\$ 25,134.76
Aug	\$ 34,068.80	\$ 35,537.65		\$ 37,720.70	\$ 39,063.97
Sep	\$ 42,118.83	\$ 43,259.84		\$ 49,028.85	\$ 50,342.74
Oct	\$ 36,088.89	\$ 37,706.64		\$ 38,480.90	\$ 39,754.14
Nov	\$ 30,916.50	\$ 31,704.90		\$ 28,486.89	\$ 29,887.44
Dec	\$ 18,732.07	\$ 19,742.57			
<b>Total</b>	<b>\$ 269,911.26</b>	<b>\$ 399,419.54</b>		<b>\$ 278,341.01</b>	<b>\$ 391,320.76</b>

**City of Creede; A Colorado Town  
Profit & Loss Budget vs. Actual**

January through November 2023

	Jan - Nov 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
01-4100 - Tax Revenue				
01-4101 - Property Tax	101,932.64	105,416.66	-3,484.02	96.7%
01-4102 - Delinquent Tax	7.94	91.66	-83.72	8.7%
01-4103 - Interest on Tax	276.77	183.34	93.43	151.0%
01-4105 - Specific Ownership Tax	12,406.35	11,000.00	1,406.35	112.8%
01-4106 - Sales Tax				
01-4108 - 1/4 City Sales Tax	187,908.70	183,333.34	4,575.36	102.5%
01-4109 - County Sales Tax	270,384.40	183,333.33	87,051.07	147.5%
<b>Total 01-4106 - Sales Tax</b>	<b>458,293.10</b>	<b>366,666.67</b>	<b>91,626.43</b>	<b>125.0%</b>
01-4118 - Franchise Fee	37,731.58	32,083.33	5,648.25	117.6%
01-4100 - Tax Revenue - Other	1,735.98			
<b>Total 01-4100 - Tax Revenue</b>	<b>612,384.36</b>	<b>515,441.66</b>	<b>96,942.70</b>	<b>118.8%</b>
01-4200 - Recreation Department Income				
01-4201 - Parks & Recreation Income				
01-4211 - P&R Program Fees	8,968.00	11,000.00	-2,032.00	81.5%
01-4212 - P&R Donations	5,465.00	1,375.00	4,090.00	397.5%
<b>Total 01-4201 - Parks &amp; Recreation Income</b>	<b>14,433.00</b>	<b>12,375.00</b>	<b>2,058.00</b>	<b>116.6%</b>
01-4220 - Gym Income				
01-4221 - Gym Program Fees	11,419.00	11,000.00	419.00	103.8%
01-4222 - Gym Rental & Lease Income	2,505.00	916.67	1,588.33	273.3%
01-4223 - Gym Utility Reimbursements	15,750.00	18,333.33	-2,583.33	85.9%
01-4224 - Gym Donations	0.00	458.33	-458.33	0.0%
01-4220 - Gym Income - Other	155.00			
<b>Total 01-4220 - Gym Income</b>	<b>29,829.00</b>	<b>30,708.33</b>	<b>-879.33</b>	<b>97.1%</b>
01-4230 - Rec Miscellaneous Income	1,033.20	916.67	116.53	112.7%
<b>Total 01-4200 - Recreation Department Income</b>	<b>45,295.20</b>	<b>44,000.00</b>	<b>1,295.20</b>	<b>102.9%</b>
01-4300 - Cell Tower Lease Income	8,063.52	6,966.67	1,096.85	115.7%
01-4320 - Dividends	1,514.80			
01-4350 - Interest On Investments	401.79	7,500.00	-7,098.21	5.4%
01-4400 - Licenses and Permits				
01-4410 - Land Use Application	1,161.03	916.67	244.36	126.7%
01-4420 - Event Permits	1,005.00	1,375.00	-370.00	73.1%
01-4430 - Liquor Licenses	5,315.00	3,666.67	1,648.33	145.0%
01-4440 - Building Permits	11,066.88	4,583.33	6,483.55	241.5%
01-4450 - Building Use Tax	0.00	0.00	0.00	0.0%
<b>Total 01-4400 - Licenses and Permits</b>	<b>18,547.71</b>	<b>10,541.67</b>	<b>8,006.04</b>	<b>175.9%</b>
01-4500 - Intergovernmental Revenue				
01-4510 - Highway Users Tax	7,719.42	16,500.00	-8,780.58	46.8%
01-4520 - Motor Vehicle Sales Tax	1,183.20	687.50	495.70	172.1%
01-4530 - Cigarette Tax	1,404.74	900.00	504.74	156.1%
01-4540 - Motor Vehicle Fees	624.59	1,925.00	-1,300.41	32.4%
01-4550 - Severance Tax Distribution	0.00	12,000.00	-12,000.00	0.0%
01-4560 - Mineral Lease Royalty Payment	0.00	215.00	-215.00	0.0%
01-4570 - Road and Bridge	0.00	0.00	0.00	0.0%
<b>Total 01-4500 - Intergovernmental Revenue</b>	<b>10,931.95</b>	<b>32,227.50</b>	<b>-21,295.55</b>	<b>33.9%</b>
01-4600 - Miscellaneous Income				
01-4609 - Miscellaneous	-14,396.39	3,666.67	-18,063.06	-392.6%
01-4600 - Miscellaneous Income - Other	16,047.71			
<b>Total 01-4600 - Miscellaneous Income</b>	<b>1,651.32</b>	<b>3,666.67</b>	<b>-2,015.35</b>	<b>45.0%</b>
01-4700 - Grant Revenue				
01-4703 - EIAF09241 Early Learning Center	0.00			
01-4705 - EIAF-09326 Micro-Hydro Impl.	43,371.32			
01-4706 - COG Mini Grant - Warming Hut	5,000.00			
01-4709 - COG Grant LED Lighting	-7,114.64	6,521.75	-13,636.39	-109.1%
01-4700 - Grant Revenue - Other	53,218.63			
<b>Total 01-4700 - Grant Revenue</b>	<b>94,475.31</b>	<b>6,521.75</b>	<b>87,953.56</b>	<b>1,448.6%</b>
01-4725 - Tap Fees	2,750.00			
01-4740 - Miscellaneous W/S Revenue	2,070.10			
<b>Total Income</b>	<b>798,086.06</b>	<b>626,865.92</b>	<b>171,220.14</b>	<b>127.3%</b>
<b>Gross Profit</b>	<b>798,086.06</b>	<b>626,865.92</b>	<b>171,220.14</b>	<b>127.3%</b>
<b>Expense</b>				
01-5100 - Administrative Expenses				
01-5110 - Salaries	121,961.48	140,250.00	-18,288.52	87.0%
01-5120 - Taxes and Benefits				
01-5121 - Payroll Taxes	22,378.16	11,000.00	11,378.16	203.4%
01-5123 - Benefits	99,999.31	25,298.17	74,701.14	395.3%
01-5120 - Taxes and Benefits - Other	4,930.00			
<b>Total 01-5120 - Taxes and Benefits</b>	<b>127,307.47</b>	<b>36,298.17</b>	<b>91,009.30</b>	<b>350.7%</b>
01-5130 - Operating Expenses				
01-5131 - Office Supplies	7,061.28	5,500.00	1,561.28	128.4%
01-5132 - Postage	806.67	1,375.00	-568.33	58.7%
01-5133 - Telephone	7,123.21	7,333.33	-210.12	97.1%
01-5134 - Dues and Subscriptions	10,483.15	9,166.67	1,316.48	114.4%
01-5135 - Advertising	690.81	1,833.33	-1,142.52	37.7%
01-5137 - Certifications & Training	2,021.45	3,208.33	-1,186.88	63.0%
01-5138 - Technology	6,235.06	2,291.67	3,943.39	272.1%
01-5130 - Operating Expenses - Other	845.52			
<b>Total 01-5130 - Operating Expenses</b>	<b>35,267.15</b>	<b>30,708.33</b>	<b>4,558.82</b>	<b>114.8%</b>
01-5140 - Building and Plant	541.27			
01-5150 - Insurance	11,897.49	14,666.67	-2,769.18	81.1%
01-5160 - Professional Services	148,639.33	114,583.33	34,056.00	129.7%
01-5165 - Marketing	1,495.00	1,375.00	120.00	108.7%
01-5170 - Travel	4,241.96	2,750.00	1,491.96	154.3%
01-5171 - Board of Trustees' Salaries	12,850.34	18,333.33	-5,482.99	70.1%
01-5172 - Judicial	0.00	1,833.33	-1,833.33	0.0%
01-5173 - Elections	0.00	1,833.33	-1,833.33	0.0%
01-5174 - Treasurer's Fees	2,034.00	2,291.67	-257.67	88.8%

**City of Creede; A Colorado Town  
Profit & Loss Budget vs. Actual**

January through November 2023

	Jan - Nov 23	Budget	\$ Over Budget	% of Budget
<b>01-5180 · Grant Expenses</b>				
01-5185 · EIAF-9241 Early Learning Cen...	43,371.32			
01-5191 · EIAF 9326 Micro-Hydro Imple...	110,015.00			
01-519A · 2023 Parks&Rec GOCO	43,608.90			
<b>Total 01-5180 · Grant Expenses</b>	<b>196,995.22</b>			
<b>01-5200 · Miscellaneous Admin Expenses</b>	<b>3,132.93</b>	<b>4,583.33</b>	<b>-1,450.40</b>	<b>68.4%</b>
01-5100 · Administrative Expenses - Other	34.16			
<b>Total 01-5100 · Administrative Expenses</b>	<b>666,397.80</b>	<b>369,506.49</b>	<b>296,891.31</b>	<b>180.3%</b>
<b>01-5201 · Public Safety</b>				
01-5240 · Noxious Weed Control	0.00	3,000.00	-3,000.00	0.0%
01-5250 · Emergency Management	0.00	10,000.00	-10,000.00	0.0%
<b>Total 01-5201 · Public Safety</b>	<b>0.00</b>	<b>13,000.00</b>	<b>-13,000.00</b>	<b>0.0%</b>
<b>01-5300 · Public Works</b>				
01-5310 · Salaries	89,121.08	116,416.67	-27,295.59	76.6%
01-5315 · Public Works Overtime Payroll	5,226.12	9,166.67	-3,940.55	57.0%
<b>01-5320 · Taxes and Benefits</b>				
01-5321 · Payroll Taxes	-492.91	8,887.08	-9,379.99	-5.5%
01-5323 · Benefits	22,528.96	31,417.39	-8,888.43	71.7%
<b>Total 01-5320 · Taxes and Benefits</b>	<b>22,036.05</b>	<b>40,304.47</b>	<b>-18,268.42</b>	<b>54.7%</b>
01-5324 · Clothing/Safety Equipment	2,050.00	2,750.00	-700.00	74.5%
<b>01-5330 · Operating Expenses</b>				
01-5331 · Operating Supplies				
-5331.1 · Holiday Decorations	3,459.89			
01-5331 · Operating Supplies - Other	3,967.53			
<b>Total 01-5331 · Operating Supplies</b>	<b>7,427.42</b>			
01-5330 · Operating Expenses - Other	1,556.65	4,583.33	-3,026.68	34.0%
<b>Total 01-5330 · Operating Expenses</b>	<b>8,984.07</b>	<b>4,583.33</b>	<b>4,400.74</b>	<b>196.0%</b>
01-5340 · Repairs and Maintenance	3,524.80	22,916.67	-19,391.87	15.4%
<b>01-5350 · Vehicle Maintenance</b>				
01-5351 · Vehicle Registration	11.56	916.67	-905.11	1.3%
01-5350 · Vehicle Maintenance - Other	14,967.25	18,333.33	-3,366.08	81.6%
<b>Total 01-5350 · Vehicle Maintenance</b>	<b>14,978.81</b>	<b>19,250.00</b>	<b>-4,271.19</b>	<b>77.8%</b>
01-5352 · Fuel/Oil Changes	16,158.81	9,166.67	6,992.14	176.3%
<b>01-5370 · Streets and Alleys</b>				
01-5372 · Street Signs and Posts	2,287.66	4,583.33	-2,295.67	49.9%
01-5373 · New Backhoe Lease	0.00	18,333.33	-18,333.33	0.0%
01-5370 · Streets and Alleys - Other	2,049.65	22,916.67	-20,867.02	8.9%
<b>Total 01-5370 · Streets and Alleys</b>	<b>4,337.31</b>	<b>45,833.33</b>	<b>-41,496.02</b>	<b>9.5%</b>
<b>01-5380 · Utilities</b>				
01-5381 · Electricity	29,953.70	12,375.00	17,578.70	242.1%
01-5382 · Propane	13,586.37	9,166.67	4,419.70	148.2%
01-5383 · Trash Removal	547.57	916.67	-369.10	59.7%
01-5384 · Internet	1,422.29	1,833.33	-411.04	77.6%
01-53D0 · InternetDUP	202.38			
01-53D1 · Trash RemovalDUP	-85.40			
01-5380 · Utilities - Other	2,923.53			
<b>Total 01-5380 · Utilities</b>	<b>48,550.44</b>	<b>24,291.67</b>	<b>24,258.77</b>	<b>199.9%</b>
01-5390 · Miscellaneous	-17,829.43	1,833.33	-19,662.76	-972.5%
<b>Total 01-5300 · Public Works</b>	<b>197,138.06</b>	<b>296,512.81</b>	<b>-99,374.75</b>	<b>66.5%</b>
<b>01-5400 · Parks &amp; Custodial</b>				
01-5450 · Park Maintenance	10,732.92	9,166.67	1,566.25	117.1%
01-5451 · Park Electricity	3,040.00	2,750.00	290.00	110.5%
<b>Total 01-5400 · Parks &amp; Custodial</b>	<b>13,772.92</b>	<b>11,916.67</b>	<b>1,856.25</b>	<b>115.6%</b>
<b>01-5500 · Recreation</b>				
01-5510 · Recreation Salaries	83,359.47	82,500.00	859.47	101.0%
<b>01-5520 · Recreation Taxes &amp; Benefits</b>				
01-5521 · Payroll Taxes	6,317.10	5,703.77	613.33	110.8%
01-5523 · Benefits	43,307.86	31,103.60	12,204.26	139.2%
<b>Total 01-5520 · Recreation Taxes &amp; Benefits</b>	<b>49,624.96</b>	<b>36,807.37</b>	<b>12,817.59</b>	<b>134.8%</b>
01-5530 · Recreation Expenses	14,136.97	14,666.67	-529.70	96.4%
<b>01-5540 · Gym</b>				
01-5541 · Gym Utilities	23,440.48	27,500.00	-4,059.52	85.2%
01-5542 · Gym Misc Expenses	8,110.30			
01-5540 · Gym - Other	100.98			
<b>Total 01-5540 · Gym</b>	<b>31,651.76</b>	<b>27,500.00</b>	<b>4,151.76</b>	<b>115.1%</b>
<b>Total 01-5500 · Recreation</b>	<b>178,773.16</b>	<b>161,474.04</b>	<b>17,299.12</b>	<b>110.7%</b>
<b>01-8900 · PERSONNEL COSTS</b>				
01-8910 · Salary Expenses	501,775.96			
01-8950 · Payroll Tax	35,999.27			
01-8960 · Retirement Expense	12,444.40			
01-8970 · Benefit Insurance Expense	69,899.15			
01-8990 · Reclass to Functions	-619,110.87			
<b>Total 01-8900 · PERSONNEL COSTS</b>	<b>1,007.91</b>			
<b>Total Expense</b>	<b>1,057,089.85</b>	<b>852,410.01</b>	<b>204,679.84</b>	<b>124.0%</b>
<b>Net Ordinary Income</b>	<b>-259,003.79</b>	<b>-225,544.09</b>	<b>-33,459.70</b>	<b>114.8%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
01-9810 · Transfer In - VC - Parks	10,000.00	10,000.00	0.00	100.0%
01-9820 · Transfer In - VC - Recreation	40,000.00	40,000.00	0.00	100.0%
01-9830 · Transfer In - CIF	20,000.00	20,000.00	0.00	100.0%
<b>Total Other Income</b>	<b>70,000.00</b>	<b>70,000.00</b>	<b>0.00</b>	<b>100.0%</b>

**City of Creede; A Colorado Town  
Profit & Loss Budget vs. Actual**

January through November 2023

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	Jan - Nov 23	Budget	\$ Over Budget	% of Budget
Other Expense				
01-9999 - Suspense/Ask My Accountant	-90,619.05			
<b>Total Other Expense</b>	<b>-90,619.05</b>			
<b>Net Other Income</b>	<b>160,619.05</b>	<b>70,000.00</b>	<b>90,619.05</b>	<b>229.5%</b>
<b>Net Income</b>	<b>-98,384.74</b>	<b>-155,544.09</b>	<b>57,159.35</b>	<b>63.3%</b>

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## City of Creede - Water & Sewer Fund Profit & Loss Budget vs. Actual

January through November 2023

	Jan - Nov 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
05-4050 · Water Lease	16,404.70	18,333.33	-1,928.63	89.5%
05-4100 · Water Revenue	201,013.04	201,666.67	-653.63	99.7%
05-4200 · Sewer Revenue	29,791.91	96,250.00	-66,458.09	31.0%
05-4300 · Tap Fees	20,204.18	11,000.00	9,204.18	183.7%
05-4400 · Drainage Assessments	2,425.08	8,250.00	-5,824.92	29.4%
05-4500 · Miscellaneous W/S Revenue	27,081.74	10,541.67	16,540.07	256.9%
05-4505 · Grants				
05-4508 · EIAF9221 Water Mont. Improv.	24,896.47			
05-4509 · EIAF9334 Wastewater Phase 1	17,489.65			
05-4515 · CDPHE Small Communities Grant	313,485.41			
<b>Total 05-4505 · Grants</b>	<b>355,871.53</b>			
05-4600 · W/S Finance Charge	0.00	2,566.67	-2,566.67	0.0%
05-4700 · W/S Interest Income	238.41	458.33	-219.92	52.0%
05-4800 · Water Meter Revenue	2,118.26	1,833.33	284.93	115.5%
05-4980 · Transfer In	110,192.65			
05-4990 · Other Revenue	65,407.67			
<b>Total Income</b>	<b>830,749.17</b>	<b>350,900.00</b>	<b>479,849.17</b>	<b>236.7%</b>
<b>Gross Profit</b>	<b>830,749.17</b>	<b>350,900.00</b>	<b>479,849.17</b>	<b>236.7%</b>
<b>Expense</b>				
05-5001 · Salaries				
05-5003 · Water/Sewer Salaries	142,722.35	121,000.00	21,722.35	118.0%
05-5004 · W/S Overtime	13,068.69	13,750.00	-681.31	95.0%
<b>Total 05-5001 · Salaries</b>	<b>155,791.04</b>	<b>134,750.00</b>	<b>21,041.04</b>	<b>115.6%</b>
05-5100 · Capital Improvements				
05-5104 · CWRPDA Rev. Loan- Sewer 2A/2B	87,953.80			
05-5105 · EIAF#9565 - Wastewater Phase 3	537.50			
05-5115 · CDPHE Small Communities Exp	-72,352.53			
05-5100 · Capital Improvements - Other	72,000.00			
<b>Total 05-5100 · Capital Improvements</b>	<b>88,138.77</b>			
05-5150 · W/S DOLA Loan Expense				
05-5151 · Principal	0.00	32,083.33	-32,083.33	0.0%
05-5152 · Interest	0.00	13,750.00	-13,750.00	0.0%
<b>Total 05-5150 · W/S DOLA Loan Expense</b>	<b>0.00</b>	<b>45,833.33</b>	<b>-45,833.33</b>	<b>0.0%</b>
05-5160 · W/S CWRPDA Loan Expense				
05-5161 · Principal	67,128.98			
05-5162 · Interest	27,960.82			
<b>Total 05-5160 · W/S CWRPDA Loan Expense</b>	<b>95,089.80</b>			
05-5200 · Tax and Benefits				
05-5210 · Payroll Taxes	9,687.08	7,754.05	1,933.03	124.9%
05-5230 · Benefits	29,366.62	32,541.67	-3,175.05	90.2%
<b>Total 05-5200 · Tax and Benefits</b>	<b>39,053.70</b>	<b>40,295.72</b>	<b>-1,242.02</b>	<b>96.9%</b>
05-5300 · Operating Expense				
05-5310 · Office Supplies	609.04	1,375.00	-765.96	44.3%
05-5320 · Postage	1,357.36	1,100.00	257.36	123.4%
05-5330 · Telephone	0.00	641.67	-641.67	0.0%
05-5350 · Sewer Supplies	2,849.26	9,166.67	-6,317.41	31.1%
05-5360 · Water Supplies	20,262.06	9,166.67	11,095.39	221.0%
05-5300 · Operating Expense - Other	251.10			
<b>Total 05-5300 · Operating Expense</b>	<b>25,328.82</b>	<b>21,450.01</b>	<b>3,878.81</b>	<b>118.1%</b>
05-5400 · Repairs/Maintenance/Testing				
05-5410 · Repairs and Maintenance				
05-5411 · Wastewater Repairs & Maint.	15,483.91			
05-5412 · Water Repairs & Maint.	283.71			
05-5410 · Repairs and Maintenance - Other	27,081.57	36,666.67	-9,585.10	73.9%
<b>Total 05-5410 · Repairs and Maintenance</b>	<b>42,849.19</b>	<b>36,666.67</b>	<b>6,182.52</b>	<b>116.9%</b>
05-5420 · Sewer Testing	18,978.84	13,750.00	5,228.84	138.0%
05-5430 · Water Testing	784.30	1,833.33	-1,049.03	42.8%
<b>Total 05-5400 · Repairs/Maintenance/Testing</b>	<b>62,612.33</b>	<b>52,250.00</b>	<b>10,362.33</b>	<b>119.8%</b>
05-5500 · W/S Insurance	12,051.88	6,875.00	5,176.88	175.3%
05-5600 · W/S Professional Services	70,528.60	68,750.00	1,778.60	102.6%
05-5700 · Travel	0.00	916.67	-916.67	0.0%
05-5800 · Utilities				
05-5810 · Electricity-Sewer Plant	10,226.00	11,000.00	-774.00	93.0%
05-5850 · Propane-Water Plant	601.89	1,375.00	-773.11	43.8%
05-5860 · Electricity-Water Plant	27,446.00	32,083.34	-4,637.34	85.5%
<b>Total 05-5800 · Utilities</b>	<b>38,273.89</b>	<b>44,458.34</b>	<b>-6,184.45</b>	<b>86.1%</b>

### City of Creede - Water & Sewer Fund Profit & Loss Budget vs. Actual

January through November 2023

	Jan - Nov 23	Budget	\$ Over Budget	% of Budget
<b>05-5900 · Miscellaneous</b>				
<b>05-5910 · Sewer</b>	4,081.16	2,750.00	1,331.16	148.4%
<b>05-5920 · Water</b>	2,139.63	2,750.00	-610.37	77.8%
<b>05-5930 · Miscellaneous</b>	1,330.86	1,833.33	-502.47	72.6%
<b>Total 05-5900 · Miscellaneous</b>	7,551.65	7,333.33	218.32	103.0%
<b>05-9999 · Ask My Accountant</b>	-1,785.66			
<b>Total Expense</b>	592,634.82	422,912.40	169,722.42	140.1%
<b>Net Ordinary Income</b>	238,114.35	-72,012.40	310,126.75	-330.7%
<b>Net Income</b>	<b>238,114.35</b>	<b>-72,012.40</b>	<b>310,126.75</b>	<b>-330.7%</b>

**City of Creede - Capital Improvement Fund**  
**Profit & Loss Budget vs. Actual**  
**January through November 2022**

	Jan - Nov 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
04-4100 · Sales Tax Capital Improvement	472,047.34	440,000.00	32,047.34	107.3%
04-4200 · VC Transfer-Capital Improvement	0.00	45,833.34	-45,833.34	0.0%
04-4500 · Grants	0.00	1,593,166.66	-1,593,166.66	0.0%
04-4700 · C/I Interest Income	7,008.57	3,300.00	3,708.57	212.4%
<b>Total Income</b>	479,055.91	2,082,300.00	-1,603,244.09	23.0%
<b>Gross Profit</b>	479,055.91	2,082,300.00	-1,603,244.09	23.0%
<b>Expense</b>				
04-5100 · Capital Improvements	21,067.14	2,323,750.00	-2,302,682.86	0.9%
<b>Total Expense</b>	21,067.14	2,323,750.00	-2,302,682.86	0.9%
<b>Net Ordinary Income</b>	457,988.77	-241,450.00	699,438.77	-189.7%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
04-4980 · Transfer In	0.00	50,000.00	-50,000.00	0.0%
<b>Total Other Income</b>	0.00	50,000.00	-50,000.00	0.0%
<b>Other Expense</b>				
04-5980 · Transfer Out	52,436.62	0.00	52,436.62	100.0%
<b>Total Other Expense</b>	52,436.62	0.00	52,436.62	100.0%
<b>Net Other Income</b>	-52,436.62	50,000.00	-102,436.62	-104.9%
<b>Net Income</b>	<b>405,552.15</b>	<b>-191,450.00</b>	<b>597,002.15</b>	<b>-211.8%</b>

## City of Creede - Virginia Christensen Trust Fund

## Profit &amp; Loss Budget vs. Actual

January through November 2022

	Jan - Nov 22	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
03-4600 · VC Trust Revenue	45,650.75	0.00	45,650.75	100.0%
03-4700 · VC Interest Income	986.12	1,100.00	-113.88	89.6%
03-4900 · Net Inc (Dec) in Investment				
03-4901 · Management Fees	-39,791.50			
03-4902 · Realized Gain or Losses	-2,703.06			
03-4903 · Unrealized Gain or Losses	-1,144,364.76			
<b>Total 03-4900 · Net Inc (Dec) in Investment</b>	<b>-1,186,859.32</b>			
<b>Total Income</b>	<b>-1,140,222.45</b>	<b>1,100.00</b>	<b>-1,141,322.45</b>	<b>-103,656.6%</b>
<b>Gross Profit</b>	<b>-1,140,222.45</b>	<b>1,100.00</b>	<b>-1,141,322.45</b>	<b>-103,656.6%</b>
<b>Expense</b>				
03-5100 · VC Outlays				
03-5120 · Grants Awarded	0.00	0.00	0.00	0.0%
03-5130 · Headwaters Alliance	20,000.00	0.00	20,000.00	100.0%
03-5140 · Willow Creek Reclamation Donat	0.00	0.00	0.00	0.0%
03-5150 · Creede Chamber of Commerce	20,000.00			
03-5100 · VC Outlays - Other	0.00	95,000.00	-95,000.00	0.0%
<b>Total 03-5100 · VC Outlays</b>	<b>40,000.00</b>	<b>95,000.00</b>	<b>-55,000.00</b>	<b>42.1%</b>
03-5200 · VC Transfer to CI Fund	0.00	50,000.00	-50,000.00	0.0%
03-5400 · Parks (Xfer to GF)	0.00	10,000.00	-10,000.00	0.0%
03-5500 · Arts & Recreation (Xfer to GF)	0.00	40,000.00	-40,000.00	0.0%
<b>Total Expense</b>	<b>40,000.00</b>	<b>195,000.00</b>	<b>-155,000.00</b>	<b>20.5%</b>
<b>Net Income</b>	<b>-1,180,222.45</b>	<b>-193,900.00</b>	<b>-986,322.45</b>	<b>608.7%</b>



# **CITY OF CREEDE, CO RESOLUTION NO. 2023-31**

## **A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE CITY OF CREEDE, CO APPROVING A MINOR SUBDIVISION REQUEST FROM BRANDON ROMERO TO COMBINE A 7331 SF PARCEL AND AN ADJACENT 35,632 SF PARCEL INTO A SINGLE 42,963 SF PARCEL AND TO SUBDIVIDE THE 42,963 SF PARCEL INTO THREE SEPARATE 14,321 SF PARCELS**

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

**WHEREAS**, Brandon Romero has submitted a minor subdivision application to the City of Creede, CO requesting to combine a 7331 SF parcel and a 35,632 SF parcel into a single 42,963 SF parcel and to subdivide the 42,963 SF parcel into three separate 14,321 SF parcels as depicted in Exhibit A; and

**WHEREAS**, Staff has reviewed the request and has determined that the proposed minor subdivision is in accordance with all requirements and provisions of Creede Municipal Code including Section 9-3-70 pertaining to subdivisions;

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

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

**SECTION 2.** The above-described property will be deemed replatted as described in Exhibit A.

**SECTION 3.** Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

**SECTION 4.** Repealer. All ordinances or resolutions, and motions of the Board of Trustees of the City of Creede or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

**APPROVED AND ADOPTED by the Board of Trustees this 12<sup>th</sup> day of December, 2023.**

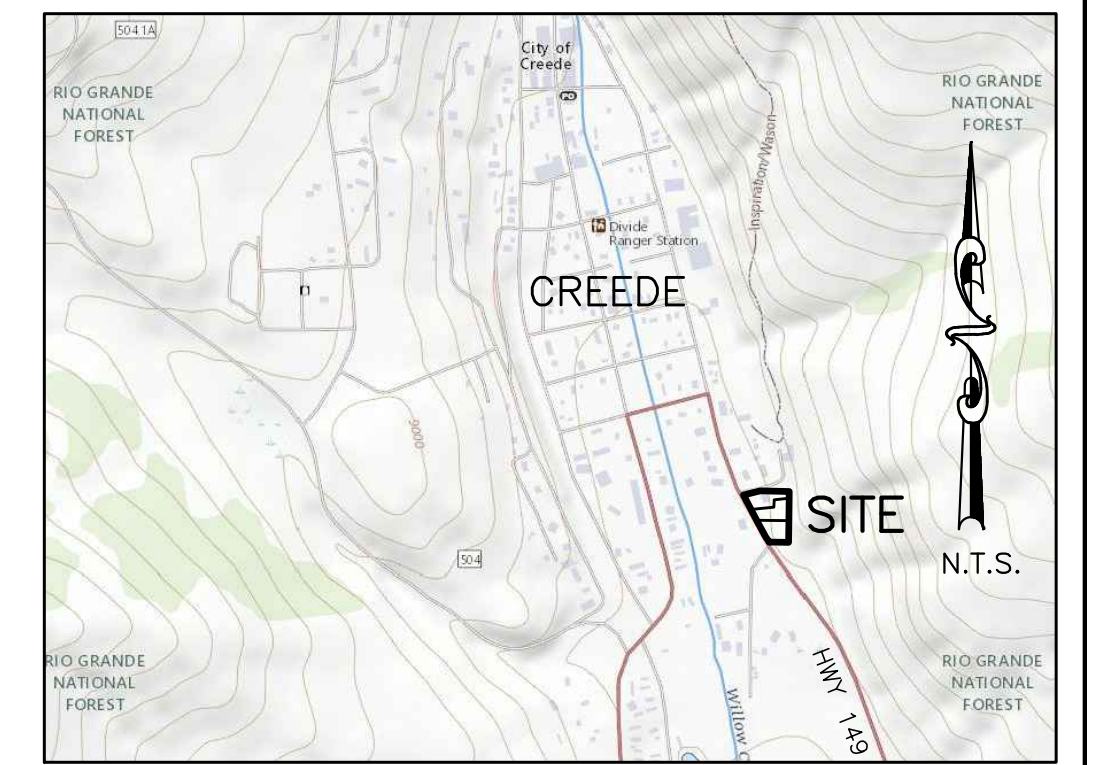
**CITY OF CREEDE:**

**ATTEST:**

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

\_\_\_\_\_  
Attest; City Clerk Date  
Josie Bielenberg

**BRANDON ROMERO DIVISION OF LAND**  
**LOTS 1 AND 2, BLOCK 31, SOUTH CREEDE**  
 within SECTION 36, TOWNSHIP 42 NORTH, RANGE 1 WEST,  
 N.M.P.M. and part of LOT 2 of SECTION 31, TOWNSHIP 42  
 NORTH, RANGE 1 EAST  
 described in Reception 68854 09/19/2014  
 TOWN OF CREEDE, MINERAL COUNTY, COLORADO



**Surveyors Notes:**  
 1.) The bearings of this survey are referenced between the 1/4 corner of Sec. 36/31, Township 42 North on the New Mexico Principal Meridian and the N1/16 corner of Sec. 36/31 with a bearing of N 00°50'10" E and monumented as shown.  
 2.) References shown on this plat are for the purpose of determining the boundaries for this survey and do not represent a title search. There may be recorded or unrecorded documents in existence specifying easements, restrictions, covenants, encroachments, or overlaps that are unknown, or have not been provided to or uncovered by this surveyor as of the date of this plat.

**PROPERTY DESCRIPTION: TRACT 1**  
 A tract of land, situate and being a portion of the Town of Creede, Mineral County, Colorado, described as part of Lots 1 and 2, Block 31, South Creede within Section 36, Township 42 North, Range 1 West, N.M.P.M. and part of Lot 2 of Section 31, Township 42 North, Range 1 East, N.M.P.M. and more particularly described by metes and bounds as follows:  
 Beginning at a 3/4 inch rebar found on the northerly boundary of this tract, on the southerly right-of-way line of 10th Street and on the section line common to Section 31, T.42N., R.1E. and Section 36, T.42N., R.1W., N.M.P.M., from whence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36, bears N 00°49'33" E, 779.88 feet distant, thence leaving said section line;  
 S 89°02'47" E, 146.63 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the N.E. corner of this tract, thence;  
 S 00°55'20" W, 34.59 feet to a 1/2" rebar w/blue cap stamped PLS#380090, set for the S.E. corner of this tract, thence;  
 S 84°47'44" W, 76.59 feet to a point, from whence a 1/2" rebar w/blue cap stamped PLS#38009, set for a witness corner, bears S 84°47'44" W, 5.00 feet distant, thence;  
 S 00°55'20" W, 38.25 feet to a 1/2" rebar w/blue cap stamped PLS38009, set, thence;  
 S 84°47'44" W, 115.71 feet to the northeasterly right-of-way line of State Highway 149, thence along said right-of-way line;  
 N 27°36'46" W, 81.55 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set for the N.W. corner of this tract on the south right-of-way line of 10th Street, thence leaving northeasterly right-of-way line of State Highway 149 along the south right-of-way line of 10th Street;  
 N 76°17'29" E, 86.32 feet to the True Point and place of Beginning;  
 This tract contains 14,321 square feet or 0.329 of an acre.

**PROPERTY DESCRIPTION: TRACT 2**  
 A tract of land, situate and being a portion of the Town of Creede, Mineral County, Colorado, described as part of Lots 1 and 2, Block 31, South Creede within Section 36, Township 42 north, Range 1 West, N.M.P.M. and part of Lot 2 of Section 31, Township 42 North, Range 1 East, N.M.P.M. and more particularly described by metes and bounds as follows:  
 Beginning at a 5/8 inch rebar w/alum. cap stamped PLS#14840, found for the S.E. corner of this tract and the true point and place of beginning, from whence whence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36 bears N 08°09'15" W, 938.11 feet distant, thence;  
 N 89°23'00" W, 161.89 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set for the S.W. corner of this tract on the northeasterly right-of-way line of State Highway 149, thence along said right-of-way line;  
 N 27°36'46" W, 61.36 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set for the N.W. corner of this tract, thence leaving said northeasterly right-of-way line of State Highway 149;  
 N 84°47'44" E, 115.71 feet to 1/2" rebar w/blue cap stamped LS#38009, set, thence;  
 N 00°55'20" E, 38.25 feet to a point, from whence a 1/2" rebar w/blue cap stamped PLS#38009 set for a witness corner, bears S 84°47'44" W, 5.00 feet distant, thence;  
 N 84°47'44" E, 76.59 feet to 1/2" rebar w/blue cap stamped PLS#38009, set for the N.E. corner of this tract, thence;  
 S 00°55'20" W, 111.81 feet to the True Point and place of Beginning;  
 This tract contains 14,321 square feet or 0.329 of an acre.

**PROPERTY DESCRIPTION: TRACT 3**  
 A tract of land, situate and being a portion of the Town of Creede, Mineral County, Colorado, described as part of Lots 1 and 2, Block 31, South Creede within Section 36, Township 42 north, Range 1 West, N.M.P.M. and part of Lot 2 of Section 31, Township 42 North, Range 1 East, N.M.P.M. and more particularly described by metes and bounds as follows:  
 Beginning at a 5/8 inch rebar w/alum. cap stamped PLS#14840, found for the N.E. corner of this tract and the true point and place of beginning, from whence whence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36 bears N 08°09'15" W, 938.11 feet distant, thence;  
 S 00°56'33" W, 109.68 feet to 1/2" rebar found w/red cap stamped RLS#5442, found for the S.E. corner of this tract, thence;  
 N 89°18'45" W, 96.07 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the S.W. corner of this tract on the northeasterly right-of-way line of State Highway 149, thence along said right-of-way line;  
 N 35°14'33" W, 30.41 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set, thence;  
 N 28°41'34" W, 83.66 feet to a Colorado Department of Transportation right-of-way brass cap monument in conc. stamped ST 873+70.1, found, thence;  
 N 27°36'46" W, 13.58 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set for the N.W. corner of this tract, thence leaving said northeasterly right-of-way line of State Highway 149;  
 S 89°23'00" E, 161.89 feet to the true point and place of beginning;  
 This tract contains 14,321 square feet or 0.329 of an acre.

**DEDICATION:**  
**KNOWN ALL MEN BY THESE PRESENTS:**  
 THAT **BRANDON ROMERO** is the owner of real property situate within the Sangre de Cristo Grant, Costilla County, Colorado, described as Lots 1 and 2, Block 31, South Creede, within Section 36, Township 42 North, Range 1 West, N.M.P.M. and part of Lot 2 of Section 31, Township 42 North, Range 1 East, described in Reception 68854 09/19/2014 TOWN OF CREEDE, MINERAL COUNTY, COLORADO, as recorded in Book 501, Pages 505-506, Reception No. 308305 in the office of the Mineral County Clerk & Recorder;

A tract of land, situate and being a portion of the Town of Creede, Mineral County, Colorado, described as Lots 1 and 2, Block 31, South Creede within Section 36, Township 42 North, Range 1 West, N.M.P.M. and part of Lot 2 of Section 31, Township 42 North, Range 1 East, N.M.P.M. and more particularly described by metes and bounds as follows:  
 Beginning at a 3/4 inch rebar found on the northerly boundary of this tract on the southerly right-of-way line of 10th Street and on the section line common to Section 31, T.42N., R.1E. and Section 36, T.42N., R.1W., N.M.P.M., from whence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36, bears N 00°49'33" E, 779.88 feet distant, thence leaving said section line;  
 S 89°02'47" E, 146.63 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the N.E. corner of this tract, thence;  
 S 00°55'20" W, 146.41 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found, thence;  
 S 00°56'33" W, 109.68 feet to a 1/2" rebar w/red cap stamped RLS#5442, found for the S.E. corner of this tract, thence;  
 N 89°18'45" W, 96.07 feet to a 5/8" rebar w/alum. cap stamped PLS#14840, found for the S.W. corner of this tract on the northeasterly right-of-way line of State Highway 149, thence along said right-of-way line;  
 N 35°14'33" W, 30.41 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set, thence;  
 N 28°41'34" W, 83.66 feet to a Colorado Department of Transportation right-of-way brass cap in conc. monument stamped ST 873+70.1, found, thence;  
 N 27°36'46" W, 156.49 feet to a 1/2" rebar w/blue cap stamped PLS#38009, set for the N.W. corner of this tract on the southerly right-of-way line of 10th Street, thence leaving northeasterly right-of-way line of State Highway 149 along the south right-of-way line of 10th Street;  
 N 76°17'29" E, 86.32 feet to the True Point and place of Beginning;  
 This tract contains 42,962 square feet or 0.986 of an acre.

THE UNDERSIGNED OWNER has caused for said real property to be laid out as surveyed and entitled "BRANDON ROMERO DIVISION OF LAND LOTS 1 AND 2, BLOCK 31, SOUTH CREEDE within SECTION 36, TOWNSHIP 42 NORTH, RANGE 1 WEST, N.M.P.M. and part of LOT 2 of SECTION 31, TOWNSHIP 42 NORTH, RANGE 1 EAST described in Reception 68854 09/19/2014, TOWN OF CREEDE, MINERAL COUNTY, COLORADO", and that the ingress, egress and utility easement along the westerly boundary of Tract 1 and 2 as shown on this plat are hereby accepted as such and this Division is the wish and is with free consent by the undersigned owner.

BRANDON ROMERO  
 P.O. BOX 1350  
 TEHACHAPI, CA 93581

STATE OF CALIFORNIA)  
 COUNTY OF KERN ) SS

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_, by \_\_\_\_\_ Witness my hand and seal.

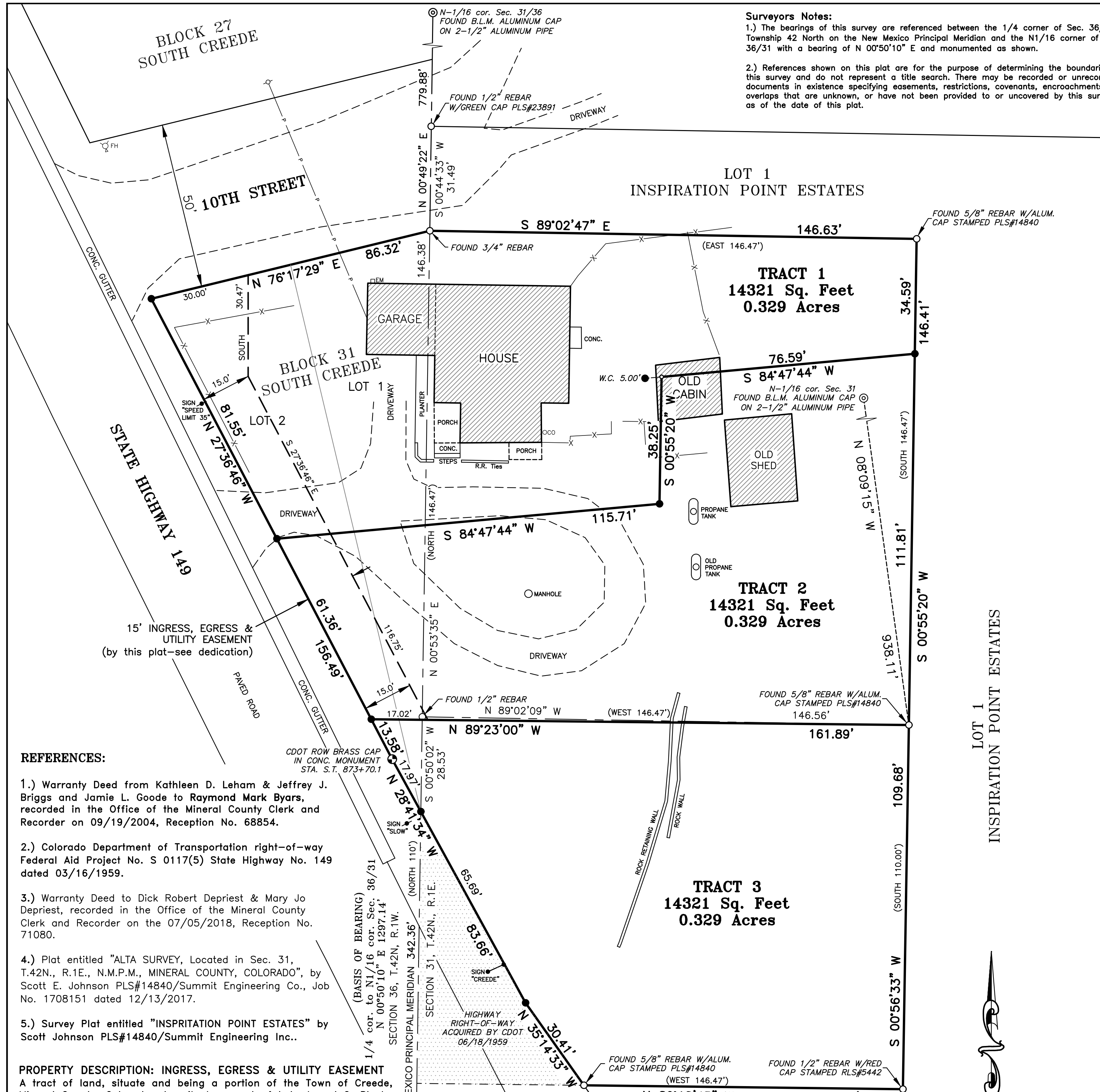
Signed: \_\_\_\_\_ Notary Address: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Southern Colorado Surveying Service**  
**Billy E. Vigil Professional Land Surveyor**

PO Box 1709, ALAMOSA, COLORADO, 81101  
 (719) 589-6049 efax (719) 213-2549

PROJ. No. 220208C-SUBD      DATE: 09/11/2022

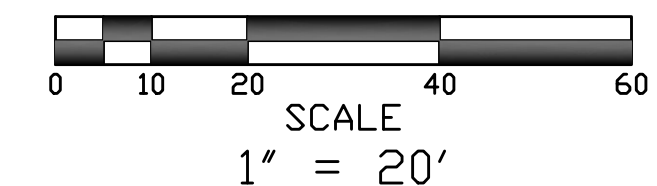


**REFERENCES:**  
 1.) Warranty Deed from Kathleen D. Leham & Jeffrey J. Briggs and Jamie L. Goode to Raymond Mark Byars, recorded in the Office of the Mineral County Clerk and Recorder on 09/19/2004, Reception No. 68854.  
 2.) Colorado Department of Transportation right-of-way Federal Aid Project No. S 0117(5) State Highway No. 149 dated 03/16/1959.  
 3.) Warranty Deed to Dick Robert Depriest & Mary Jo Depriest, recorded in the Office of the Mineral County Clerk and Recorder on the 07/05/2018, Reception No. 71080.  
 4.) Plat entitled "ALTA SURVEY, Located in Sec. 31, T.42N., R.1E., N.M.P.M., MINERAL COUNTY, COLORADO", by Scott E. Johnson PLS#14840/Summit Engineering Co., Job No. 1708151 dated 12/13/2017.  
 5.) Survey Plat entitled "INSPIRATION POINT ESTATES" by Scott Johnson PLS#14840/Summit Engineering Inc..

**PROPERTY DESCRIPTION: INGRESS, EGRESS & UTILITY EASEMENT**  
 A tract of land, situate and being a portion of the Town of Creede, Mineral County, Colorado, described as part of Lots 1 and 2, Block 31, South Creede within Section 36, Township 42 North, Range 1 West, N.M.P.M. and part of Lot 2 of Section 31, Township 42 North, Range 1 East, N.M.P.M. and more particularly described by metes and bounds as follows:  
 Beginning at a 1/2 inch rebar set or the N.W. corner of this tract, the N.W. corner of Lot 1, Block 31, South Creede, on the intersection of the easterly right-of-way line of State Highway 149 and the southerly right-of-way line of 10th Street and the true point of beginning, from whence a 3/4 inch rebar found on the southerly right-of-way line of 10th Street and on the section line common to Section 31, T.42N., R.1E. and Section 36, T.42N., R.1W., N.M.P.M., bears N 76°17'29" E, 86.32 feet, thence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36, bears N 00°49'22" E, 779.88 feet distant;  
 Thence leaving point of beginning along the southerly right-of-way line of 10th Street;  
 N 76°17'29" E, 30.00 feet to point used for the N.E. corner of this tract, thence leaving the southerly right-of-way line of 10th Street; South 30.47 feet to a point, thence;  
 S 27°36'46" W, 116.75 feet to a point used for the S.E. corner of this tract on the southerly boundary line of Tract 2 of the Brandon Romero Division of Land, thence along said southerly boundary line; N 89°23'00" W, 17.02 feet to a point used for the S.W. corner of this tract, the S.W. corner of Tract 2 of the Brandon Romero Division of Land on the easterly right-of-way line of State Highway 149, thence along said right-of-way line;  
 N 27°36'46" W, 61.36 feet to the S.W. corner of Tract 1 of the Brandon Romero Division of Land, thence;  
 N 27°36'46" W, 81.55 feet to the True Point and place of Beginning;  
 This tract contains 2,391 square feet or 0.055 of an acre.

- LEGEND**
- SET 1/2" REBAR SET W/CAP STAMPED #38009
  - FOUND 3/4" REBAR W/ALUM. CAP AS DESCRIBED
  - FOUND MONUMENT AS DESCRIBED
  - ( ) DENOTES RECORD BEARINGS & DISTANCES FROM RECORDS SHOWN
  - N/F DENOTES NOW OR FORMERLY OWNED BY
  - PP ⚡ POWER/UTILITY POLE
  - EM ⚡ ELECTRIC METER
  - FH ⚡ FIRE HYDRANT
  - CO ⚡ SEWER CLEANOUT
  - P — OVERHEAD POWER LINE
  - X — FENCE

**CITY OF CREEDE CERTIFICATE:**  
 STATE OF COLORADO) SS  
 COUNTY OF MINERAL)  
 APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 CITY OF CREEDE, BOARD OF TRUSTEES, MINERAL COUNTY, COLORADO.  
 ATTEST: \_\_\_\_\_ TOWN CLERK  
 SIGNED: \_\_\_\_\_ MAYOR



**CLERK AND RECORDER'S CERTIFICATE**

STATE OF COLORADO ) SS  
 COUNTY OF ALAMOSA )  
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK, THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND IS RECORDED AS:  
 RECEIPT NO. \_\_\_\_\_  
 CABINET \_\_\_\_\_ MAP No. \_\_\_\_\_  
 BY \_\_\_\_\_  
 TITLE \_\_\_\_\_

Billy E. Vigil, Licensed Professional Land Surveyor #38009, under the Laws of the State of Colorado hereby certify that this plat was prepared from an actual field survey performed by me or under my direct supervision, that it meets the Minimum Requirements for Land Surveying in the State of Colorado and is true and correct to the best of my knowledge and belief.

Billy E. Vigil      CO P.L.S.#38009

**CITY OF CREEDE  
RESOLUTION NO. 2023-32**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO TO  
ADOPT AND APPROPRIATE THE 2024 CITY OF CREEDE ANNUAL BUDGET**

A resolution summarizing revenues and expenditures for each fund and adopting a revised budget for the City of Creede, Colorado, for the calendar year beginning on the first day of January, 2024 and ending on the last day of December, 2024.

WHEREAS; upon due and proper notice, published or posted in accordance with the law, said adopted budget is open for inspection by the public and given the opportunity to file or register any objections to said adopted budget, and;

WHEREAS; whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees of the City of Creede, A Colorado Town that:

SECTION 1: That estimated revenues and expenditures for each fund are as follows:

	Revenue	Expense
General Fund	\$	\$
Capital Improvement	\$	\$
Virginia Christensen	\$	\$
Conservation Trust	\$	\$
Water & Sewer	\$	\$

SECTION 2: That the budget is submitted and herein summarized by fund, and hereby approved and adopted as the budget of the City of Creede for the year stated above.

SECTION 3: That the budget is hereby approved, adopted and appropriated and made a part of the public records of the City of Creede, A Colorado Town.

APPROVED AND ADOPTED, this 12<sup>th</sup>, day of December 2023.

Attest:

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

Date

\_\_\_\_\_  
City Clerk  
Josie Bielenberg

Date

## 410

GENERAL FUND Revenues	Line Item	2021 Budget	2022 Budget	2023 Budget	2024 Budget
General Property Tax	01-4101	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00
Delinquent Taxes	01-4102	\$ -	\$ 100.00	\$ 100.00	\$ 100.00
Delinquent Interest		\$ 400.00	\$ 200.00	\$ 200.00	\$ 200.00
Specific Ownership Tax	01-4105	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
City Sales Tax (1%)	01-4108	\$ 160,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
County Sales Tax	01-4109	\$ 165,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
Franchise Tax	01-4118	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Rec Program Fees	01-4211	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Rec Donations	01-4212	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Gym Program Fees	01-4221	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Gym Rental & Lease	01-4222	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Gym Utility Reimbursements	01-4223	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Gym Donations	01-4224	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Rec Miscellaneous	01-4230	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Land Use Apps/Fees	01-4410	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Events	01-4420	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Land Leases		\$ 7,500.00	\$ 7,600.00	\$ 7,600.00	\$ 7,600.00
Liquor Licenses	01-4430	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Building Permits	01-4440	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Building Use Tax	01-4450	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Highway User's Tax	01-4510	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Motor Vehicle Sales Tax	01-4520	\$ 600.00	\$ 750.00	\$ 750.00	\$ 750.00
Cigarette Tax	01-4530	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Motor Vehicle Fees	01-4540	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
Severance Tax	01-4550	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Mineral Lease Royalty	01-4560	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00
Road and Bridge	01-4570	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Interest Income		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Miscellaneous	01-4609	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
<b>TOTAL OPERATING REVENUE</b>		<b>\$ 595,415.00</b>	<b>\$ 691,665.00</b>	<b>\$ 691,665.00</b>	<b>\$ 691,665.00</b>

<b>GENERAL FUND - Administrative Expenses</b>	<b>Line Item</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2024 Budget</b>
Administrative Salaries	01-5110	\$ 112,237.50	\$ 115,604.63	\$ 145,000.00	\$ 146,250.00
Taxes	01-5121	\$ 11,223.75	\$ 10,600.00	\$ 8,738.36	\$ 15,000.00
Benefits	01-5123	\$ 28,059.38	\$ 33,100.00	\$ 32,000.00	\$ 30,000.00
Operating (Office) Supplies	01-5131	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00
Postage	01-5132	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Telephone	01-5133	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Dues & Subscriptions	01-5134	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Printing & Advertising	01-5135	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00
Donations		\$ -	\$ -	\$ -	\$ -
Certifications & Training	01-5137	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00
Technology	01-5138	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Internet Admin Office					\$ 2,500.00
Insurance	01-5150	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
Professional Services	01-5160	\$ 75,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
Marketing	01-5165	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Travel	01-5170	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Board of Trustees	01-5171	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Judicial	01-5172	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Elections	01-5173	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Treasurers Fees	01-5174	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Miscellaneous	01-5200	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Emergency Management	01-5250	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Noxious Weed Control	01-5240	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Grant Projects / Expenses		\$ -	\$ -	\$ -	\$ 1,000,000.00
<b>Total Administrative Expenses</b>		<b>\$ 320,020.63</b>	<b>\$ 382,804.63</b>	<b>\$ 380,909.37</b>	<b>\$ 1,421,750.00</b>

<b>GENERAL FUND - Public Works Expenses</b>	<b>Line Item</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2024 Budget</b>
Public Works Regular Payroll	01-5310	\$ 99,704.00	\$ 102,695.12	\$ 91,335.17	\$ 120,000.00
Public Works Overtime Payroll	01-5250	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Taxes	01-5321	\$ 9,970.40	\$ 7,000.00	\$ 8,458.96	\$ 10,000.00
Benefits	01-5323	\$ 24,926.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Clothing / Safety Equipment	01-5324	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00

<b>Operating Expenses</b>	<i>01-5330</i>	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>Building Repairs &amp; Maintenance</b>	<i>01-5340</i>	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
<b>Vehicle Maintenance</b>	<i>01-5350</i>	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
<b>Vehicle Registration</b>	<i>01-5351</i>	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00
<b>Fuel / Oil Changes</b>	<i>01-5352</i>	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
<b>Streets &amp; Alleys (Materials)</b>	<i>01-5370</i>	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
<b>Colorado 1 Calls</b>	<i>01-5371</i>	\$ 90,000.00	\$ -	\$ -	\$ 500.00
<b>Street Signs and Posts</b>	<i>01-5372</i>	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>New Backhoe Lease</b>	<i>01-5373</i>	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00
<b>Electricity</b>	<i>01-5381</i>	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00
<b>Propane</b>	<i>01-5382</i>	\$ 10,200.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>Trash Removal</b>	<i>01-5383</i>	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
<b>Internet</b>	<i>01-5384</i>	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>Miscellaneous</b>	<i>01-5390</i>	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>Public Works Expenses</b>		\$ <b>372,300.40</b>	\$ <b>287,195.12</b>	\$ <b>285,103.53</b>	\$ <b>352,150.00</b>

<b>GENERAL FUND - Parks and Recreation Expenses</b>	<b>Line Item</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2024 Budget</b>
<b>Parks &amp; Rec Materials and Supplies</b>	<i>01-5450</i>	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>Rec Center Building Maintenance</b>	<i>01-5450.5</i>				\$ 5,000.00
<b>Park Electricity</b>	<i>01-5451</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
<b>Internet</b>					\$ 2,500.00
<b>Recreation Payroll</b>	<i>01-5510</i>	\$ 68,186.00	\$ 70,231.58	\$ 90,000.00	\$ 90,000.00
<b>Recreation Taxes</b>	<i>01-5521</i>	\$ 6,818.60	\$ 7,023.16	\$ 6,691.42	\$ 7,000.00
<b>Recreation Benefits</b>	<i>01-5523</i>	\$ 17,046.50	\$ 24,100.00	\$ 37,500.00	\$ 37,500.00
<b>Recreation Expenses</b>	<i>01-5530</i>	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
<b>Gym Utilities (electricity &amp; propane)</b>	<i>01-5541</i>	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
<b>Total Parks &amp; Recreation Expenses</b>		\$ <b>126,051.10</b>	\$ <b>160,354.74</b>	\$ <b>170,287.65</b>	\$ <b>201,000.00</b>

<b>GENERAL FUND Operating Income/(Loss)</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2024 Budget</b>
<b>Operating Revenues</b>	\$ 595,415.00	\$ 691,665.00	\$ 691,665.00	\$ 691,665.00
<b>Operating Expenses</b>	\$ 818,372.13	\$ 830,354.48	\$ 820,237.27	\$ 1,893,250.00
<b>Operating Income/Loss</b>	\$ (222,957.13)	\$ (138,689.48)	\$ (128,572.27)	\$ (1,201,585.00)

GENERAL FUND Operating Income/(Loss)	Non-	Line Item	2021 Budget	2022 Budget	2023 Budget	2024 Budget
Transfer in [Rec - VC]		01-9820	\$ 40,000.00	\$ 40,000.00	\$ 110,000.00	\$ 100,000.00
Transfer in [W/S]			\$ -	\$ -	\$ -	
Transfer in (CIP)		01-9830	\$ 165,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Grant Revenue			\$ -	\$ -	\$ -	\$ 600,000.00
<b>Total Non-Operating Revenues</b>			<b>\$ 205,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 130,000.00</b>	<b>\$ 720,000.00</b>
Total Revenues			\$ 800,415.00	\$ 751,665.00	\$ 821,665.00	\$ 1,841,665.00
Total Expenses			\$ 818,372.13	\$ 830,354.48	\$ 836,300.55	\$ 1,893,250.00
Net Income/Loss			\$ (17,957.13)	\$ (78,689.48)	\$ (14,635.55)	\$ (51,585.00)
Fund Balance Beginning of Year			\$ 1,540,309.00	\$ 1,643,038.00	\$ 1,564,348.52	\$ 1,574,348.52
Fund Balance End of Year			\$ 1,643,038.00	\$ 1,564,348.52	\$ 1,549,712.97	\$ 1,522,763.52

WATER & SEWER FUND Operating Revenues	Line Item	2021 Budget	2022 Budget	2023 Budget	2024 Budget
Water Lease	05-4050	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Utility Revenue		\$ -	\$ -	\$ -	
Water Revenues	05-4100	\$ 209,000.00	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00
Sewer Revenues	05-4200	\$ 99,750.00	\$ 105,000.00	\$ 105,000.00	\$ 177,000.00
Drainage Revenues	05-4400	\$ 8,550.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Miscellaneous	05-4500	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
W/S Finance Charge	05-4600	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Water Meters	05-4800	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>OPERATING REVENUES</b>		<b>\$ 353,600.00</b>	<b>\$ 353,600.00</b>	<b>\$ 353,600.00</b>	<b>\$ 442,300.00</b>

WATER & SEWER FUND Operating Expenses	Line Item	2021 Budget	2022 Budget	2023 Budget	2024 Budget
W/S Salaries	05-5003	\$ 137,116.50	\$ 141,230.00	\$ 91,355.17	\$ 185,000.00
W/S Overtime	05-5004	\$ 10,000.00	\$ 14,123.00	\$ 10,000.00	\$ 15,000.00
Taxes	05-5210	\$ 13,769.05	\$ 35,307.50	\$ 7,000.00	\$ 10,000.00
Benefits	05-5230	\$ 34,422.63	\$ 13,398.00	\$ 25,000.00	\$ 35,500.00
Office Supplies	05-5310	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Postage	05-5320	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 4,500.00
Telephone	05-5330	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00



Annual State Sewer & Water Treatment Fees	05-5335					\$ 3,400.00
Tools & Equipment	05-5340					\$ 500.00
Sewer Supplies	05-5350	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Water Supplies (& meters)	05-5360	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Repair & Maintenance	05-5410	\$ 75,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Sewer Testing	05-5420	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Water Testing	05-5430	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Planning & Capital Projects	05-5440	\$ -	\$ -	\$ -		
Insurance	05-5500	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Professional Services	05-5600	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Travel	05-5700	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Electricity - Sewer Plant	05-5810	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Propane - Water Plant	05-5850	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Electricity - Water Plant	05-5860	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Sewer Miscellaneous	05-5910	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Water Miscellaneous	05-5920	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Miscellaneous/Contingency	05-5930	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Capital Projects						\$ 660,000.00
<b>OPERATING EXPENSES</b>		<b>\$ 450,708.18</b>	<b>\$ 424,458.49</b>	<b>\$ 363,003.53</b>	<b>\$ 1,133,100.00</b>	
<b>Operating Totals</b>						
Operating Revenues		\$ 353,600.00	\$ 370,300.00	\$ 370,300.00	\$ 370,300.00	\$ 370,300.00
Operating Expenses		\$ 450,708.18	\$ 424,458.49	\$ 363,003.53	\$ 1,110,400.00	\$ 1,110,400.00
Operating Income/Loss		\$ (97,108.18)	\$ (54,158.49)	\$ 7,296.47	\$ (740,100.00)	\$ (740,100.00)

WATER & SEWER FUND	Line Item	2021 Budget	2022 Budget	2023 Budget	2024 Budget
<b>Non-Operating Revenues</b>					
Capital Contributions (Tap Fees)	05-4300	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Grant/Loan Revenue		\$ -	\$ -	\$ -	\$ 330,000.00
Transfer in from CIP	05-6450	\$ 75,000.00	\$ -	\$ -	\$ 330,000.00
Interest Income		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Transfer in from Fund Balance		\$ -	\$ -	\$ -	
<b>Total Non-Operating Revenues</b>		<b>\$ 87,500.00</b>	<b>\$ 12,500.00</b>	<b>\$ 12,500.00</b>	<b>\$ 672,500.00</b>

<b>WATER &amp; SEWER FUND Non-Operating Expenses</b>	<b>Line Item</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2024 Budget</b>
Loans Principal	05-5151	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 100,000.00
Loans Interest	05-5152	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00
<b>Non-Operating Expenses</b>		<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 140,000.00</b>

<b>Total Revenues</b>		<b>\$ 441,100.00</b>	<b>\$ 382,800.00</b>	<b>\$ 382,800.00</b>	<b>\$ 1,042,800.00</b>
<b>Total Expenses</b>		<b>\$ 500,708.18</b>	<b>\$ 474,458.49</b>	<b>\$ 413,003.53</b>	<b>\$ 1,250,400.00</b>
<b>Net Income/Loss</b>		<b>\$ (59,608.18)</b>	<b>\$ (91,658.49)</b>	<b>\$ (30,203.53)</b>	<b>\$ (207,600.00)</b>
<b>Fund Balance Beginning of Year</b>			<b>\$ 507,100.00</b>	<b>\$ 345,767.00</b>	
<b>Fund Balance End of Year</b>		<b>\$ 507,100.00</b>	<b>\$ 345,767.00</b>	<b>\$ 315,563.47</b>	

<b>CAPITAL IMPROVEMENTS Revenue</b>	<b>Line Item</b>	<b>2021 Budget</b>	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>2024 Budget</b>
City Sales Tax (3%)	04-4100	\$ 450,000.00	\$ 480,000.00	\$ 480,000.00	\$ 540,000.00
Interest	04-4700	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
Grant Revenue	04-4500		\$ 500,000.00	\$ 500,000.00	
<b>Total Revenues</b>		<b>\$ 455,000.00</b>	<b>\$ 983,600.00</b>	<b>\$ 983,600.00</b>	<b>\$ 543,600.00</b>
<b>Expenses</b>					
Capital Improvements	04-5100	\$ 455,000.00	\$ 500,000.00	\$ 500,000.00	\$ 760,000.00
<b>Total Expenses</b>		<b>\$ 455,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 760,000.00</b>
<b>Operating Revenues</b>		<b>\$ 455,000.00</b>	<b>\$ 983,600.00</b>	<b>\$ 983,600.00</b>	<b>\$ 543,600.00</b>
<b>Operating Expenses</b>		<b>\$ 455,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 760,000.00</b>
<b>Operating Income/Loss</b>			<b>\$ 483,600.00</b>	<b>\$ 483,600.00</b>	<b>\$ (216,400.00)</b>

<b>Non-Operating</b>					
Transfer in (VC)	04-4980	\$ 50,000.00	\$ 50,000.00	\$ -	
Transfer from Fund Balance + Grants	04-5980	\$ -	\$ -	\$ -	
<b>Non-Operating Revenues</b>		<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>		
<b>Total Revenues</b>		<b>\$ 505,000.00</b>	<b>\$ 1,033,600.00</b>	<b>\$ 983,600.00</b>	<b>\$ 543,600.00</b>
<b>Total Expenses</b>		<b>\$ 455,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 900,000.00</b>
<b>Net Income/Loss</b>		<b>\$ 50,000.00</b>	<b>\$ 533,600.00</b>	<b>\$ 483,600.00</b>	<b>\$ (216,400.00)</b>

VIRGINIA CHRISTENSEN 11	Line Item	2021 Budget	2022 Budget	2023 Budget	2024 Budget
<b>CHECKING - Revenue/Transfer In</b>					
Required Minimum Distribution	03-4600	\$ 186,000.00	\$ 180,000.00	\$ 180,000.00	\$ 192,239.00
Interest Income	03-4700	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Transfer In Fund Balance (non-oper)		\$ -	\$ -	\$ -	
Checking Revenue		\$ 187,200.00	\$ 181,200.00	\$ 228,961.00	\$ 181,200.00
<b>CHECKING - Expense</b>					
Distributions (oper)	03-5100	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 64,079.67
Transfer to GF	03-5500	\$ 40,000.00	\$ 40,000.00	\$ 110,000.00	\$ 128,159.33
Rec Center Van		\$ 60,000.00		\$ 60,000.00	
Checking Expense		\$ 160,000.00	\$ 110,000.00	\$ 240,000.00	\$ 190,000.00
Net CHECKING Income		\$ 187,200.00	\$ 181,200.00	\$ 228,961.00	
Net CHECKING Expense		\$ 160,000.00	\$ 110,000.00	\$ 240,000.00	
Net Income (Loss)		\$ 27,200.00	\$ 71,200.00	\$ (11,039.00)	
ACCT Balance Beginning of Year				\$ 482,698.19	
ACCT Balance End of Year				\$ 471,659.19	

CONSERVATION TRUST FUND Revenues	Line Item	2021 Budget	2022 Budget	2023 Budget	2024 Budget
Lottery Funds	02-4100	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
Interest	02-4700	\$ 6.00	\$ 9.00	\$ 9.00	\$ 9.00
Operating Revenues		\$ 2,706.00	\$ 2,709.00	\$ 2,709.00	\$ 2,709.00

<b>EXPENDITURES:</b>					
Park					
Operating Expenses					
Non-Operating					
Transfer from Fund Balance					
Non-Operating Revenues					

Total Revenues		\$ 2,706.00	\$ 2,709.00	\$ 2,709.00	\$ 2,709.00
Total Expenses					

<b>Net Income/Loss</b>
<b>Fund Balance Beginning of Year</b>
<b>Fund Balance End of Year</b>

<b>\$</b>	<b>2,706.00</b>	<b>\$</b>	<b>2,709.00</b>	<b>\$</b>	<b>2,709.00</b>	
<b>\$</b>	<b>18,254.00</b>	<b>\$</b>	<b>21,974.00</b>	<b>\$</b>	<b>24,683.00</b>	
<b>\$</b>	<b>21,974.00</b>	<b>\$</b>	<b>24,683.00</b>	<b>\$</b>	<b>27,392.00</b>	

## RESOLUTION NO. 2023-33

### A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO SETTING THE ANNUAL DESIGNATIONS AND FEE SCHEDULES FOR THE 2024 CALENDAR YEAR

**WHEREAS**, it is the duty of the Trustees of the City of Creede, a Colorado town, to make certain designations of official status of depositories, newspaper (s) for city publications, and posting places for city meetings for the calendar year 2024. This is done by resolution annually to become effective the first day of the following year.

**WHEREAS**, the Trustees of the City of Creede, a Colorado have deemed it necessary to impose rates and fees to cover the costs of administration, maintenance, service and similar costs for services provided by the City for the calendar year 2024. This is done by resolution annually to become effective the first day of the following year.

#### **NOW, THEREFORE, BE IT RESOLVED THAT:**

**Section 1.** The following designated entities shall perform the following duties of the City of Creede, a Colorado Town for the calendar year 2024, as set opposite their names:

<b>Name</b>	<b>Description</b>
Wall, Smith & Bateman LLC	Auditor (as per letter of engagement)
Del Norte Bank	Official Depository
ColoTrust	Official Depository
JP Morgan Private Client Services	Official Depository (Virginia Christensen Trust)
Mineral County Miner	Official Newspaper

With respect to any publication requirement, the posting of any notice “in a public place” (other than notices that must be posted on specific properties), the Board of Trustees designates the south front window of Town Hall, the “City of Creede” bulletin board at the Mineral County Courthouse and the “City of Creede” bulletin board at the United States Post Office as such “Public Places.” And shall be attested to by the City Clerk.

**Section 2.** The following fees shall be assessed and effective January 1, 2024:

Record request fees: Public records requested in person or by US mail are \$0.25/per page. Records requested electronically or for viewing only are free of charge. Time expended in connection with the research and retrieval of public documents will be free of charge for the first hour required and will be charged at a rate of \$45.00 per hour for any time spent in excess of one hour.

Facsimile (Fax) fees:

Sending: \$3.00 first page; \$1.00 for each additional page

Receiving: 25¢ per page

Copying fees:

25¢ per black-and-white copy and \$1.00 per color copy and an hourly rate for time spent on research as applicable. The rate varies depending upon the rate paid to the person completing this project (i.e. Town Attorney, Clerk, etc.)

Recording Duplication Fees:

\$5.00 per CD/DVD recording. \$2.00 per electronic drive or online transfer.

Returned check charge:

A returned check charge of \$20.00 will be added to the amount due for each check returned for non-sufficient funds. These fees and the amount of the returned check are required to be paid by guaranteed funds.

Miscellaneous City fees:	
City lapel pin	\$3.00
Notary Seal Stamp	\$5.00

The following fees shall be charged during the calendar year 2024 for any of the following activities:

A.	Application for zoning change	
	Filing fee	\$500.00
	Plus actual City expenses including certified mail notices, legal publication, recording, and any fees associated with legal or other professional review.	
B.	Land Use Application	
	Application fee:	\$500.00
	Plus certified mail notices, legal publications, recording hearing, resolution, etc.	
C.	Tap fees – Within City Limits	
	Water Tap Fee	\$1000.00
	Water System Development Fee	\$9,000.00
	Sewer Tap Fee	\$1000.00
	Sewer System Development Fee	\$9,000.00
	Water meters, all labor, materials, and related expenses	City’s Cost
	Tap Fees – Outside City Limits	
	Water Tap Fee	\$1500.00
	Water System Development Fee	\$13,500.00
	Sewer Tap Fee	\$1500.00
	Sewer System Development Fee	\$13,500.00
	Water meters, all labor, materials, and related expenses	City’s Cost

The following fees shall be charged during the calendar year 2022 for the use of City of Creede equipment:

Item	Charge per Hour*
Backhoe with operator	\$200.00
Helper	\$100.00
Dump Truck per trip	\$200.00
(Includes dump fee of \$65)	
Loader with operator	\$200.00
Grader with operator	\$200.00
Work on Public Lands	\$200.00

Liquor License Fees: These fees for licenses, permits and applications are as set forth by the Department of Revenue, Liquor Enforcement Division and are subject to change concurrently.

The following rates of reimbursement will be applicable during the calendar year 2022 for the City of Creede employees performing City business, but only within the guidelines of the City of Creede’s Travel Reimbursement Policy.

- A. Mileage for the use of private vehicles on City business Current IRS allowable rate
- B. Meals (calculated at \$10 of the daily allowance for breakfast, \$15 for lunch, and \$25 for dinner) \$100.00 per day
- C. Lodging for seminars and group meetings shall be paid at the rate charged for the group
- D. Lodging if no group rate is offered, then the actual cost of lodging, but not in excess of \$250.00 per night unless it can be shown that customary charges, by our average motel or hotel, for accommodations are higher than this rate \$200.00 per day

Legal documents of the City shall be signed by the Mayor or in the Mayor’s absence by the Mayor Pro-Tem and shall be attested by the City Clerk.

City of Creede Building Permit Fees. This fee schedule is attached to this resolution. The City of Creede charges a fee based upon the square footage of all floors combined, not just the footage on the ground floor.

City of Creede Excavation/Grading Permit Fees. This fee schedule is attached to this resolution.

City Water, Sewer and Drainage Fees. This fee schedule is attached to this resolution.

Gym Fee Schedule. This fee schedule is attached to this resolution.

**ADOPTED, PASSED AND APPROVED** upon motion made and approved at the Regular Meeting of the Board of Trustees of the City of Creede, held on the \_\_\_\_ day of December, 2023, and becomes effective January 1, 2024.

City of Creede:

Attest:

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

\_\_\_\_\_  
Josie Bielenberg, Clerk Date

**BUILDING PERMIT FEE SCHEDULE**

(Square Footage is multiplied by Construction Cost and the fee is determined from the Valuation Table)

**Table 1. Square Foot Construction Costs**

<u>Residential</u>		<u>Commercial/Industrial</u>	
Dwelling	109.00	Business	138.00
Garages	56.00	Warehouse/Garage	56.00
Car Ports	40.00		
Decks	25.00		

**Valuation Table**

Total Valuation	Fee
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000.00	\$50.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$100.00 for first \$2,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$500.00 for the first \$25,000.00 plus \$12.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$800.00 for the first \$50,000.00 plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,250.00 for the first \$100,000.00 plus \$7.50 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,500.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$6,000.00 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof

**EXCAVATION / GRADING FEE SCHEDULE**

	Plan Checking Fees	Excavation/Grading Fees
50 cubic yards or less	No Fees	\$20.00
51 to 100 cubic yards	\$25.00	\$25.00
101 to 1,000 cubic yards	\$30.00	\$50.00
1,001 to 100,000 cubic yards	\$35.00	\$150.00
100,001 cubic yards and more	\$40.00	\$375.00

**CITY WATER, SEWER AND DRAINAGE FEE SCHEDULE**



SECTION I: Resolution 2023-33 replaces all prior City fees and utility rates.

SECTION II: WATER RATES: For the setting of water fees, the City has found it convenient to establish Equivalent Residential Unit (EQR) Schedules. The base for this schedule is an average detached single-family residence within City Limits. EQR rates at a particular service address are calculated by Unit Schedules set forth in Ordinance 334, Water, Wastewater, and Drainage Utility Regulations. Water sold by the City of Creede will be calculated with the following base EQR Rate:

<u>CLASS OF USER</u>	<u>EQR</u>	<u>RATE</u>
Residential	1.00	46.06

SECTION III: SEWER RATES: For the setting of sewer fees, the City has found it convenient to establish Equivalent Residential Unit (EQR) Schedules. The base for this schedule is an average detached single-family residence within City Limits. EQR rates at a particular service address are calculated by Unit Schedules set forth in Ordinance 334, Water, Wastewater, and Drainage Utility Regulations. Fees for sewer services provided by the City of Creede will be calculated with the following base EQR Rate:

<u>CLASS OF USER</u>	<u>EQR</u>	<u>RATE</u>
Residential	1.00	30.00

SECTION IV: DRAINAGE FEE: Each customer for water and/or sewer service within in the City of Creede shall be charged a \$2.16 per month drainage fee per tap.

SECTION V: Other Fees: Other fees collected by the city

Bulk water per gallon/Stand pipe	\$ 0.015
Bulk water per gallon (treated)	\$ 0.020
Water turn on	\$ 50.00
Water turn off	\$ 50.00

**GYM FEE SCHEDULE  
Membership Rates**

	<b>DAILY</b>	<b>MONTHLY</b>	<b>6 MONTH</b>	<b>ANNUAL</b>	<b>PUNCH CARD</b>
<b>ADULT</b>	<b>\$3</b>	<b>\$20</b>	<b>\$100</b>	<b>\$190</b>	<b>\$60</b> 20 PUNCHES
<b>YOUTH (12 and under)</b>	<b>\$3</b>	<b>\$15</b>	<b>\$75</b>	<b>\$140</b>	<b>\$40</b> 20 PUNCHES
<b>MARRIED COUPLE</b>	-	<b>\$35</b>	<b>\$175</b>	<b>\$340</b>	-
<b>FAMILY</b>	-	<b>\$50</b>	<b>\$250</b>	<b>\$490</b>	-
<b>NON-RESIDENT</b>	<b>\$5</b>	<b>\$30</b>	-	-	<b>\$75</b> 20 PUNCHES

**MONTHLY MEMBERSHIP FEES PROVIDE ACCESS TO FACILITY FOR INDIVIDUAL USE,  
AND ENTRY TO ALL FITNESS PROGRAMS**

**CITY OF CREEDE, COLORADO  
ORDINANCE NO. 447**

**AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING SECTION 9-1-100 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO WITH A NEW PARAGRAPH (f)**

**WHEREAS**, Section 9-1-100 of the Municipal Code sets forth the fees to be charged to cover the cost of administration of the Development Code; and

**WHEREAS**, it is the intent of the Board of Trustees provide for a binding agreement to reimburse and pay the City for review expenses incurred by the City in the review of development proposals;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO, AS FOLLOWS:**

**Section 1.** “Section 9-1-100 of the Municipal Code of the City of Creede, Colorado is amended with the addition of Paragraph (f) to read as follows:

“(f) Agreement for payment of development review expenses incurred by City. City may require the Owner/Developer to sign an agreement for the payment of development review fees and other expenses incurred by the City as a condition of development within the City, including but not limited to, annexation, subdivision, change of land use, installation of public improvements and the issuance of building permits.”

**Section 2. Effective Date.** This ordinance shall be published and become effective as provided by law.

**Section 3. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

**Section 4. Repealer.** All ordinances or resolutions and motions of the Board of Trustees of the City of Creede or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED THIS  
\_\_\_\_\_ DAY OF DECEMBER 2023.**

**ATTEST:**

**CITY OF CREEDE**

\_\_\_\_\_  
Josie Bielenberg, City Clerk

By \_\_\_\_\_  
Jeffrey Larson, Mayor

**CITY OF CREEDE, COLORADO  
ORDINANCE NO. 448**

**AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING SECTION  
13-6-140 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO**

**WHEREAS**, Section 13-6-140 of the Creede Municipal Code sets forth the procedures to be followed and the fees to be charged in connection to late utility payments; and

**WHEREAS**, it is the intent of the Board of Trustees to provide for the effective handling of late customer utility payments;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF  
THE CITY OF CREEDE, COLORADO, AS FOLLOWS:**

**Section 1.** “Section 13-6-140 of the Municipal Code of the City of Creede, Colorado is repealed in its entirety and replaced with the following:

Sec. 13-6-140. Penalty for late payment.

(a) Utility bills fifteen (15) days past due (grace period) will be assessed a ten percent (10%) late fee on any accrued outstanding balance.

(b) At thirty (30) days past due, the customer will be sent a "water shut-off" notice, allowing the customer thirty (30) days after that to bring the balance current or make arrangements to pay the balance within six months. All monthly billing shall continue with all delinquent fees being added.

(c) At ninety (90) days past due, the water service will be shut off and shut off fee applied, and the delinquent utility bill shall be collected with the authority and procedures outlined in 13-6-150 below. All monthly billing shall continue with all delinquent fees being added. The water shall not be turned back on until all past due charges are brought current (including turn-off and -on fees).

(d) Failure to pay for water services supplied by the Town within ninety (90) days of the billing date thereof shall result in certification to the County Treasurer of the water-using property, the amount of unpaid charges and the name of the user and the name of the property owner if different from the name of the user. Such certified charges are to be collected and paid over by the County Treasurer in the same manner as taxes are authorized pursuant to state law.

(e) Furthermore, if a public utility bill goes unpaid for twelve (12) consecutive months, the water connection (tap) will be considered abandoned. The water shall not be turned back on until all past due charges are brought current, and a new connection (tap) fee is paid in full.

**Section 2. Effective Date.** This ordinance shall be published and become effective as provided by law.

**Section 3. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

**Section 4. Repealer.** All ordinances or resolutions and motions of the Board of Trustees of the City of Creede or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED THIS  
\_\_\_\_\_ DAY OF DECEMBER 2023.**

**ATTEST:**

**CITY OF CREEDE**

\_\_\_\_\_  
Josie Bielenberg, City Clerk

By \_\_\_\_\_  
Jeffrey Larson, Mayor

**CITY OF CREEDE, COLORADO  
ORDINANCE NO. 449**

**AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING SECTION 1-3-70 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO**

**WHEREAS**, Section 1-3-70 of the Creede Municipal Code sets forth the ordinance publication procedures for the City of Creede, CO; and

**WHEREAS**, it is the intent of the Board of Trustees to streamline the ordinance publication process;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO, AS FOLLOWS:**

**Section 1.** “Section 1-3-70 of the Municipal Code of the City of Creede, Colorado is repealed in its entirety and replaced with the following:

Sec. 1-3-70. Publication of ordinances.

All ordinances as soon as possible after their adoption shall be recorded in a book kept for that purpose and authenticated by the signature of the Mayor and City Clerk. The titles of all ordinances of a general or permanent nature, and those imposing any fine, penalty or forfeiture, shall be published by posting at three designated places within the City. Such ordinances shall not take effect until thirty (30) days after such publication, except for ordinances calling for special elections or necessary for the immediate preservation of the public peace, health and safety and containing the reasons making the same necessary in a separate section. The excepted ordinances shall take effect immediately upon adoption.

**Section 2. Effective Date.** This ordinance shall be published and become effective as provided by law.

**Section 3. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

**Section 4. Repealer.** All ordinances or resolutions and motions of the Board of Trustees of the City of Creede or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED THIS  
\_\_\_\_\_ DAY OF DECEMBER 2023.**

**ATTEST:**

**CITY OF CREEDE**

\_\_\_\_\_  
Josie Bielenberg, City Clerk

By \_\_\_\_\_  
Jeffrey Larson, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use, completion or modification. This document should be adapted to the particular circumstances of the contemplated Project and the applicable laws of the jurisdiction in which the professional services for the Project are to be performed.

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of \_\_\_\_\_ November \_\_\_\_\_, 2023  
between \_\_\_\_\_ the City of Creede \_\_\_\_\_  
\_\_\_\_\_ ("OWNER") and  
\_\_\_\_\_ Meyer and Sams, Inc. dba GMS, Inc., Consulting Engineers \_\_\_\_\_  
\_\_\_\_\_ ("ENGINEER").

OWNER intends to undertake street and pedestrian improvements as described within the OWNER's Request for  
Qualifications issued by the City of Creede on May 25<sup>th</sup>, 2023. Improvements extend from the intersection of Main Street and  
Loma Street south to the intersection of Main Street and 3<sup>rd</sup> Street with improvements generally consist of sidewalk  
replacement on both sides of Main Street, intersection improvements at Main Street/Wall Street and Main Street/3<sup>rd</sup> Street,  
associated drainage improvements, and other improvements as necessary to bring the pedestrian facilities up to ADA  
standards. This is known as the "Project".

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.



## SECTION 1 - GENERAL

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### 1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 1.2. Coordination with Other Documents.

It is the intention of the parties that the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

### 1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. *Additional Services.* Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. *Agreement.* Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 9 of this Agreement.

1.3.3. *Basic Services.* Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. *Construction Cost.* Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.3.5. *Contractor.* Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. *ENGINEER's Consultant.* ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. *Reimbursable Expenses.* Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses" ("Exhibit B").

1.3.8. *Resident Project Representative.* Resident Project Representative means the authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit C").

1.3.9. *Standard General Conditions.* Standard General Conditions means the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition) of the Engineer's Joint Contract Documents Committee.

1.3.10. *Total Project Costs.* Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be

Initial: Owner \_\_\_\_\_  
Engineer \_\_\_\_\_

provided by others to OWNER under paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive.

## SECTION 2 - BASIC SERVICES OF ENGINEER

### 2.1. Study and Report Phase.

Upon this Agreement becoming effective, ENGINEER shall:

2.1.1. Consult with OWNER to understand OWNER's requirements for the Project and review available data.

2.1.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data and services of the types described in paragraph 4.4. Data and services are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

2.1.4. Evaluate various alternate solutions available to OWNER as described in paragraph 4.4, and, after consultation with Owner, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.

2.1.5. Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design professional and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.

2.1.6. Furnish the Report to and review it with OWNER.

2.1.7. Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth in Exhibit A.

2.1.8. Submit the Report within the stipulated period indicated in Exhibit A.

2.1.9. ENGINEER's services under the Study and Report Phase will be considered complete at the earlier of (1) the

date when the Report has been accepted by OWNER or (2) thirty days after the date when the Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 2.1 are amended and supplemented as indicated in Exhibit A.

### 2.2. Preliminary Design Phase.

After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.2.1. On the basis of the Report, the recommended solution selected by OWNER and the specific modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2.2. Advise OWNER if additional reports, data or other information or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such reports, data or other information and services.

2.2.3. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph 2.1.5.

2.2.4. Furnish the Preliminary Design documents to and review them with OWNER.

2.2.5. Submit the Preliminary Design documents and revised opinion of probable Construction Cost within the stipulated period indicated in Exhibit A.

2.2.6. ENGINEER's services under the Preliminary Design Phase will be considered complete at the earlier of (1) the date when the Preliminary Design documents have been accepted by OWNER or (2) thirty days after the date when such Preliminary Design documents are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having

**Not Applicable**

jurisdiction to approve the Preliminary Design documentation, if such approval is to be obtained during the Preliminary Design Phase.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase as set forth in this paragraph 2.2 are amended and supplemented as indicated in Exhibit A.

### 2.3. Final Design Phase.

After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.3.1. On the basis of the accepted Preliminary Design documents, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER and the revised opinion of probable Construction Cost, prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen division format of the Construction Specifications Institute).

2.3.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

2.3.3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph 2.1.5, as a result of changes in scope, extent or character or design requirements of the Project.

2.3.4. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which will be generally consistent in form and substance with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

2.3.5. Furnish the above documents, Drawings and Specifications to and review them with OWNER.

2.3.6. Submit the above documents, Drawings and Specifications and a revised opinion of probable Construction Cost within the stipulated period indicated in Exhibit A.

2.3.7. ENGINEER's services under the Final Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Final Design Phase.

The duties and responsibilities of ENGINEER during the Final Design Phase as set forth in this paragraph 2.3 are amended and supplemented as indicated in Exhibit A.

### 2.4. Bidding or Negotiating Phase.

After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

2.4.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.

2.4.2. Issue Addenda, if appropriate to clarify, correct or change the Bidding Documents.

2.4.3. Consult with OWNER as to the acceptability of subcontractors, shops and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.4.4. At the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.4.5. The Bidding or Negotiating Phase will terminate and the services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may otherwise be required to complete the services called for in paragraph E7.2.5, if Exhibit E is a part of this Agreement).

The duties and responsibilities of the ENGINEER during the Bidding or Negotiation Phase set forth in this paragraph 2.5.1 are amended and supplemented as indicated in Exhibit A.

**2.5. Construction Phase.**

During the Construction Phase:

2.5.1. *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealing with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

2.5.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 2.5. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and

ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 2.5.2.2 and other express or general limitations in this Agreement and elsewhere.

2.5.2.2. The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions or programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes and orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2.5.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.5.4. *Clarifications and Interpretations; Field Orders.* ENGINEER shall issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Initial: Owner \_\_\_\_\_  
Engineer \_\_\_\_\_

2.5.5. *Change Orders and Work Change Directives.* ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

2.5.6. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.7. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment provided by Contractor, but subject to the provisions of paragraph 3.2.2.

2.5.8. *Inspections and Tests.* ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

2.5.9. *Decisions between OWNER and Contractor.* ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.5.10. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

2.5.10.1. ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute

ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 2.5.10.1 are expressly subject to the limitations set forth in paragraph 2.5.10.2 and other express or general limitations in this Agreement and elsewhere.

2.5.10.2. By recommending any payment ENGINEER shall thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

**Not Applicable**

**Not Applicable**

2.5.11. *Contractor's Completion Documents.* ENGINEER shall receive, review and transmit to Owner with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 2.5.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, the results certified indicate compliance with, the Contract Documents.

2.5.12. *Substantial Completion.* Following notice from Contractor that Contractor has the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

2.5.13. *Final Notice of Acceptability of the Work.* ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER can recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall issue a Certificate of Substantial Completion (the "Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph 2.5.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

2.5.14. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

2.5.15. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment. If the Project involves more than one prime contract as indicated in paragraph 5.5, Construction Phase services may be rendered at different times in respect of separate prime contracts.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 2.5 are amended and supplemented as indicated in Exhibit A.

## 2.6. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by Owner:

2.6.1. Provide assistance in connection with the refining and adjusting of any equipment or form.

2.6.2. Assist OWNER in training OWNER's staff to operate and maintain the Project.

2.6.3. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2.6.4. Prepare a set of reproducible record drawings showing record information which ENGINEER considers significant based on the Drawings, Shop Drawings, and other record documents furnished by Contractor to ENGINEER which were annotated by Contractor to show all changes made during construction. ENGINEER will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.

2.6.5. In conjunction with OWNER, visit the Project to observe any apparent defects in the completed work, assist OWNER in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.

2.6.6. Provide miscellaneous services as requested by OWNER in connection with Project closeout.

2.6.7. The Operational Phase may commence during the Construction Phase and will terminate one year after the date of Substantial Completion.

The duties and responsibilities of ENGINEER during the Operational Phase as set forth in this paragraph 2.6 are amended and supplemented as indicated in Exhibit A.

## SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

### 3.1. Additional Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.19, inclusive as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A.

These services will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3.1.3. Services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Exhibit A.

3.1.4. Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, Drawings, Specifications, or Contract Documents, or are due to any other causes beyond ENGINEER's control.

3.1.5. Services resulting from facts revealed about conditions:

3.1.5.1. which are different from information about such conditions that OWNER previously provided to ENGINEER under paragraph 4.4 and upon which ENGINEER was entitled to rely; or

3.1.5.2. as to which OWNER had responsibility to provide information under paragraph 4.4 if such information was not previously provided.

3.1.6. Providing renderings or models for OWNER's use.

3.1.7. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

3.1.8. Undertaking investigations and studies including, but not limited to, detailed consideration of operations,

maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.9. Furnishing services of ENGINEER's Consultants for other than Basic Services; and furnishing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same under paragraph 4.4.

3.1.10. Services attributable to a variation in the number of prime contracts from the number specified in Exhibit A for work designed or specified by ENGINEER.

3.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 2.

3.1.12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or Contract Documents as a result of such review processes.

3.1.13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

3.1.14. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

3.1.15. Providing field surveys for design purposes, engineering surveys and staking to enable Contractor to proceed with its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

3.1.16. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 2.6.3.

3.1.17. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 2.1.3 and 2.3.2).

3.1.18. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 4.12.

3.1.19. Other additional services performed or furnished by ENGINEER in connection with the Project, including services which are to be furnished by OWNER under Section 4, and services not otherwise provided for in this Agreement.

### 3.2. Required Additional Services.

When required by the Contract Documents in connection with the performance or furnishing of ENGINEER's services during the Construction Phase, ENGINEER shall perform or furnish, without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 3.2.1 through 3.2.6, inclusive. These services are not included as part of Basic Services except to the extent provided in Exhibit A. Required Additional Services will be paid for by OWNER as indicated in Section 6. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

3.2.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER if, because of the method of compensation agreed upon by OWNER and ENGINEER, the resulting change in compensation for Basic Services is not commensurate with the extent of the additional services rendered.

3.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is inappropriate for the Project or an excessive number of substitutions.

3.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of materials, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of *defective*, neglected or delayed work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by Contractor.

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to its Substantial Completion.

3.2.6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.

## SECTION 4 - OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4. Furnish to ENGINEER, as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:

4.4.1. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

4.4.2. the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment prior to and after installation, or to evaluate the performance of materials, equipment and facilities of OWNER, prior to specification, and during construction;

4.4.3. appropriate professional interpretations of all of the foregoing;

4.4.4. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;



4.4.5. field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;

4.4.6. property descriptions;

4.4.7. zoning, deed and other land use restrictions; and

4.4.8. other special data or consultations not covered in Section 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

4.5. Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.

4.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advise of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.8. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

4.9. Provide, as may be required for the Project:

4.9.1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

4.9.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.9.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the monies paid on account of the Contract Price.

4.10. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.10.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

4.10.2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 4.10.1 and 4.10.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.11. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.12. Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notice of certification requested under this paragraph.

4.13. If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

4.14. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive) and other costs of the types referred to in paragraph 2.1.5 so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

4.15. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.16. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

4.17. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

#### SECTION 5 - TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within the stipulated period identified in this Agreement after completion of the Final Design Phase or does not proceed in an orderly and continuous progression, ENGINEER may, after giving

seven days' written notice to OWNER, suspend services under this Agreement.

5.4. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by the OWNER:

5.4.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.4.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.5. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the cast of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

#### SECTION 6 - PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

##### **6.1. Methods of Payment for Services and Expenses of ENGINEER.**

6.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

Initial: Owner \_\_\_\_\_  
Engineer \_\_\_\_\_

6.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit B.

## 6.2. Other Provisions Concerning Payments.

6.2.1. *Preparation of Invoices.* Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices.* If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

### 6.2.3. *Payments Upon Termination.*

6.2.3.1. *Termination by OWNER for Cause.* In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.1.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also

will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.2. *Termination by OWNER for Convenience.* In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination, including other fair and reasonable sums for overhead and profit, and costs of terminating contracts with ENGINEER's Consultants.

6.2.3.3. *Termination By ENGINEER for Cause.* In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

## SECTION 7 - OPINIONS OF COST

### **7.1. Opinions of Probable Construction Cost.**

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.9.1.

### **7.2. Designing to Construction Cost Limit.**

If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit E, "Construction Cost Limit", to this Agreement.

### **7.3. Opinions of Total Project Costs.**

ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

## SECTION 8 - GENERAL CONSIDERATIONS

### **8.1. Termination.**

The obligation to provide further services under this Agreement may be terminated:

#### 8.1.1. *For cause,*

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; *provided, however,* that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

#### 8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3. In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. *For Convenience,* by OWNER effective upon the receipt of notice by ENGINEER.

### **8.2. Reuse of Documents.**

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect to the Project. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability

or legal exposure to ENGINEER, or to ENGINEER's Consultants. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### **8.3. Insurance.**

8.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

8.3.2. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insureds thereunder.

8.3.3. At any time OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage. If so requested by OWNER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense.

### **8.4. Controlling Law.**

This Agreement is to be governed by the law of Colorado and Mineral County.

### **8.5. Successors and Assigns.**

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or

monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

### **8.6. Dispute Resolution.**

If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement. OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights or other provisions of this Agreement, or under law.

### **8.7. Allocation of Risks - Indemnification.**

8.7.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

### **8.8. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement

Initial: Owner \_\_\_\_\_  
Engineer \_\_\_\_\_

(as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**8.9. Survival.**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

**8.10. Severability.**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SECTION 9 - EXHIBITS AND SPECIAL PROVISIONS**

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Further Description of Basic Engineering Services and Related Matters", consisting of 2 pages.

9.1.2. Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses", consisting of 2 pages.

9.2. This Agreement (consisting of pages 1 to 15, inclusive and the exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

City of Creede

By: \_\_\_\_\_

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

Address for giving notices:

City of Creede

2223 N. Main Street

P.O. Box 457

Creede, CO 81130

ENGINEER:

Meyer and Sams, Inc. dba GMS, Inc.

By: \_\_\_\_\_

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

Address for giving notices:

GMS, Inc., Consulting Engineers

611 N. Weber, Suite 300

Colorado Springs, CO 80903

EXHIBIT A TO AGREEMENT BETWEEN OWNER  
AND ENGINEER FOR PROFESSIONAL SERVICES  
FOR A STREET AND PEDESTRIAN IMPROVEMENTS  
PROJECT

---

Further Description of Basic Engineering Services  
and Related Matters

This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made for a Street and Pedestrian Improvements project between the City of Creede (OWNER) and GMS, Inc., Consulting Engineers (ENGINEER) providing for professional engineering services.

1. The Basic Services of ENGINEER as described in Section 2 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 5 of the Agreement are stipulated as indicated below.
2. During the Preliminary Design Phase, ENGINEER shall:
  - a. Attend and facilitate Colorado Department of Transportation (CDOT) Design Scoping Review meeting.
  - b. Assist with Public Involvement as deemed necessary by Owner, may include attendance at Public Meeting, preparation of presentation or other hand-out materials.
  - c. Conduct an existing conditions survey within the project limits which includes all topography and underground utilities located by others. The survey will also include subsurface utility depths and sizes as obtained from pulling structure covers and drawing research. Right-of-way research will also be performed to confirm property boundaries.
    - 1) It is assumed that right-of-way (ROW) acquisition, including temporary or permanent easements, will not be required for this project.
  - d. Secure appropriate geotechnical information as necessary.
    - 1) It is assumed that a CDOT pavement design report will not be required for this project.
  - e. Complete drainage analysis and submit preliminary hydraulic report to CDOT for initial review.
  - f. Submit preliminary (30%) plans to CDOT for meeting requirements for the Field Inspection Review (FIR) milestone. Attend and facilitate FIR meeting with Owner and CDOT.
  - g. Develop a preliminary set of CDOT standard specifications based special provisions for the project. The project manual shall include CDOT's project financing requirements.
  - h. Prepare preliminary designs and plans for the construction of the Street and Pedestrian Improvements project on the basis of one project.
3. During the Final Design Phase, ENGINEER shall:
  - a. Obtain ROW, Environmental and Utility clearances through CDOT processes.
  - b. Incorporate Owner and CDOT review comments into final plans, specifications, and reports.

Initial: Owner \_\_\_\_\_  
Engineer \_\_\_\_\_

- c. Finalize drainage report, incorporating CDOT and Town review comments.
  - d. Submit the design, bidding, and contract documents to the OWNER for review prior to CDOT Final Office Review (FOR) meeting.
  - e. Prepare and submit final (90%) plans, specifications, and cost estimate meeting CDOT requirements for FOR milestone. Attend and facilitate FOR meeting with Owner and CDOT. The bid package shall include required documentation from various funding agencies.
  - f. Incorporate FOR review comments and finalize plans, specifications and cost estimate for submittal to CDOT in order to obtain CDOT Concurrence to Advertise.
  - g. Present final plans and specifications to the OWNER.
  - h. The Final Design Phase services will be completed within approximately one hundred eighty (180) calendar days after authorization to proceed. This does not include the time CDOT takes for their review and approval of their submittal requirements.
4. Paragraph 1.3.9. concerning reference to *Standard General Conditions* shall be revised to include the document titled, "General Conditions," 19 pages, from the, "Contract Documents for Construction of Federally Assisted Water and Sewer Projects." In addition, paragraph 1.3.9. shall be revised to make reference to the 1990 Edition of the Standard General Conditions of the Construction Contract (No. 1910-8).
  5. The OWNER hereby authorizes the ENGINEER to provide the following additional services in accordance with Section 3 of this Agreement.
    - a. CDOT Right-of-Way
    - b. CDOT Utilities
    - c. CDOT Environmental
  6. GMS, Inc.'s understanding is that the City of Creede is considering two other projects that may potentially impact the scope of work and services provided under this contract. One of these projects includes the revision of Main Street to a one-way street. The second project includes a new Town Hall Complex and revisions to the N. Main Street alignment between 1<sup>st</sup> Street and Loma Street. Either of these projects may impact the scope of work necessary to complete this Street and Pedestrian Improvements project in which case an amendment may be required.
  7. Bidding and construction phase services are not included in this Agreement.



This is **Exhibit B**, consisting of 2 pages, referred in the **Agreement between OWNER and ENGINEER for Professional Services** for Street and Pedestrian Improvements Project.

**Payments to ENGINEER for Services and Reimbursable Expenses**

Section 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

**SECTION B6 - PAYMENTS TO ENGINEER**

**B6.1. Methods of Payment for Services and Expenses of ENGINEER.**

B6.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services as follows:

B6.1.1.1 *General.* The project consists of one general construction project. The design fee for the construction project is established in the amount of **\$157,000** for basic services.

B6.1.2 *For Additional Services.* OWNER shall pay ENGINEER for Additional Services as follows:

B6.1.2.1. *General.* For services of ENGINEER's principals and employees engaged directly on the Project performed or furnished pursuant to paragraph 3.1 or 3.2 (except services as a consultant or witness under paragraph 3.1.17), an amount based on the applicable labor rate schedule given in paragraph B6.1.4 and limited as provided in paragraph B6.1.2.3.

B6.1.2.2. *ENGINEER's Consultants.* For services of ENGINEER's Consultants performed or furnished pursuant to paragraph 3.1 or 3.2, the amount billed to ENGINEER therefor times a factor of 1.10.

B6.1.2.3. *Additional Services Authorized.* The following additional services and fees are hereby authorized as of the date of this Agreement.

- B6.1.2.3.1. CDOT Environmental..... \$40,000
- B6.1.2.3.2. CDOT Right-of-Way..... \$27,500
- B6.1.2.3.3. CDOT Utilities ..... \$33,542

B6.1.2.3.4. The maximum fee for additional services shown in paragraph B6.1.2.3.1 through B6.1.2.3.3 inclusive of \$101,042 shall apply to all services described. The amount for any one item shall not be limited by the amounts shown in paragraphs B6.1.2.3.1. through B6.1.2.3.3, but shall be limited to the maximum fee shown for all services.

B6.1.2.4. *Several Prime Contracts.* If more than one prime construction contract are awarded for work designed or specified by ENGINEER for the project, an additional lump sum fee will be determined by the OWNER and ENGINEER. The fee given in paragraph B6.1.1.1 is based on one prime construction contract.

B6.1.2.5. *Serving as a Witness.* For services performed by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding under paragraph 3.1.17, at the rate of \$1,800 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph B6.1.2.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph B6.1.2.2.

B6.1.3. *For Reimbursable Expenses.* OWNER shall pay ENGINEER for Reimbursable Expenses such as:

Reproduction, travel, meals while performing service, long distance telephone, postage, permit fees, delivery charges and expendable supplies used during the performance of the services. The charges for reimbursable expenses are contained in the various budget line items.

The amount payable to ENGINEER for Reimbursable Expenses will be the charge actually incurred or the imputed cost allocated by ENGINEER therefor times a factor of 1.10.

B6.1.4. *Basis of Fee Charges.* The professional fee for services provided hereunder, except for services described in paragraph B6.1.1.1, shall be charged to the OWNER on the basis of the following hourly rates as applicable:

Initial: Owner \_\_\_\_\_  
Engineer \_\_\_\_\_

1. Hourly rates for calendar year 2023

Principal	\$213.00
Senior Professional Engineer	\$187.00
Professional Engineer 2	\$166.00
Professional Engineer 1	\$148.00
Staff Engineer	\$133.00
Senior Design Technician	\$173.00
Professional Licensed Surveyor	\$136.00
Design Technician	\$113.00
Senior Resident Project Representative	\$121.00
Resident Project Representative	\$ 106.00
Executive Assistant	\$ 93.00
Administrative Services	\$ 78.00
Expenses	Cost plus 10%

2. Hourly rates for calendar year 2024

Principal	\$224.00
Senior Professional Engineer	\$196.00
Professional Engineer 2	\$174.00
Professional Engineer 1	\$155.00
Staff Engineer	\$140.00
Senior Design Technician	\$182.00
Professional Licensed Surveyor	\$143.00
Design Technician	\$119.00
Senior Resident Project Representative	\$127.00
Resident Project Representative	\$111.00
Executive Assistant	\$ 98.00
Administrative Services	\$ 82.00
Expenses	Cost plus 10%

3. Hourly rates for calendar year 2025

Principal	\$236.00
Senior Professional Engineer	\$206.00
Professional Engineer 2	\$183.00
Professional Engineer 1	\$163.00
Staff Engineer	\$147.00
Senior Design Technician	\$192.00
Professional Licensed Surveyor	\$151.00
Design Technician	\$125.00
Senior Resident Project Representative	\$134.00
Resident Project Representative	\$117.00
Executive Assistant	\$103.00
Administrative Services	\$ 86.00
Expenses	Cost plus 10%

**B6.2. Other Provisions Concerning Payments.**

*B6.2.3. Payments Upon Termination.*

B6.2.3.4. In the event of termination during any phase of the Basic Services, ENGINEER will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of the expense and labor rate schedules given in paragraphs B6.1.3 and B6.1.4 for services performed or furnished during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project.

## **WATER SUPPLY LEASE AGREEMENT**

This WATER SUPPLY LEASE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of December, 2023, between the Rio Grande Water Conservation District (“RGWCD”), for the use and benefit of its Special Improvement Districts, and the City of Creede, a statutory town of the State of Colorado (“Creede”) (together, “the Parties” or individually as “Party”).

### **RECITALS**

A. Creede holds title to 0.5 cfs of the 7.0 cfs originally decreed to the Kanawha Ditch and Pipeline water right and 0.5 cfs decreed to the Cochran-Pioneer water right, both of which were decreed as sources of supply for Creede’s plan for augmentation in Case No. 94CW31, District Court, Water Division No. 3 (“94CW31 Decree”), and as further decreed in Case No. 07CW60, District Court, Water Division No. 3 (“07CW60 Decree”). The 94CW31 Decree and the 07CW60 Decree are referred to collectively herein as the “Augmentation Plan”.

B. As decreed, the Augmentation Plan provides Creede with surplus augmentation water available for Creede to replace increased stream depletions which may occur as Creede grows. At the present time, Creede continues to have surplus augmentation water available under the Augmentation Plan that it may lease to others on a temporary basis (“Excess Augmentation Credits”).

C. Pursuant to the April 24, 2012 Perpetual Water Supply Agreement (“RGS Agreement”) between Creede and Rio Grande Silver, Inc. (“RGS”), recorded at Reception No. 67589 of the Mineral County real property records, Creede has the obligation to make 0.25 cfs of the 0.5 cfs decreed to Creede’s Cochran-Pioneer water right (the “RGS 0.25 cfs”) available for RGS’s use for its mining, milling or restoration operations.

D. Although Creede retains the right to use the RGS 0.25 cfs at times when RGS is not using the RGS 0.25 cfs under the RGS Agreement, because RGS has the senior right to use the RGS 0.25 cfs, the RGS 0.25 cfs may not be available to Creede to generate Excess Augmentation Credits for lease to RGWCD under this Agreement.

E. The RGWCD’s Special Improvement Districts (“SIDs”) have approved plans of water management. Such plans require the remedy of injurious depletions to senior surface water rights due to depletions to stream flow caused by groundwater withdrawals of wells that are within the various plans of water management. The RGWCD seeks surface water supplies to use in the annual replacement plans, as required by the plans of water management, as one available source to remedy injurious depletions. The RGWCD will assign any water under this Agreement to one or more SIDs for their use through other agreements.

F. The RGWCD desires to purchase and Creede desires to lease the Excess Augmentation Credits on the terms set forth below.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease Term. The term of this Agreement is from January 1, 2024 through April 30, 2024 (“Lease Term”).
2. Quantity and Source of Leased Water. Subject to the terms herein, Creede will lease to RGWCD up to thirty (30) acre-feet of Excess Augmentation Credits per month during the Lease Term (“Leased Water”). The Parties acknowledge that there may be less than thirty acre-feet of Excess Augmentation Credits available in any or all months during the Lease Term. The Excess Augmentation Credits may be released and delivered by Creede, in its discretion, from any of the sources available to Creede under the Augmentation Plan. However, during the Lease Term, Creede will not enter into any agreement that assigns, leases, or sells any Excess Augmentation Credits to any person or entity other than the RGWCD.
3. Availability of Leased Water.
  - 3.1 Leased Water Supplied to the RGWCD. On or before the 15<sup>th</sup> day of each month, Creede will provide Notice to the RGWCD of the quantity and timing of Leased Water expected to be available to the RGWCD under this Agreement in the following month. Creede will supply such accounting and other information as the RGWCD or the Division Engineer for Water Division No. 3 may require to implement this Agreement or for the RGWCD’s or its SIDs’ use of the water supplied under this Agreement.
  - 3.2 Leased Water Limitations. Notwithstanding any other provision in this Agreement, Creede’s obligation to provide Leased Water to the RGWCD is expressly conditioned on the legal and physical availability of Excess Augmentation Credits under Creede’s permits, decrees, and water rights and shall be subordinate to Creede’s water needs. Creede expressly disclaims any warranty as to the volume of Leased Water that will be delivered to the RGWCD under this Agreement.
  - 3.3 Force Majeure. Neither Party is liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due solely to conditions or events of force majeure, as that term is defined in this section, provided that: (i) the non-performing Party gives the other Party prompt Notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its

inability to perform. As used herein, “force majeure” means any delay or failure of performance under this Agreement caused by events beyond a Party’s reasonable control and without the fault of the Party including, without limitation: (a) acts of God; (b) action of the elements such as flood, fire, drought or other reduction in water supply legally and physically available to Creede, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. To the extent that a Party’s performance is postponed or excused by an event of force majeure, the other Party’s corresponding obligation to perform is likewise postponed or excused.

4. Location of Delivery.

- 4.1 Creede shall deliver the Leased Water to the RGWCD in Willow Creek at or near the point on the westerly side of Willow Creek which point is North 40 degrees 20 minutes East, 1,792.2 feet from the south quarter corner of Section 25, T42N, R1W, N.M.P.M., and being within the SE1/4 of Section 25, T42N, R1W, N.M.P.M., Mineral County, Colorado (“Delivery Point”).
- 4.2 Once the Leased Water is delivered to the Delivery Point, the RGWCD shall bear all losses, including but not limited to transit losses and/or evaporative losses, associated with the conveyance of the Leased Water from the Delivery Point to the RGWCD’s or SIDs’ point(s) of use of the Leased Water.

5. Accounting.

- 5.1 Creede shall maintain monthly accounting of all deliveries of Leased Water to the Delivery Point for the RGWCD and shall incorporate that accounting into its accounting under the Augmentation Plan. Upon the RGWCD’s request, Creede shall supply such accounting and other information as the RGWCD or the Division Engineer for Water Division No. 3 may require to implement this Agreement for the RGWCD’s or SIDs’ use of the Leased Water.
- 5.2 The RGWCD shall maintain daily accounting of its diversion and use of the Leased Water and shall provide that accounting to Creede on a monthly basis, within thirty days of the end of the month being accounted for.

6. Price. The RGWCD agrees to pay Creede the price of sixty-five dollars (\$65.00) per acre-foot of Leased Water delivered by Creede to the Delivery Point for the RGWCD's or SIDs' use. The RGWCD's payments to Creede pursuant to this paragraph 6 are non-refundable and are not contingent upon whether the Leased Water is actually diverted or used by the RGWCD or its SIDs, so long as Creede delivered the Leased Water to the Delivery Point.
7. Payment. On or before the 15<sup>th</sup> day of each month, Creede must supply to the RGWCD an accounting of the Leased Water actually delivered to the Delivery Point for the RGWCD during the previous month. The RGWCD will have seven days to provide Notice to Creede that it disputes such accounting. If the RGWCD does not dispute the accounting, payment to Creede is due by the 15<sup>th</sup> day of the succeeding month. If the RGWCD provides Notice that it disputes the accounting provided, the Parties will attempt to resolve said dispute. If the Parties cannot resolve the dispute, each Party reserves any and all remedies provided by this Agreement or that exist without this Agreement.
8. Failure to Pay. If the RGWCD fails to pay when due the lease payment required herein, then this Agreement may be terminated in full by Creede, and Creede will have no obligation to provide any additional Leased Water.
9. Use of Leased Water.
  - 9.1 Approvals and a SWSP. The use of the Leased Water under this Agreement is expressly conditioned on the RGWCD obtaining the prior written approval of State Water Officials to use the Leased Water on a temporary basis. The RGWCD is responsible for obtaining any approvals necessary for the RGWCD's proposed delivery and use of the Leased Water. The Parties expressly acknowledge that an approved Substitute Water Supply Plan ("SWSP") pursuant to section 37-92-308, C.R.S. may be necessary for the RGWCD or its SIDs to put the Leased Water to the intended use. No such plan or approval sought by the RGWCD or its SIDs for use of the Leased Water may involve a change or review of Creede's water rights or Augmentation Plan in Court.
  - 9.2 Creede's Role. Creede will reasonably cooperate with the RGWCD and supply necessary data and other information as the RGWCD deems necessary to pursue a SWSP. The RGWCD shall provide any SWSP application or notice to Creede for review and comment prior to submittal to State Water Officials. Creede may submit comments to the State Engineer on any such application for a SWSP or a SWSP renewal and may file a statement of opposition or objection to any such water court application or notice at Creede's sole expense.
  - 9.3 Termination to Protect Creede's Water Rights. The RGWCD agrees that it will use its best efforts not to jeopardize Creede's water rights by taking any action that causes or potentially could cause a reopening of any of

Creede's water court decrees including, without limitation, the Augmentation Plan. If a third party seeks review of Creede's water rights or decrees in Water Court in connection with the RGWCD's or the SIDs' use of the Leased Water in a SWSP or other approval from State Water Officials, Creede, in its sole discretion and upon prior notice to the RGWCD, may terminate this Agreement. The RGWCD acknowledges that, following the expiration or termination of this Agreement, Creede has no duties or obligation to lease water for the replacement of depletions, delayed or otherwise, arising from the operation of any such SWSP or other approval from State Water Officials.

- 9.4 Other Permits / Approvals. RGWCD is responsible for obtaining all necessary authorizations, approvals, and/or permits from private or governmental agencies required for the RGWCD, including its SIDs, to use the Leased Water under this Agreement. Upon Creede's request, the RGWCD shall provide copies of any such authorizations, approvals, and/or permits to Creede.
10. Creede's Title. Creede represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Creede further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
11. Title to the Water Rights. Nothing herein grants or may be interpreted to grant any legal or equitable title in or to any of Creede's water rights or Augmentation Plan.
12. Untreated Water. The Leased Water delivered to the RGWCD under this Agreement is derived from untreated water of whatever quality is now or in the future available as Excess Augmentation Credits. Delivery of the Leased Water under this Agreement is on an "as is" basis only. Creede makes no warranty, express or implied, concerning the quality of the Leased Water. Further, Creede expressly disclaims any implied warranties of the Leased Water's merchantability or fitness for a particular purpose.
13. Responsibility for Use and Indemnification. The RGWCD shall bear all responsibility for its use of the Leased Water upon Creede's delivery of the Leased Water under this Agreement, together with all costs associated with that use. To the extent permitted by law, the RGWCD must defend, indemnify, and hold Creede harmless from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising from the RGWCD's use of the Leased Water after Creede's delivery of the Leased Water as provided for in this Agreement. In the event that the RGWCD is obligated to indemnify Creede, it may terminate this Agreement, subject to its obligations to Creede for its prior use of the Leased Water.

14. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery, or performance of this Agreement by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from leasing the Leased Water.

15. Notice. All Notices and other communications that are required or permitted to be given to the Parties under this Agreement are sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier is effective upon such delivery; notice provided through U.S. Mail is effective three days after deposit in the U.S. Mail. The Parties shall give notice to the receiving Party at the following addresses:

To Creede: Town Manager  
City of Creede  
P.O. Box 457  
Creede, CO 81130  
Email: [manager@creedetownhall.com](mailto:manager@creedetownhall.com)

To RGWCD: District Manager  
Rio Grande Water Conservation District  
18805 Independence Way  
Alamosa, CO 81101  
Email: [cleave@rgwcd.org](mailto:cleave@rgwcd.org)

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

16. Default and Remedies. A default occurs if either Party breaches its obligations under this Agreement and fails to cure such breach within ten days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default will not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, the non-breaching Party also will have the right to seek specific performance and damages, provided however, that such Party first must have given the breaching Party written Notice of such noncompliance and an opportunity to cure pursuant to this paragraph 16. The non-breaching Party will also be entitled to its reasonable attorneys' fees and expenses resulting from successful legal action to obtain legal remedies for a default.

17. No Continuing Duty to Supply Water. Creede has no obligation to supply water to the RGWCD or its SIDs after this Agreement expires or is otherwise terminated.



18. Miscellaneous Provisions.

- 18.1. Governmental Immunity. Nothing in this Agreement waives or may be construed to waive either Party's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.
- 18.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by Creede or the RGWCD to one another with respect to this Agreement.
- 18.3. Survival. Each of the representations and warranties made by Creede and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this Agreement, shall survive the termination.
- 18.4. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
- 18.5. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of Creede and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the entire Agreement will terminate.
- 18.6. Waiver. The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 18.7. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit

of the Parties hereto and their respective heirs, successors, and assigns, if any. Creede may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity, except the RGWCD's SIDs, without the prior written consent of Creede, which consent shall not be unreasonably withheld.

- 18.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Mineral County, State of Colorado.
- 18.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 18.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 18.11. Time. Time is of the essence in this Agreement.
- 18.12. Legal Counsel. Each Party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it cannot be construed against any Party on the basis of authorship.
- 18.13. Relationship of Parties. Nothing within this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- 18.14. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated in that Party's signature block below.

**CITY OF CREEDE**

**ATTEST**

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

\_\_\_\_\_  
Sarah Efthim-Williamson, City Clerk                      Date

**RIO GRANDE WATER CONSERVATION  
DISTRICT**

\_\_\_\_\_  
President, Greg Higel                      Date

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement made on this \_\_\_\_ day of December 2023 by and between the City of Creede, a Colorado Town, the "Landlord" and Muley's Disposal Service, Inc., the "Tenant". The Landlord and Tenant are collectively referred to in this Lease Agreement as the "Parties".

Landlord is the owner of land and improvements commonly known as "the Barn Property" located at 1404 Rio Grande Ave., Creede, CO 81130, attached as "Exhibit A" and hereafter referred to as the "Leased Premises".

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. LEASE TERM. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1<sup>st</sup>, 2024 and ending on December 31, 2024. The term of the lease may be extended by written agreement of the Parties. The lease may be terminated by either party at any time with ninety (90) days written notice.

2. RENT. Tenant shall pay to Landlord during the Initial Term rental of \$24,000.00 per year, payable in installments of \$2000 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. USE. Tenant is allowed to utilize the Leased Premises for keeping equipment, tools, containers and other items associated with a waste disposal service. The Tenant will not store full dumpsters or other trash containers on the Leased Premises for more than 24 hours, with the exception of full roll-off containers, which may be stored for up to one week. The Tenant will also keep and maintain at least one (1) fire extinguisher in operating order, inspected annually, on the premises as required by the City's insurance carrier.

4. UTILITIES. The Contractor will be responsible for all utility expenses associated with Leased Premises.

5. NOTICE. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord Notice Address: City of Creede, PO Box 457, 2223 N. Main St. Creede, CO 81130 .

Tenant Notice Address: 1412 Rio Grande Ave., PO Box 369, Creede, Colorado, 81130.

6. DAMAGE AND DESTRUCTION. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within 14 days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage.

7. DEFAULT. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fourteen (14) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased

Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

8. SUBLEASE AND ASSIGNMENT. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease Agreement in whole or in part.

9. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

10. SIGNS. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances.

11. ENTRY. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. QUIET POSSESSION. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. CONDEMNATION. If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

14. WAIVER. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

15. SUCCESSORS. The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

16. COMPLIANCE WITH LAW. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

17. FINAL AGREEMENT. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Colorado as well as all the City of Creede Municipal Code.

27. ADDITIONAL PROVISIONS.

A. Tenant shall make a one-time payment in the amount of \$8,000.00 to the Virginia Christensen Recreation Center in order to satisfy outstanding donation obligations under the 5/1/2001 lease.

B. Landlord and Tenant agree that Tenant will pay \$15,000 for unpaid utility bills at the rate of \$\_\_\_\_\_ month to the Landlord for missed electricity payments as required by the 5/1/2001 lease.

C. The Rent specified in "2" above shall be reduced by \$\_\_\_\_\_ per month in exchange for trash hauling services provided to the Landlord by the Tenant. Specifically, the Tenant shall provide trash hauling services according to the following schedule:

1. Main Street - Ten (10) public trash containers. Collection Schedule: once per week from September 16th to May 14th and Twice per week during the dates from May 15<sup>th</sup> to September 15<sup>th</sup>.

2. City Hall and Public Works shop – One (1) dumpster. Collection Schedule: Once per week all year.

3. Virginia Christensen Recreation Center – One (1) dumpster. Collection Schedule: Once per week all year.

4. Baseball and Skate Park - Four (4) public trash containers. Collection schedule: Once per week from September 16th to May 14th and Twice per week during the dates from May 15<sup>th</sup> to September 15<sup>th</sup>.

5. Basham Park- Four (4) public trash containers. Collection schedule: Once per week from September 16th to May 14th and Twice per week during the dates from May 15<sup>th</sup> to September 15<sup>th</sup>.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this \_\_\_\_\_ day of December, 2023.

LANDLORD

TENANT

CITY OF CREEDE

MDS WASTE AND RECYCLE, INC.

By \_\_\_\_\_  
Jeffrey Larson, Mayor

By \_\_\_\_\_

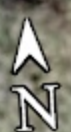
ATTEST:

\_\_\_\_\_  
Josie Bielenberg, City Clerk

dy Gulch

📌 Tomkins Lumber and Hardware Staging Area

N Main St



**City of Creede, Colorado**  
**Request for Proposals**  
**For the Construction of a Covered Entrance to the**  
**Virginia Christensen Recreation Center**

The City of Creede is currently soliciting proposals from qualified contractors for the construction of a covered entrance to the Virginia Christensen Recreation Center. Construction documents pertaining to the work to be performed is available @ ...

If interested, please submit a detailed cost estimate that includes the purchase of all materials as well as the labor and all other expenses required to complete the work. Also please include an estimate of the timeframe for work performed that includes the start date and anticipated completion date. Proposals must be received by the City no later than 4:00 PM on Friday 1/12/23. Proposals may be emailed to [manager@creedetownhall.com](mailto:manager@creedetownhall.com) or mailed to City of Creede, Attention Louis Fineberg, Town Manager, PO Box 457, Creede, CO 81130.

Visits to the site can be arranged by contacting Louis Fineberg @ (719) 658-2276 # 1 or via email at [manager@creedetownhall.com](mailto:manager@creedetownhall.com).



**APPROVED**  
By Dan Naiman as Noted at 8:51 am, Oct 17, 2023



DON SPENCER, A.I.A.  
ARCHITECT  
OWNERS REPRESENTATIVE  
719 696 5783  
RDSPENCER2017@GMAIL.COM  
404 SAN JUAN AVE, ALAMOSA, CO 81101

CONSULTANTS

STAMP & SIGNATURE



08/02/23

PROJECT

**New Facility Entrance**

408 La Garita Street  
Creede, CO 81130

Mineral County  
Colorado

OWNER

City of Creede

Virginia Christensen  
Multi-Use Facility

SUBMITTALS

No.	Date	Description
1		Preliminary Design
2		Schematic Design
3		Construction Documents

DRAWING INFORMATION

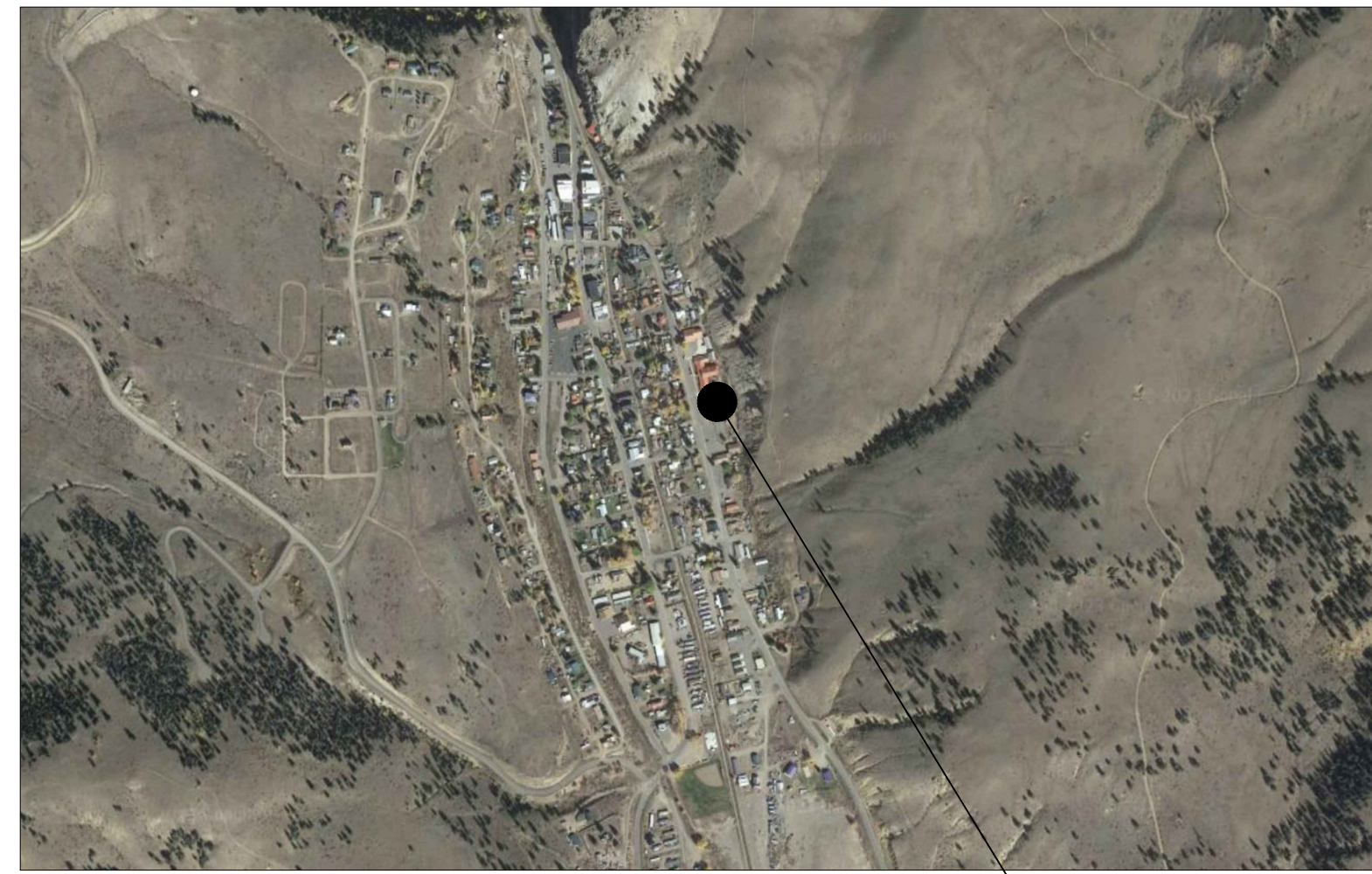
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Print Draft Number:	
Drawn By:	AS & RZ
Checked By:	RDS
Drawing Date:	08/02/23

SHEET TITLE

Cover Sheet

**A-0**

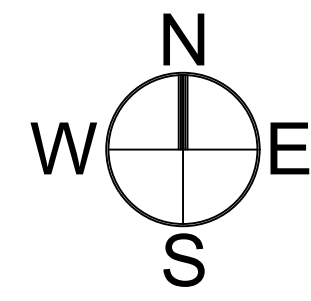
Sheet Number: 1 of 7



Vicinity Map

THIS PROJECT

**LEGAL DESCRIPTION**  
LOTS 1 THRU 17 BLOCK 14 SOUTH CREEDE



Project Description

Name: New Facility Entrance  
Address: 408 La Garita Street  
Creede, CO 81130

City of Creede  
Adopted Code: IBC 2003

Occupancy: Group A-3, Recreation

INDEX OF DRAWINGS

**Architectural**  
A-0 Cover Sheet and Site Plan  
A-1 Floor Plan  
A-2 Elevations

**Structural**  
S0.0 Design Criteria, Specifications, Table of Drawings  
S1.0 Footings  
S2.0 Roof Layout  
S3.0 Framing



**1 SITE PLAN**  
SCALE: 1/16" = 1'-0"

**APPROVED**  
By Dan Naiman as Noted at 8:51 am, Oct 17, 2023



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08/02/23

PROJECT

**New Facility  
Entrance**

408 La Garita Street  
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City of Creede

Virginia Christensen  
Multi-Use Facility

SUBMITTALS

No.	Date	Description
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3		Construction Documents

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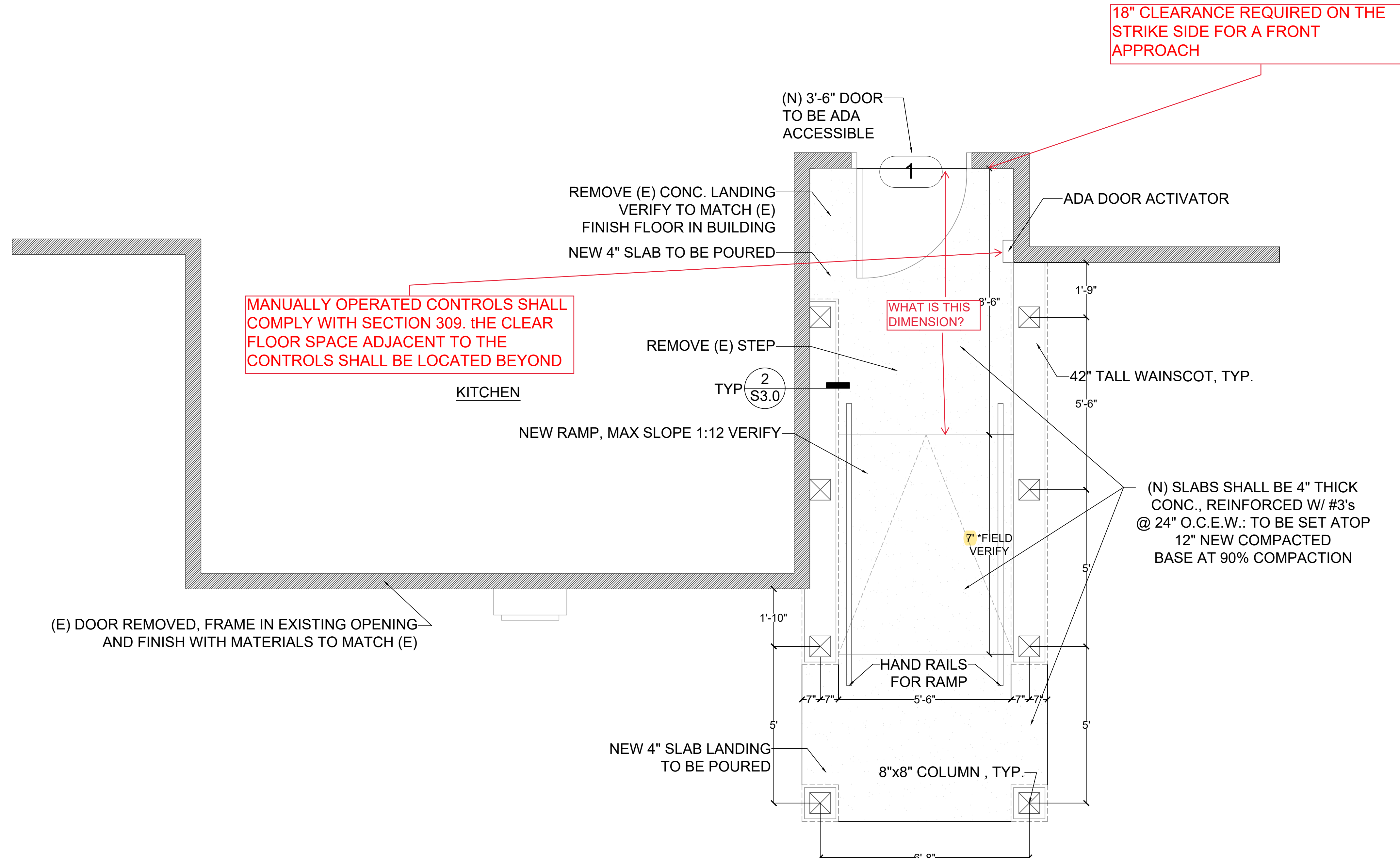
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Print Draft Number:  
Drawn By: AS & RZ  
Checked By: RDS  
Drawing Date: 08/02/23

SHEET TITLE

FLOOR PLAN

**A-1**

Sheet Number: 2 of 7

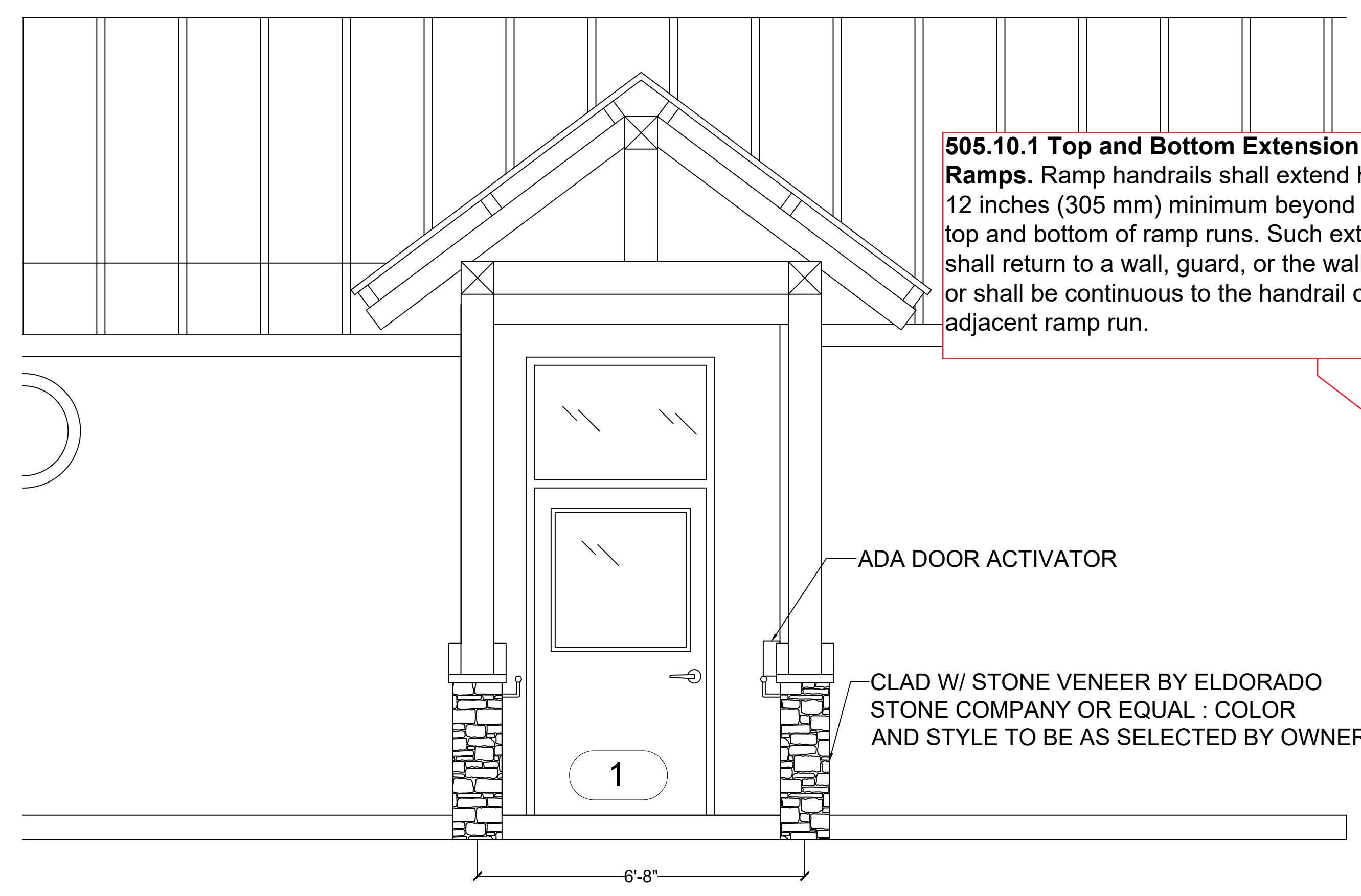


**1 FLOOR PLAN**  
SCALE: 1/2" = 1'-0"

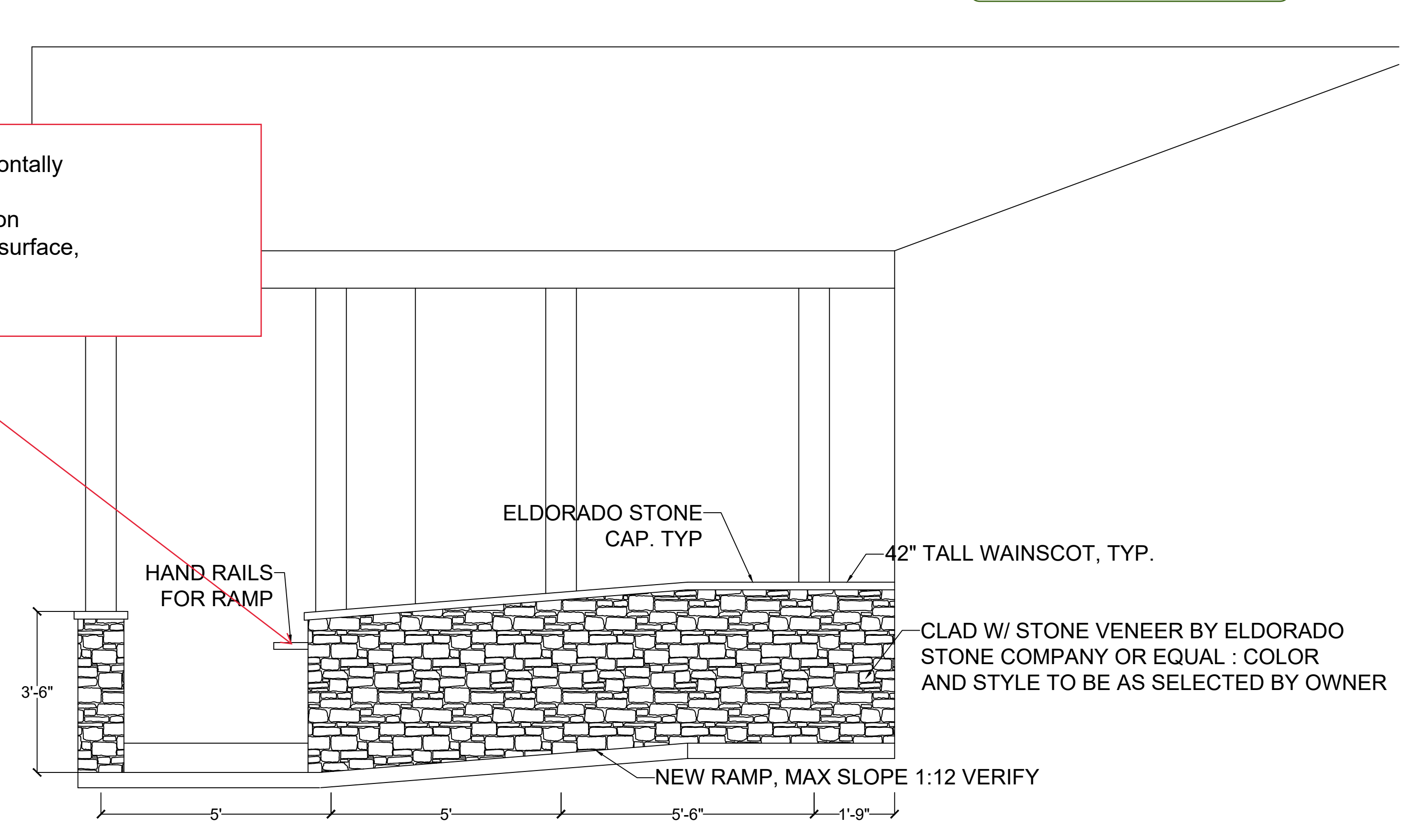
**DOOR SCHEDULE**

NUMBER	WIDTH	HEIGHT	TYPE	MATERIAL	NOTES
1	3'-6"	6'-8"	E-1	FIBERGLASS	HALF LITE, INSULATED FIBERGLASS DOOR BY PROVIA CO. OR EQUAL, W/ PANIC HARDWARE INT., ADA ACCESSIBLE HARDWARE EXT.: TO BE SELECTED BY OWNER

**APPROVED**  
By Dan Naiman as Noted at 8:50 am, Oct 17, 2023

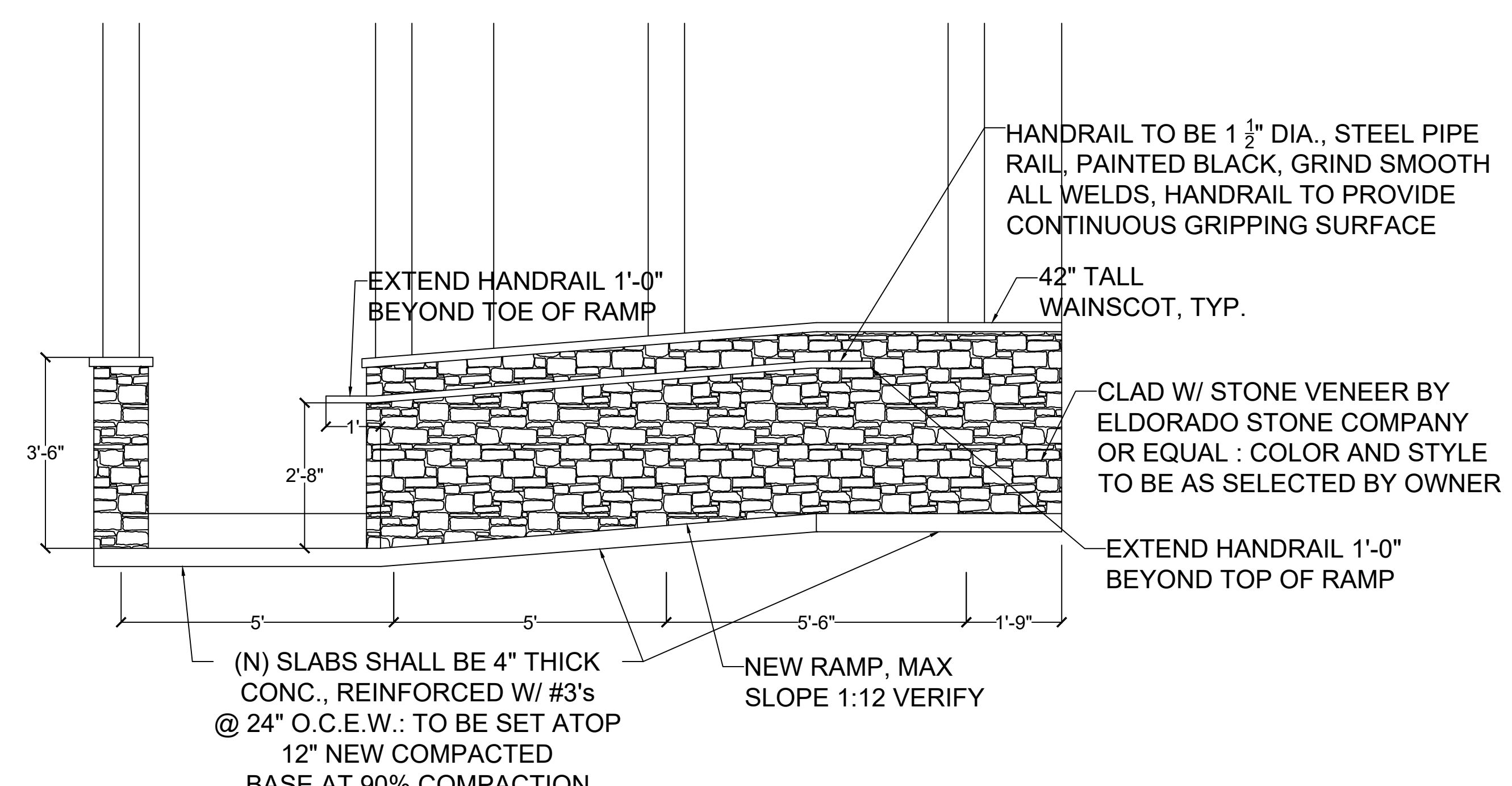
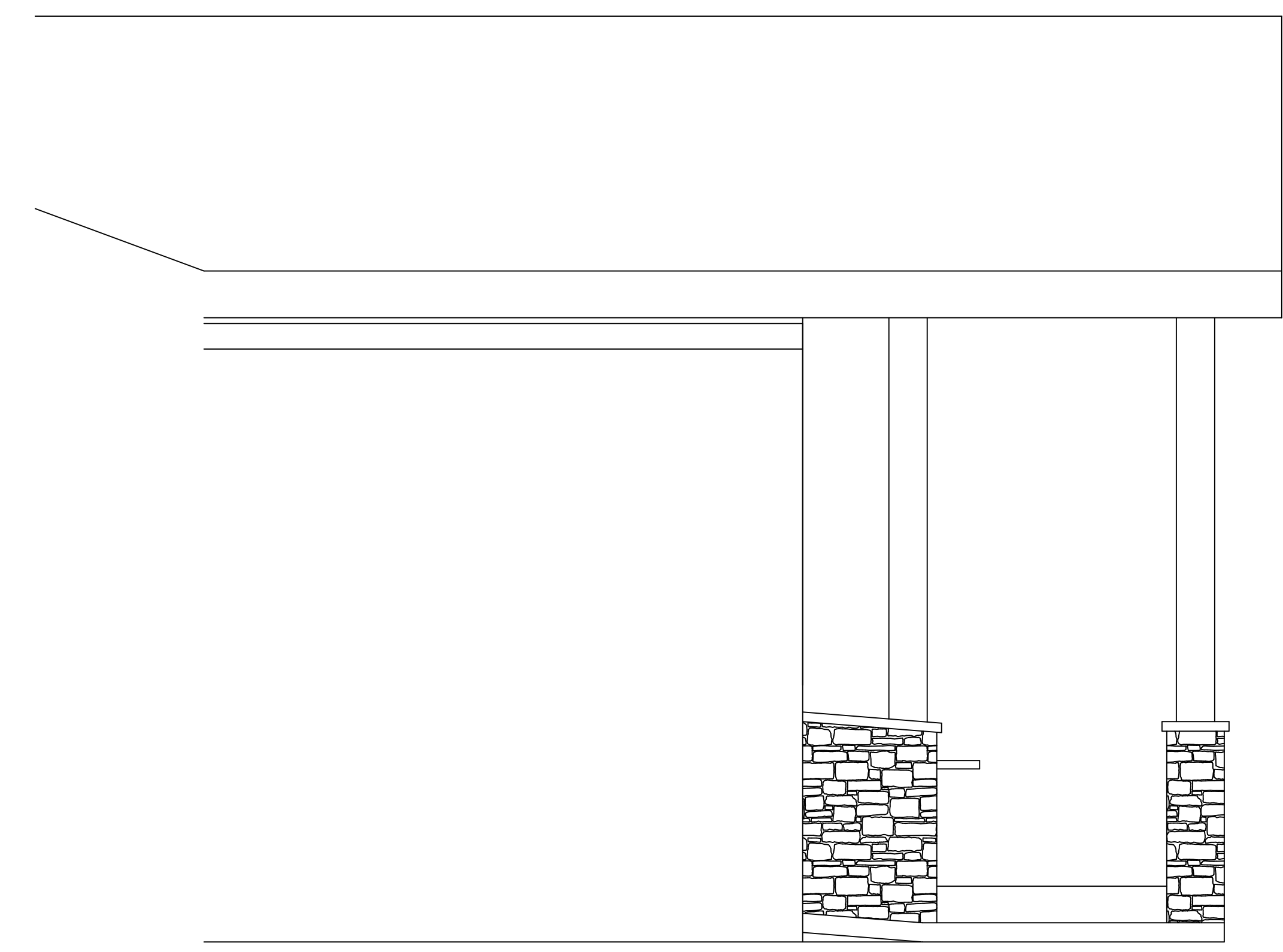


**505.10.1 Top and Bottom Extension at Ramps.** Ramp handrails shall extend horizontally 12 inches (305 mm) minimum beyond the top and bottom of ramp runs. Such extension shall return to a wall, guard, or the walking surface, or shall be continuous to the handrail of an adjacent ramp run.



**1 NORTH ELEVATION**  
SCALE: 1/2" = 1'

**2 WEST ELEVATION**  
SCALE: 1/2" = 1'



**3 WEST ELEVATION**  
SCALE: 1/2" = 1'

**4 RAMP HANDRAIL PLACEMENT**  
SCALE: 1/2" = 1'

(N) SLABS SHALL BE 4" THICK CONC., REINFORCED W/ #3's @ 24" O.C.E.W.: TO BE SET ATOP 12" NEW COMPACTED BASE AT 90% COMPACTION

**Spencer**  
architecture studio

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**PROJECT**  
New Facility  
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408 La Garita Street  
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Colorado

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City of Creede

Virginia Christensen  
Multi-Use Facility

**SUBMITTALS**

No.	Date	Description
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2		Schematic Design
3		Construction Documents
4		
5		

**DRAWING INFORMATION**

Job Number:  
Print Draft Number:  
Drawn By: AS & RZ  
Checked By: RDS  
Drawing Date: 08/02/23

**SHEET TITLE**  
Elevations

**A-2**  
Sheet Number: 3 of 7



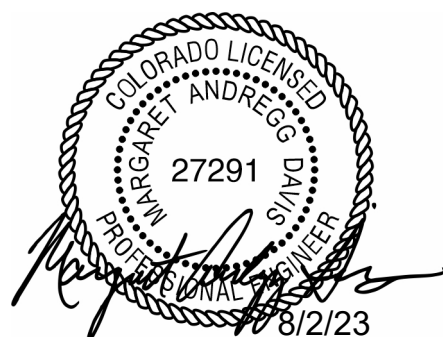
Spencer  
architecture studio

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**CONSULTANTS**

Andregg Davis Engineering, LLC  
216 Horizon Drive  
Fredericksburg, TX 78624  
210 229 9127

**STAMP & SIGNATURE**



**PROJECT**

**New Facility  
Entrance**

408 La Garita Street  
Creede, CO 81130

Mineral County  
Colorado

**OWNER**

City of Creede  
  
Virginia Christensen  
Multi-Use Facility

**SUBMITTALS**

No.	Date	Description
1		Preliminary Design
2		Schematic Design
3		Construction Documents

**DRAWING INFORMATION**

Job Number: JOB NUMBER  
Print Draft Number: 1  
Drawn By: RZ  
Checked By: RDS  
Drawing Date: 08/02/2023

**SHEET TITLE**

Design Criteria,  
Specifications, Table of  
Drawings

**S0.0**

Sheet Number: 4 of 7

**General Requirements**

- Overall building dimensions used are based on the Architectural floor plan and must be verified with the architectural drawings prior to construction of form-work and placement of concrete. Existing building dimensions to be field verified.
- Contractor to verify existing conditions prior to commencing work. Notify engineer of record of any discrepancies before proceeding.
- Do not scale drawings for purposes of establishing dimensions.
- It is the contractor's responsibility to provide all necessary bracing and shoring for construction and any other temporary supports. Requirements of OSHA and other governing bodies have jurisdiction at the site.

**Special Inspections**

- Special Inspection work and the final letter of compliance have not been included in the structural engineer scope of services. The owner is responsible for obtaining the services of a special inspector.

**Design Criteria**

Building Code.....IBC 2003  
Occupancy Category.....Normal (Category II)

**Dead Loads**

Roof.....10 psf

**Live Loads**

Roof.....20 psf  
Floor.....40 psf

**Snow Loads**

Roof Snow.....80 psf  
Snow Importance Factor (I).....1.00  
Snow Exposure Factor (Ce).....1.00  
Thermal Factor (Ct).....1.00  
Frost Depth .....36 inches

**Wind Loads**

Basic Wind Speed.....90.0 mph  
Wind Importance Factor (I).....1.00  
Wind Exposure Category.....B

**Seismic**

Seismic Importance Factor (I).....1.00  
Seismic Design Category.....C  
Soil Site Class.....D Stiff Soil

Ss.....0.323 g      Sds .....0.332 g  
S1.....0.094 g      Sd1.....0.150 g

Note: Evaluation of the existing building is not in this scope of work

**Concrete**

- Standards: ACI Specification for structural concrete 301, ACI 318 and Commentary ACI 318R; plus ACI 302 latest editions.
- Formwork per ACI guide 347-14 and SP-4 latest editions
- Reinforcing per ACI specification for structural concrete 301-10, CRSI Manual of Standard Practice and WRI Design of slab on grade foundations latest editions
- Concrete Reinforcing Materials shall conform to the following:
  - Typical bars.....ASTM 615 Grade 60
  - No. 3 bars.....ASTM 615 Grade 40
  - Deformed bars.....ASTM A1064 Grade 70
  - Welded wire reinforcement .....ASTM A1064
- All reinforcing materials must be supported and held in place using steel wire bar supports in accordance with CRSI.
- Welding of rebar is not allowed unless noted on the drawings.
- Minimum clear concrete cover shall be as follows unless noted otherwise:
  - Concrete cast directly against earth – three inches
  - Concrete exposed to weather or earth – two inches
  - Concrete slab on grade – 1-1/2 inches
- All continuous reinforcement shall lap a minimum of 36 bar diameters.
- Concrete mixture must be normal weight type (145 pcf) and designed per ACI 318-14 with 3000 psi (w/c – 0.50 max)
- Form removal shall not take place until the concrete has reached 70 percent of the specified 28-day compressive strength. Concrete footings and slab shall be cured for a minimum of 14 days before work can commence on them.

**Wood**

- All exposed lumber should be Western Red Cedar grade 2 with 19% maximum moisture content of any species. Select and cut lumber to eliminate knots and other defects that would interfere with attachment of other work.
- Wood framing for stem wall to be southern pine no. 2.
- Any wood in contact with earth or concrete shall be treated.
- Fasteners should be as follows: bolts, nails, brads and staples and should comply with ASTM F 1667; wood screws should comply to ASME B18.6.1; power driven fasteners should comply with NES-NER-272.

**Table of drawings**

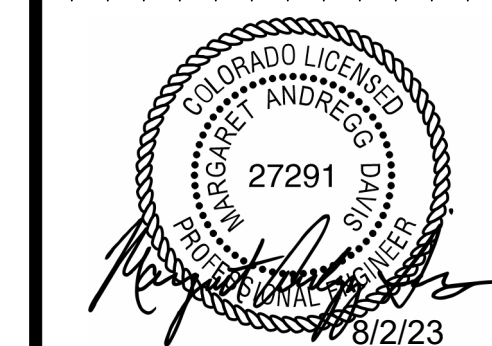
S 0.0 Design Criteria, Specifications, Table of Drawings  
S 1.0 Footings and Slab  
S 2.0 Roof Layout  
S 3.0 Framing



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 216 Horizon Drive  
 Fredricksburg, TX 78624  
 218 229 9127

**STAMP & SIGNATURE**



**PROJECT**  
 New Facility  
 Entrance

408 La Garita Street  
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 Colorado

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 City of Creede  
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 Multi-Use Facility

**SUBMITTALS**

No.	Date	Description
1		Preliminary Design
2		Schematic Design
3		Construction Documents

**DRAWING INFORMATION**

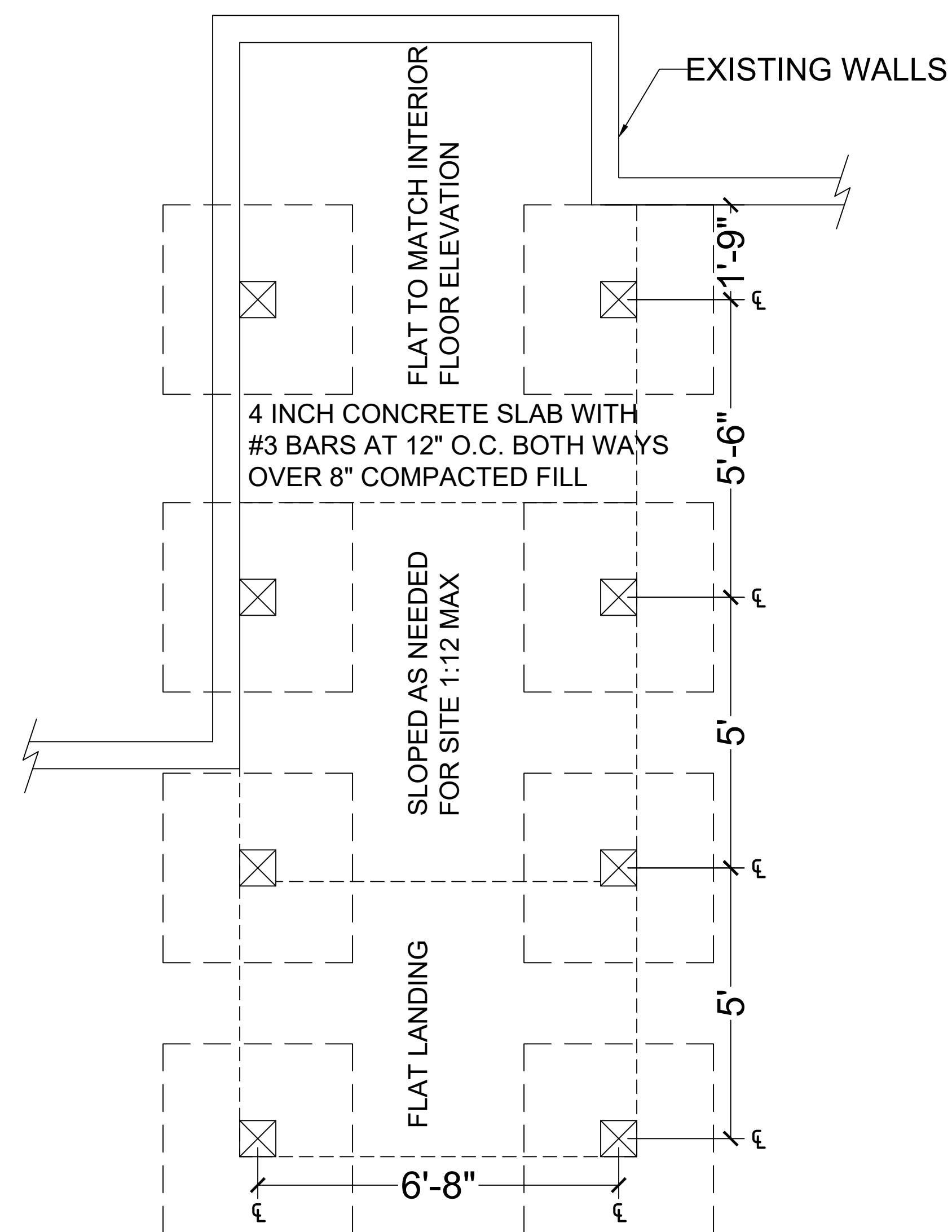
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 Checked By: RDS  
 Drawing Date: 08/02/2023

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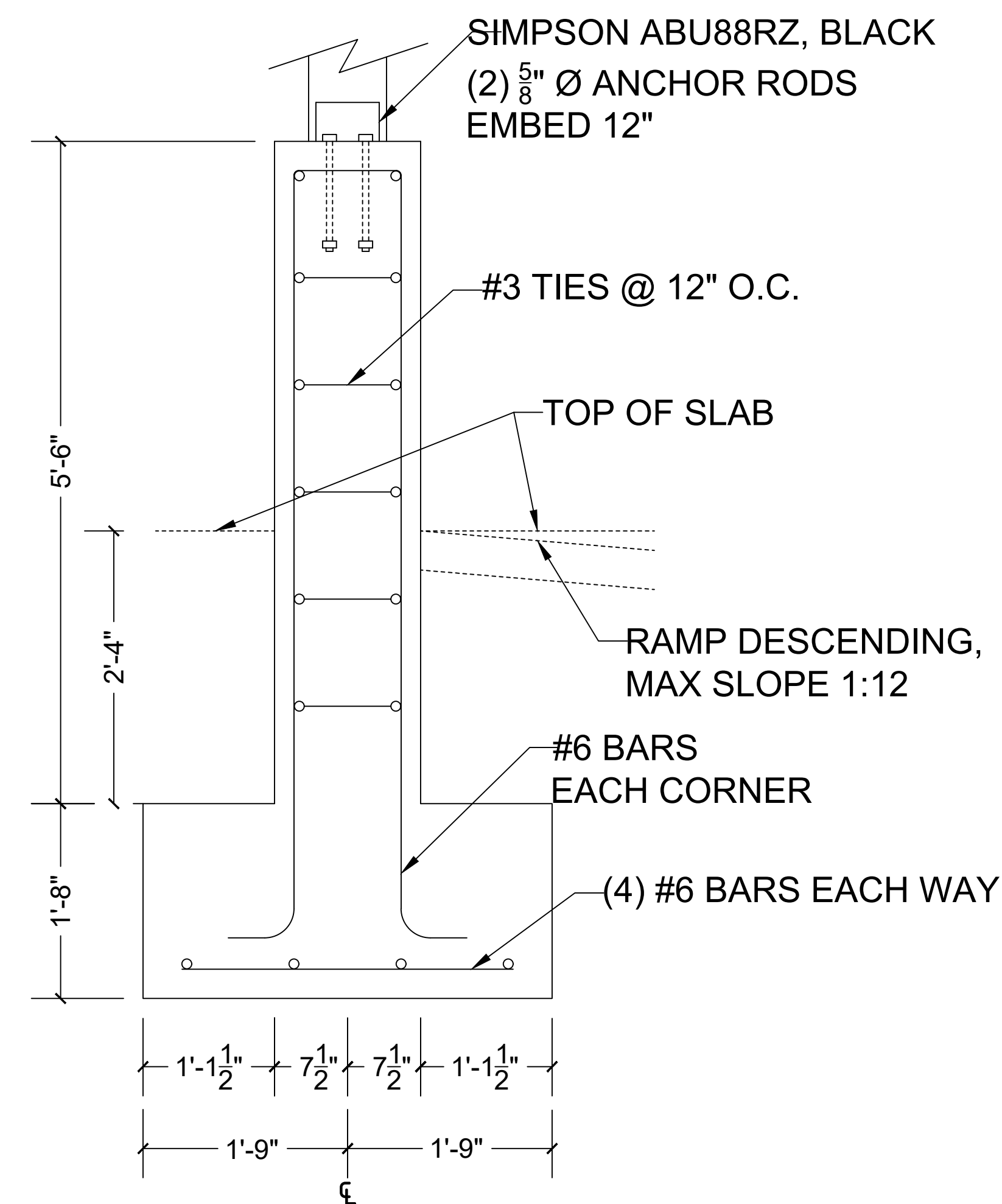
Footings

**S1.0**

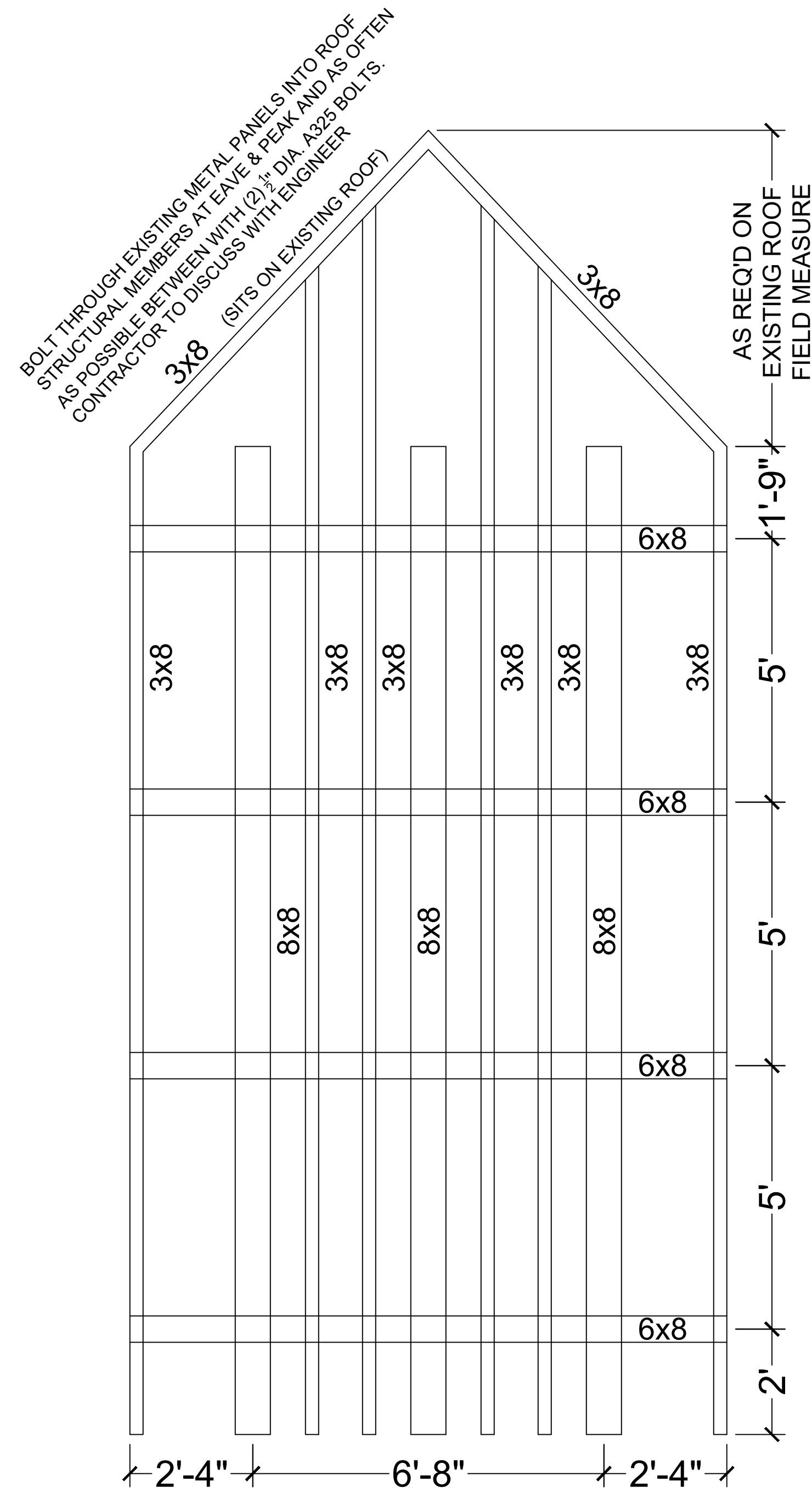
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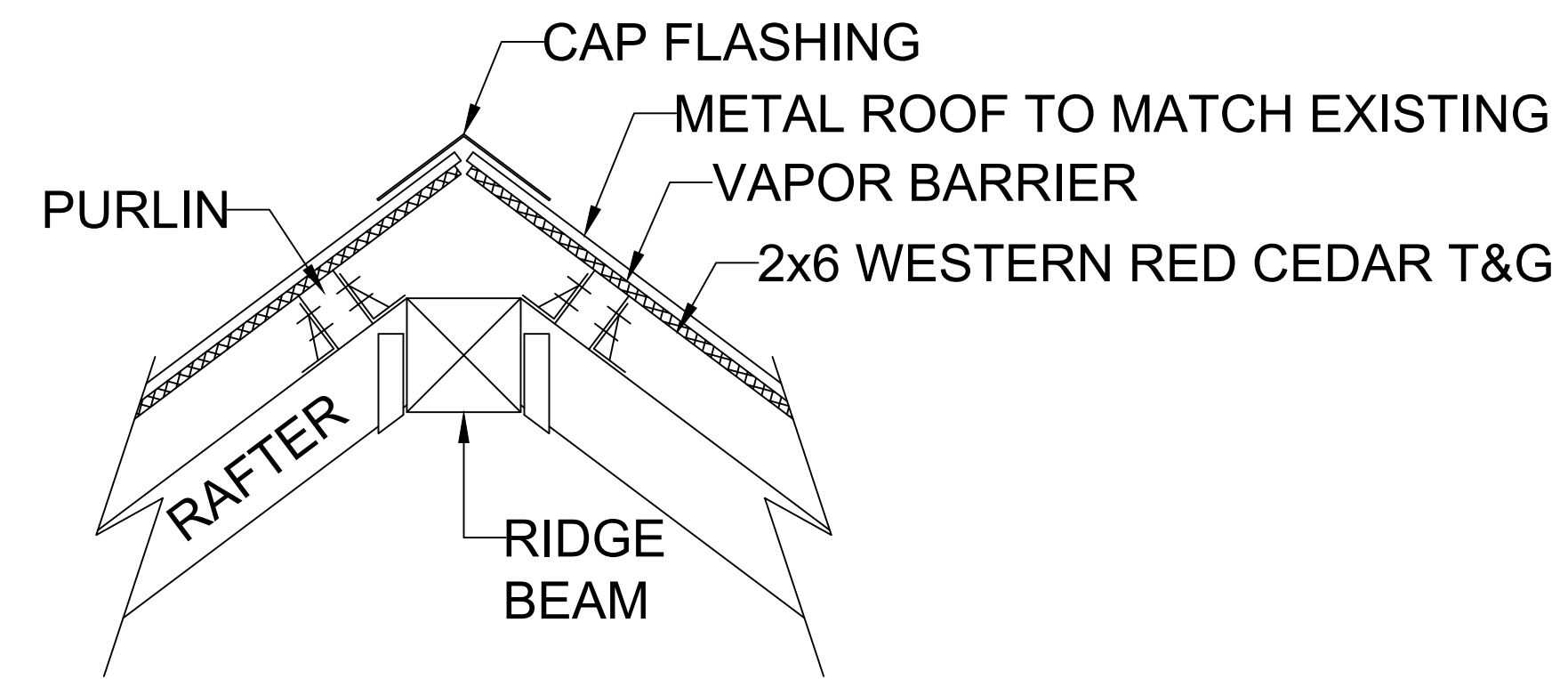
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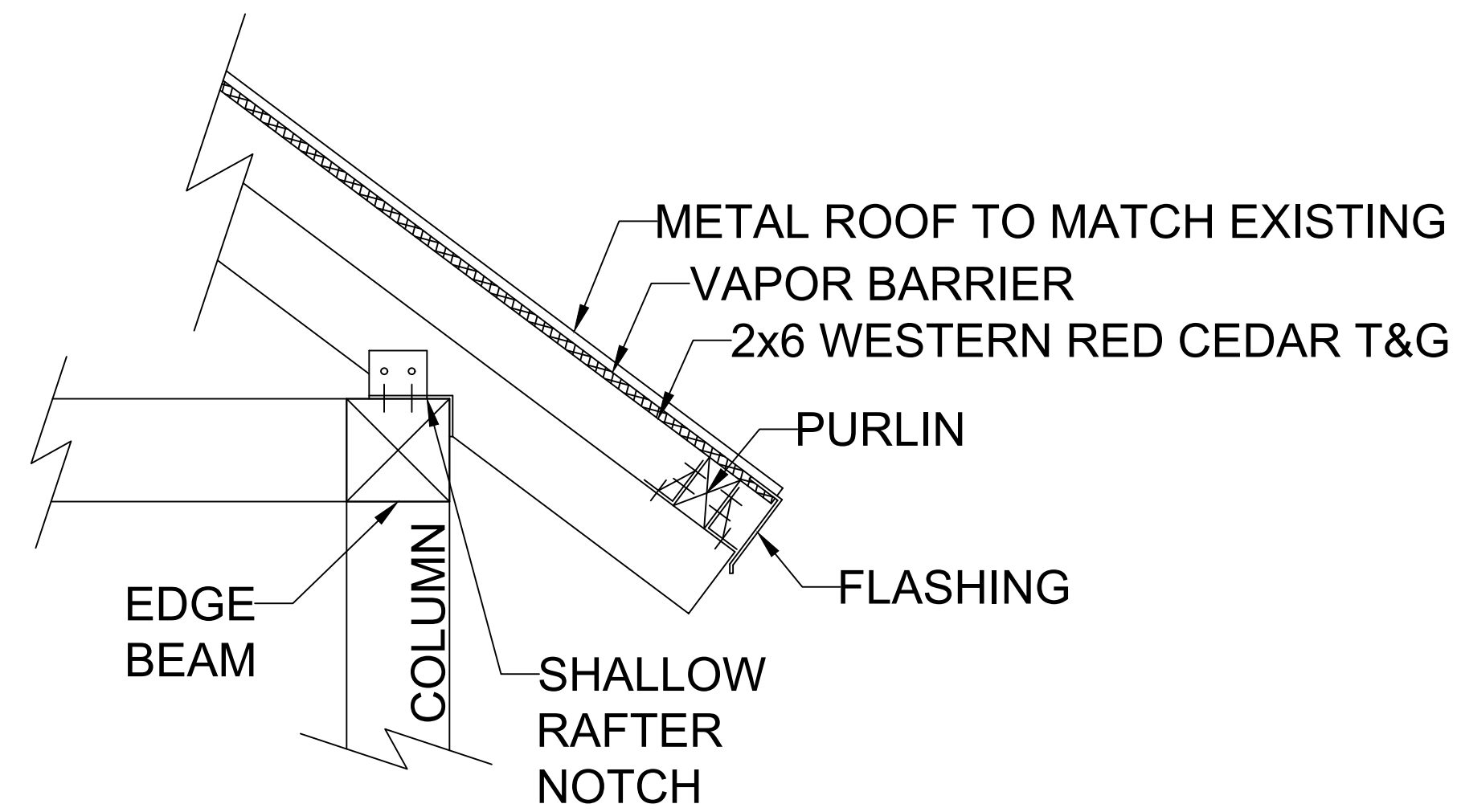
**2** Footings Detail  
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**1** ROOF LAYOUT  
SCALE: 1/2" = 1'-0"



**2** RIDGE  
SCALE: 1" = 1'-0"



**3** EDGE OF ROOF  
SCALE: 1" = 1'-0"



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216 Horizon Drive  
Fredricksburg, TX 78624  
218 229 9127

**STAMP & SIGNATURE**  
  
 8/2/23

**PROJECT**  
New Facility  
Entrance  
  
408 La Garita Street  
Creede, CO 81130  
  
Mineral County  
Colorado

**OWNER**  
City of Creede  
  
Virginia Christensen  
Multi-Use Facility

**SUBMITTALS**

No.	Date	Description
1		Preliminary Design
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 Job Number: JOB NUMBER  
 Print Draft Number: 1  
 Drawn By: RZ  
 Checked By: RDS  
 Drawing Date: 08/02/2023

**SHEET TITLE**  
Roof Layout

**S2.0**  
Sheet Number: 6 of 7



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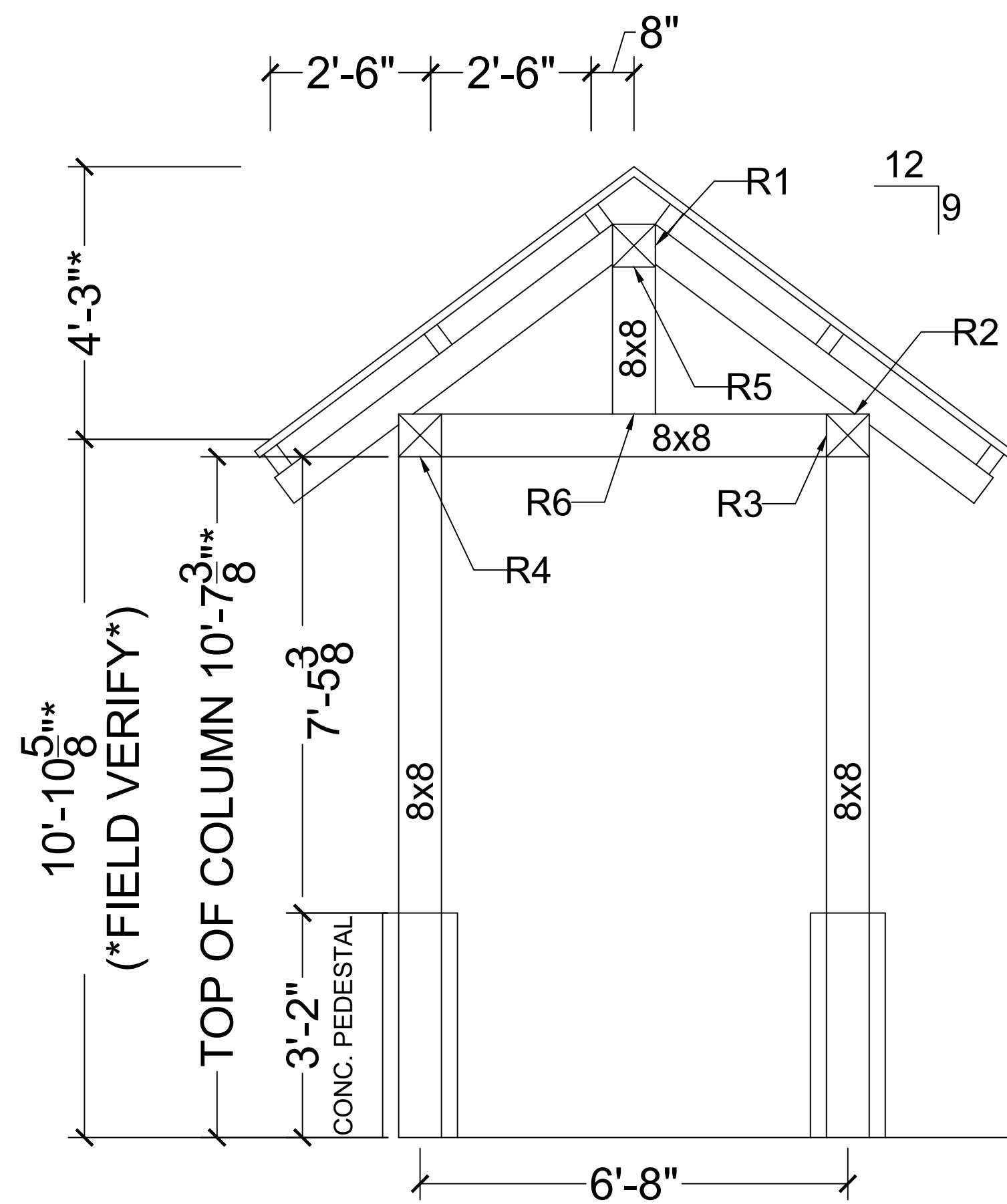
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Drawn By:	RZ
Checked By:	RDS
Drawing Date:	08/02/2023

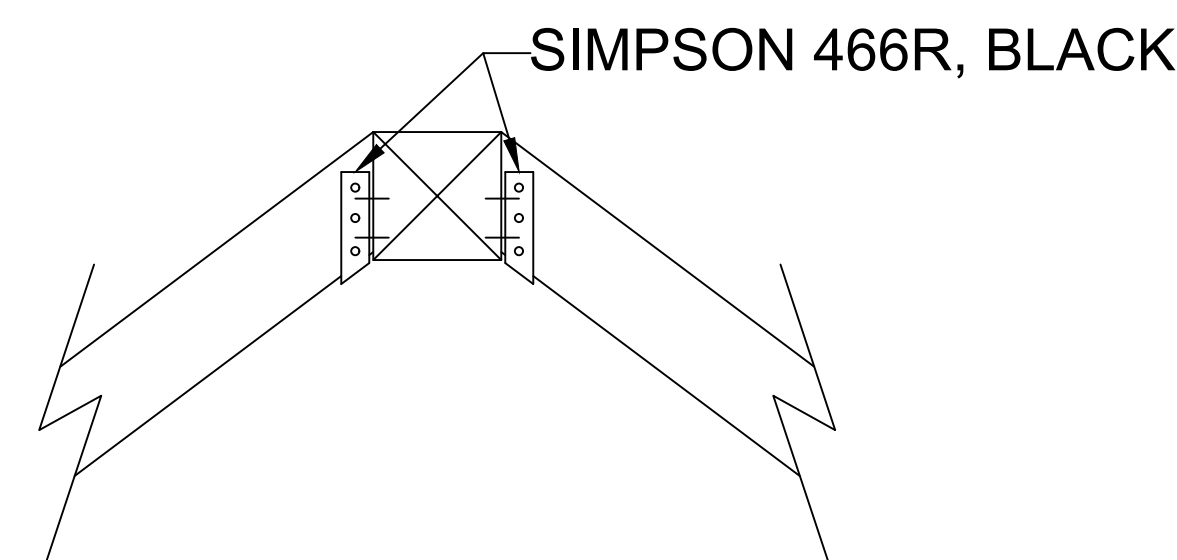
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Framing

**S3.0**

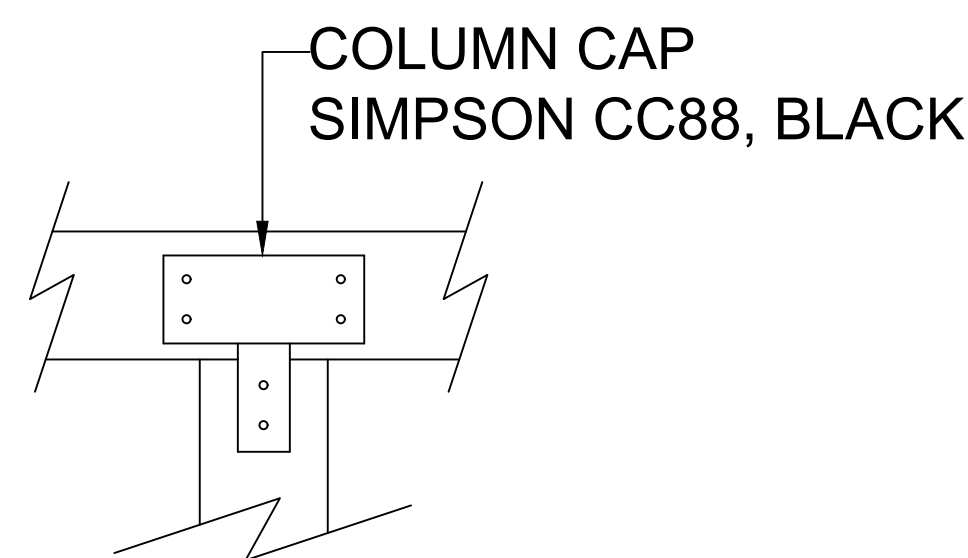
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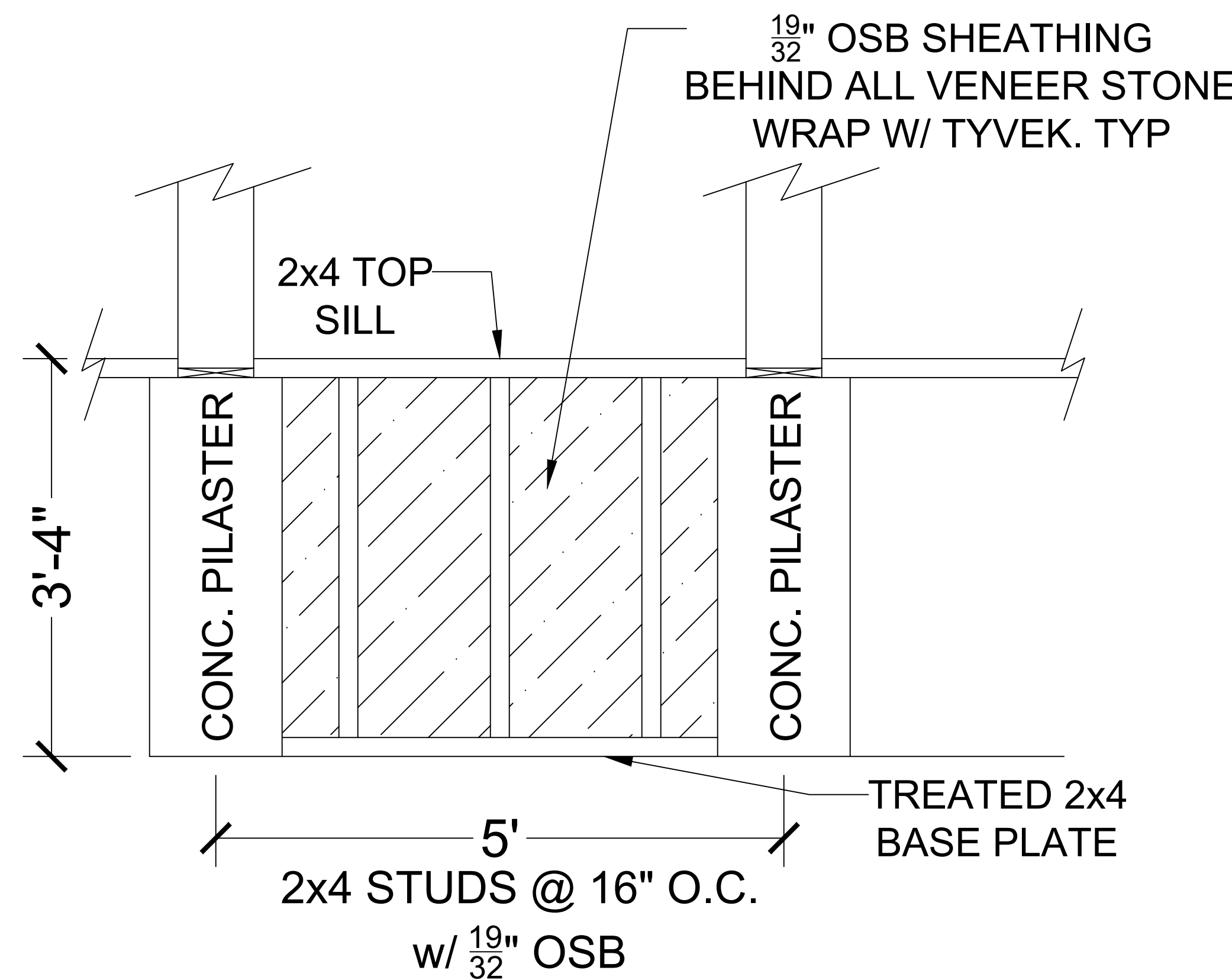
**1 TYPICAL FRAME**  
SCALE: 1/2" = 1'-0"



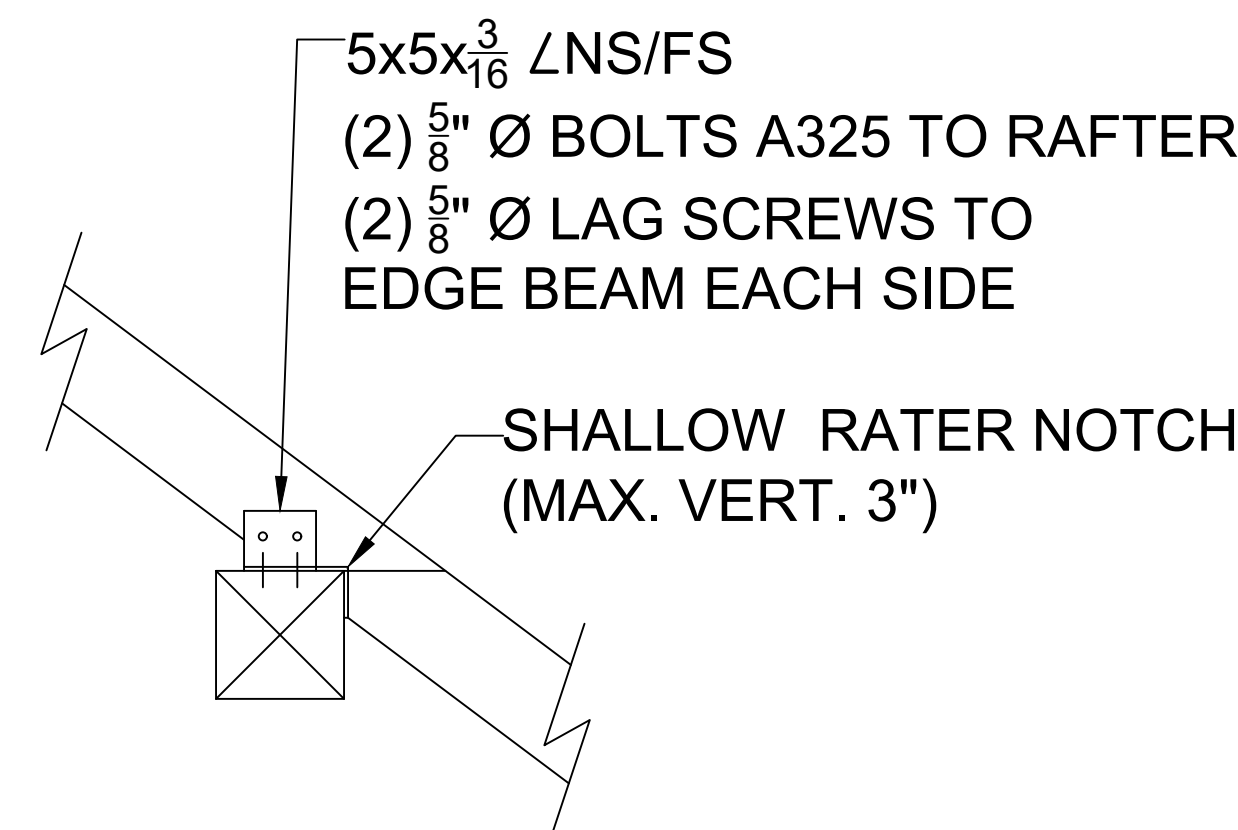
**4 R1 - RIDGE BEAM TO RAFTER**  
SCALE: 1" = 1'-0"



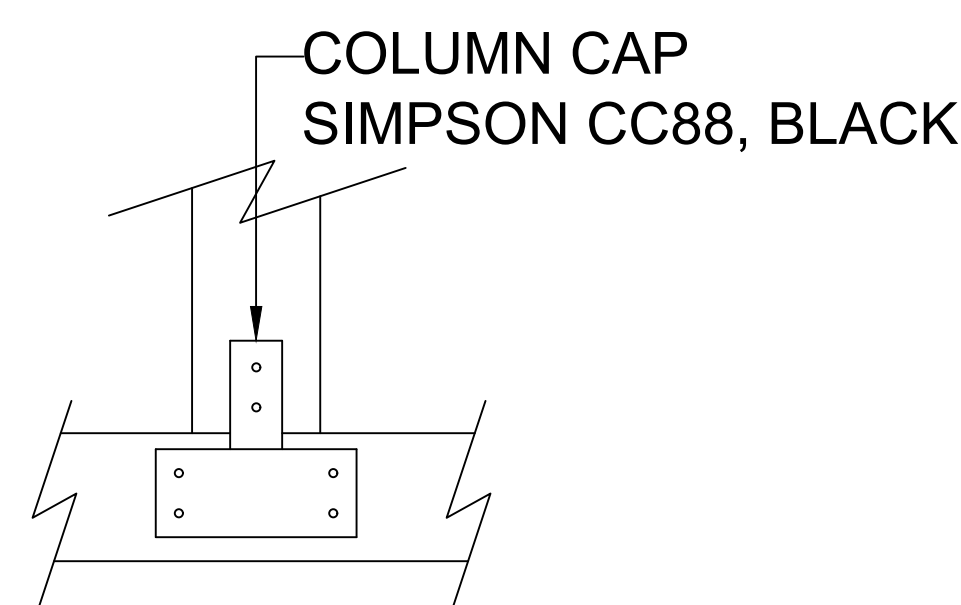
**7 R-4 & R5 - BEAM TO COLUMN**  
SCALE: 1" = 1'-0"



**2 WOOD SUPPORTING STONE WAINSCOT**  
SCALE: 1" = 1'-0"



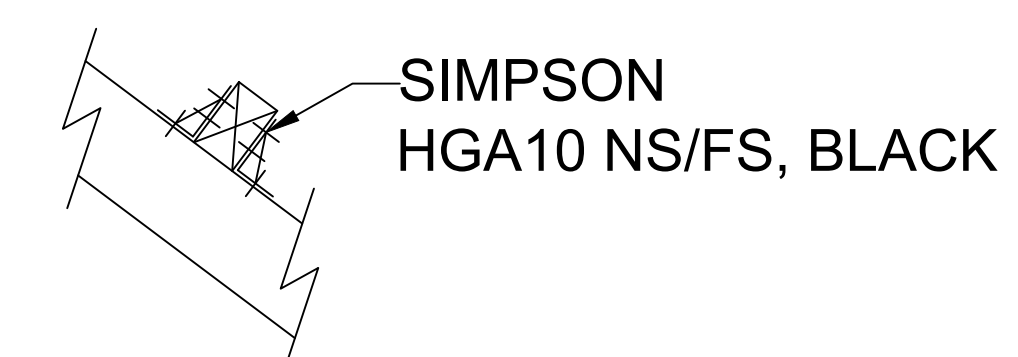
**5 R2- EDGE BEAM TO RAFTER**  
SCALE: 1" = 1'-0"



**8 COLUMN TO HEADER**  
SCALE: 1" = 1'-0"



**6 R3-HEADER TO EDGE BEAM**  
SCALE: 1" = 1'-0"



**9 R7-PURLIN CLIP TO RAFTER**  
SCALE: 1" = 1'-0"

NOTE: ALL CONNECTION PLATES & BOLTS TO BE PAINTED BLACK

**APPROVED**  
By Dan Naiman at 8:01 am, Oct 17, 2023



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**STAMP & SIGNATURE**



**PROJECT**

**New Facility  
Entrance**

408 La Garita Street  
Creede, CO 81130

Mineral County  
Colorado

**OWNER**

City of Creede  
  
Virginia Christensen  
Multi-Use Facility

**SUBMITTALS**

No.	Date	Description
1		Preliminary Design
2		Schematic Design
3		Construction Documents

**DRAWING INFORMATION**

Job Number: JOB NUMBER  
Print Draft Number: 1  
Drawn By: RZ  
Checked By: RDS  
Drawing Date: 09/23/2023

**SHEET TITLE**

Design Criteria,  
Specifications, Table of  
Drawings

**S0.0**

Sheet Number: 1 of 4

**General Requirements**

- Overall building dimensions used are based on the Architectural floor plan and must be verified with the architectural drawings prior to construction of form-work and placement of concrete. Existing building dimensions to be field verified.
- Contractor to verify existing conditions prior to commencing work. Notify engineer of record of any discrepancies before proceeding.
- Do not scale drawings for purposes of establishing dimensions.
- It is the contractor's responsibility to provide all necessary bracing and shoring for construction and any other temporary supports. Requirements of OSHA and other governing bodies have jurisdiction at the site.

**Special Inspections**

- Special Inspection work and the final letter of compliance have not been included in the structural engineer scope of services. The owner is responsible for obtaining the services of a special inspector.

**Design Criteria**

Building Code.....IBC 2003  
Occupancy Category.....Normal (Category II)

**Dead Loads**

Roof.....10 psf

**Live Loads**

Roof.....20 psf  
Floor.....40 psf

**Snow Loads**

Roof Snow.....80 psf  
Snow Importance Factor (I).....1.00  
Snow Exposure Factor (Ce).....1.00  
Thermal Factor (Ct).....1.00  
Frost Depth .....36 inches

**Wind Loads**

Basic Wind Speed.....90.0 mph  
Wind Importance Factor (I).....1.00  
Wind Exposure Category.....B

**Seismic**

Seismic Importance Factor (I).....1.00  
Seismic Design Category.....C  
Soil Site Class.....D Stiff Soil

Ss.....0.323 g      Sds .....0.332 g  
S1.....0.094 g      Sd1.....0.150 g

Note: Evaluation of the existing building is not in this scope of work

**Concrete**

- Standards: ACI Specification for structural concrete 301, ACI 318 and Commentary ACI 318R; plus ACI 302 latest editions.
- Formwork per ACI guide 347-14 and SP-4 latest editions
- Reinforcing per ACI specification for structural concrete 301-10, CRSI Manual of Standard Practice and WRI Design of slab on grade foundations latest editions
- Concrete Reinforcing Materials shall conform to the following:
  - Typical bars.....ASTM 615 Grade 60
  - No. 3 bars.....ASTM 615 Grade 40
  - Deformed bars.....ASTM A1064 Grade 70
  - Welded wire reinforcement .....ASTM A1064
- All reinforcing materials must be supported and held in place using steel wire bar supports in accordance with CRSI.
- Welding of rebar is not allowed unless noted on the drawings.
- Minimum clear concrete cover shall be as follows unless noted otherwise:
  - Concrete cast directly against earth – three inches
  - Concrete exposed to weather or earth – two inches
  - Concrete slab on grade – 1-1/2 inches
- All continuous reinforcement shall lap a minimum of 36 bar diameters.
- Concrete mixture must be normal weight type (145 pcf) and designed per ACI 318-14 with 3000 psi (w/c – 0.50 max)
- Form removal shall not take place until the concrete has reached 70 percent of the specified 28-day compressive strength. Concrete footings and slab shall be cured for a minimum of 14 days before work can commence on them.

**Wood**

- All exposed lumber should be Western Red Cedar grade 2 with 19% maximum moisture content of any species. Select and cut lumber to eliminate knots and other defects that would interfere with attachment of other work.
- Wood framing for stem wall to be southern pine no. 2.
- Any wood in contact with earth or concrete shall be treated.
- Fasteners should be as follows: bolts, nails, brads and staples and should comply with ASTM F 1667; wood screws should comply to ASME B18.6.1; power driven fasteners should comply with NES-NER-272.

**Table of drawings**

S 0.0 Design Criteria, Specifications, Table of Drawings  
S 1.0 Footings and Slab  
S 2.0 Roof Layout  
S 3.0 Framing



**APPROVED**  
By Dan Naiman at 8:02 am, Oct 17, 2023



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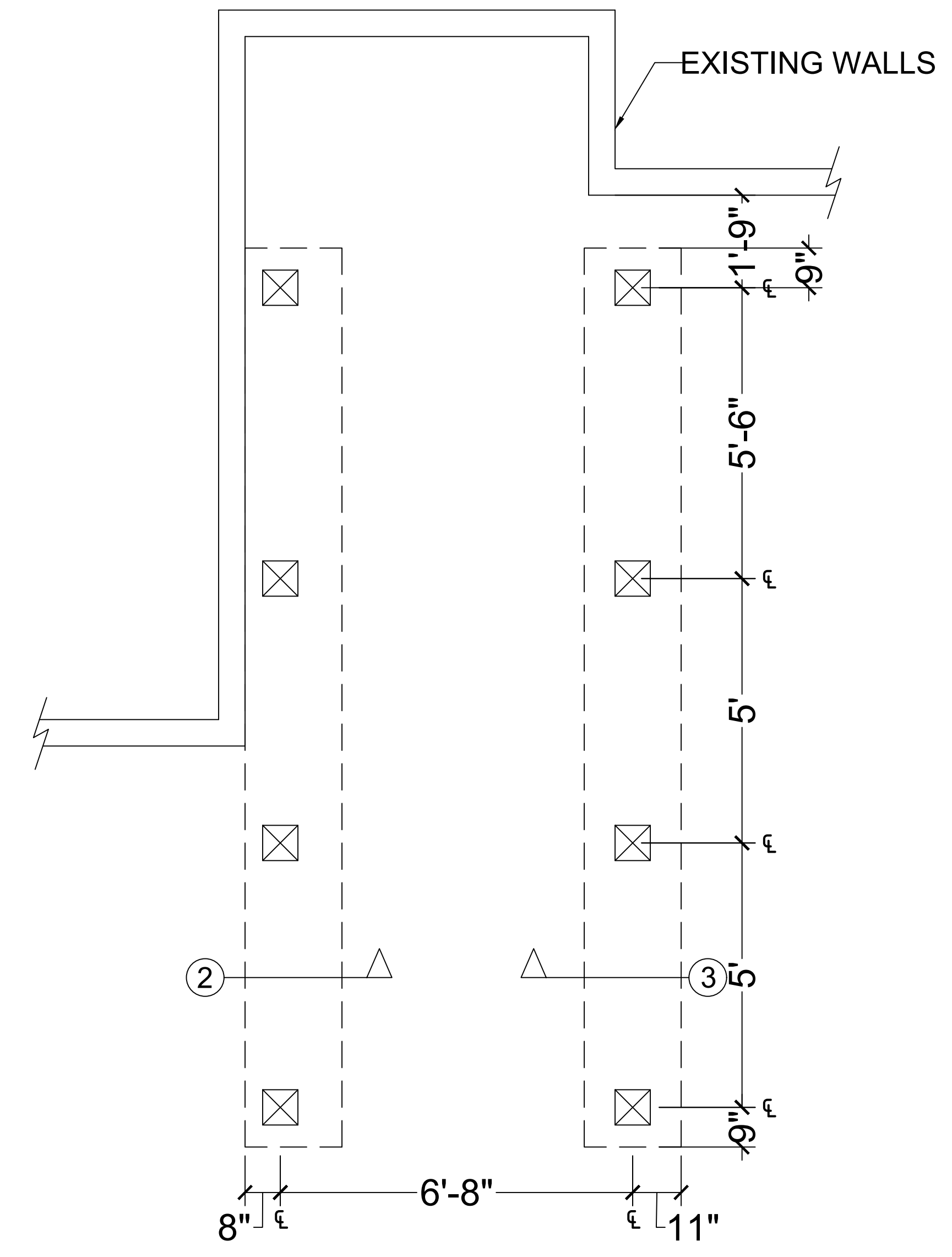
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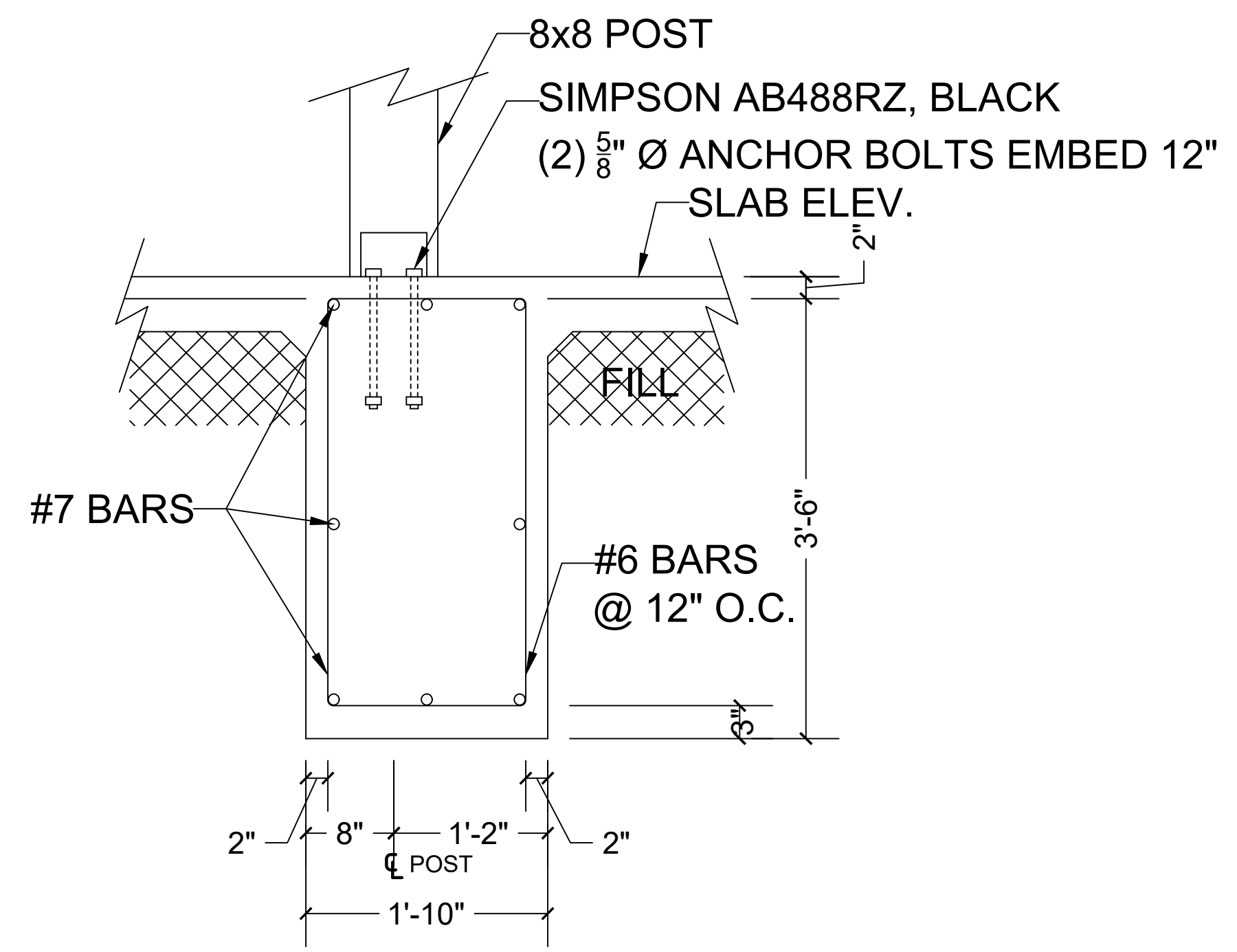
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Print Draft Number: 1  
Drawn By: RZ  
Checked By: RDS  
Drawing Date: 09/23/2023

**SHEET TITLE**  
Footings

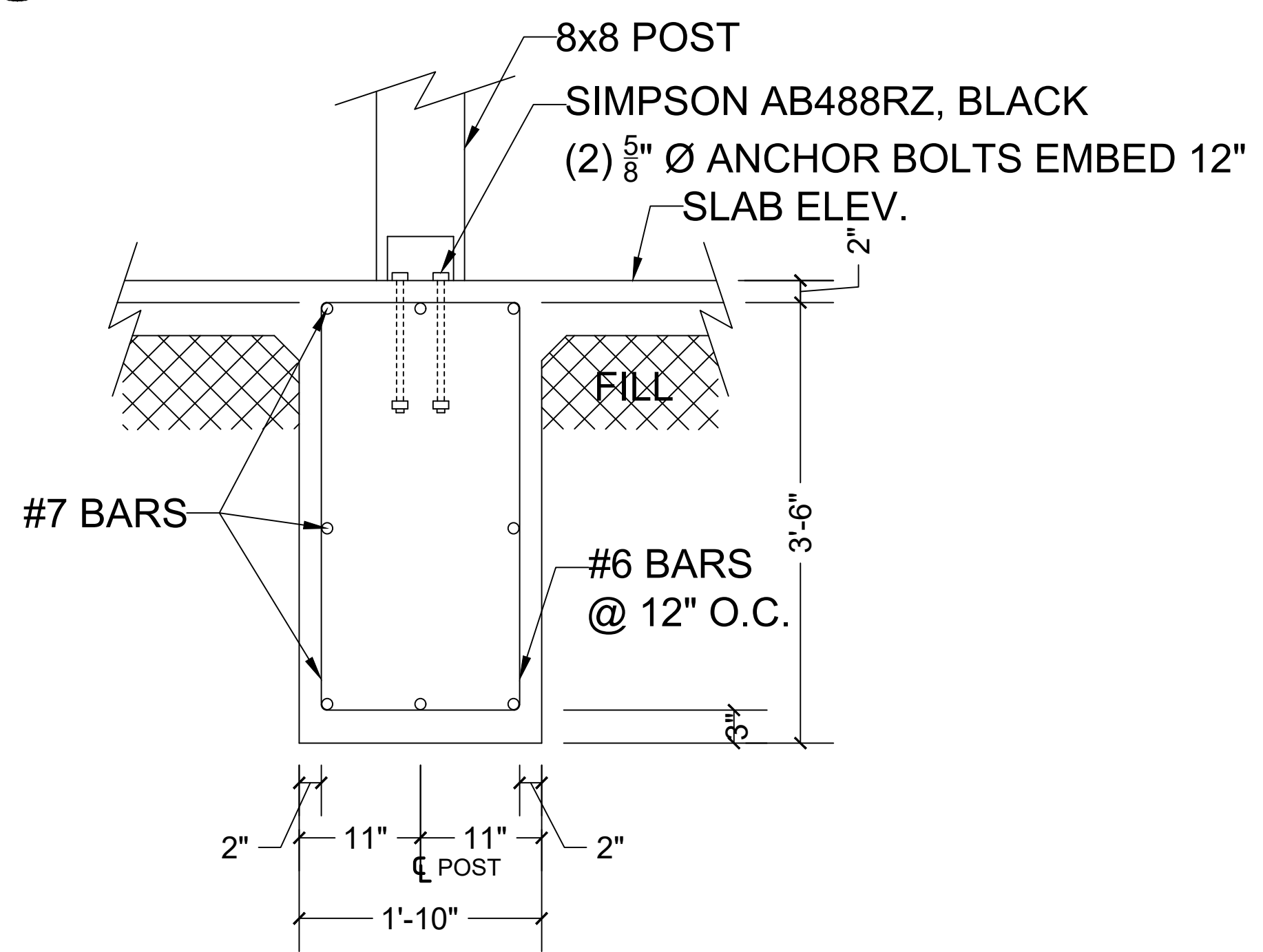
**S1.0**  
Sheet Number: 2 of 4



**1 Footings Placement**  
SCALE: 1/2" = 1'-0"



**2 Footings Detail**  
SCALE: 1" = 1'-0"



**3 Footings Detail**  
SCALE: 1" = 1'-0"

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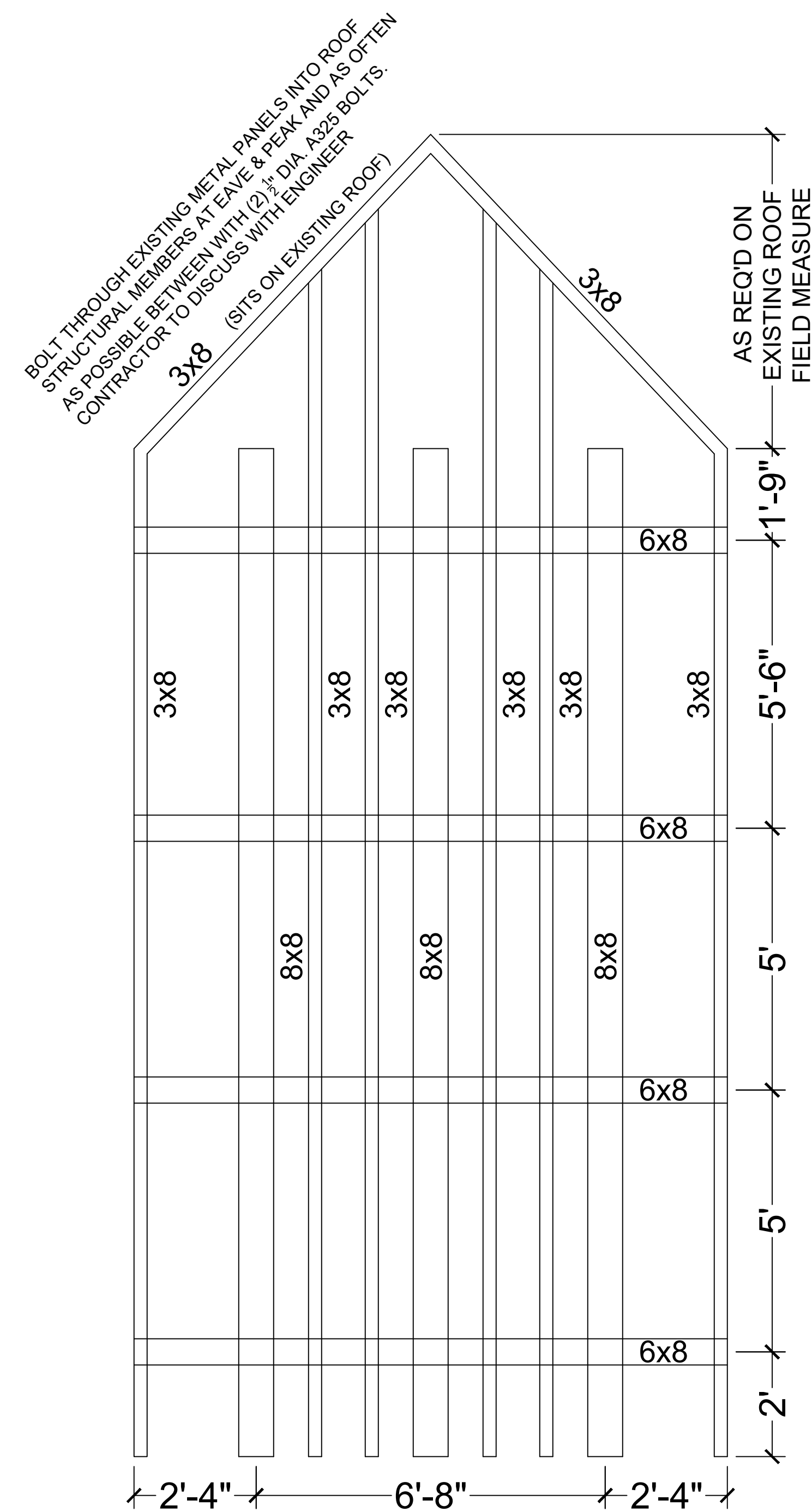
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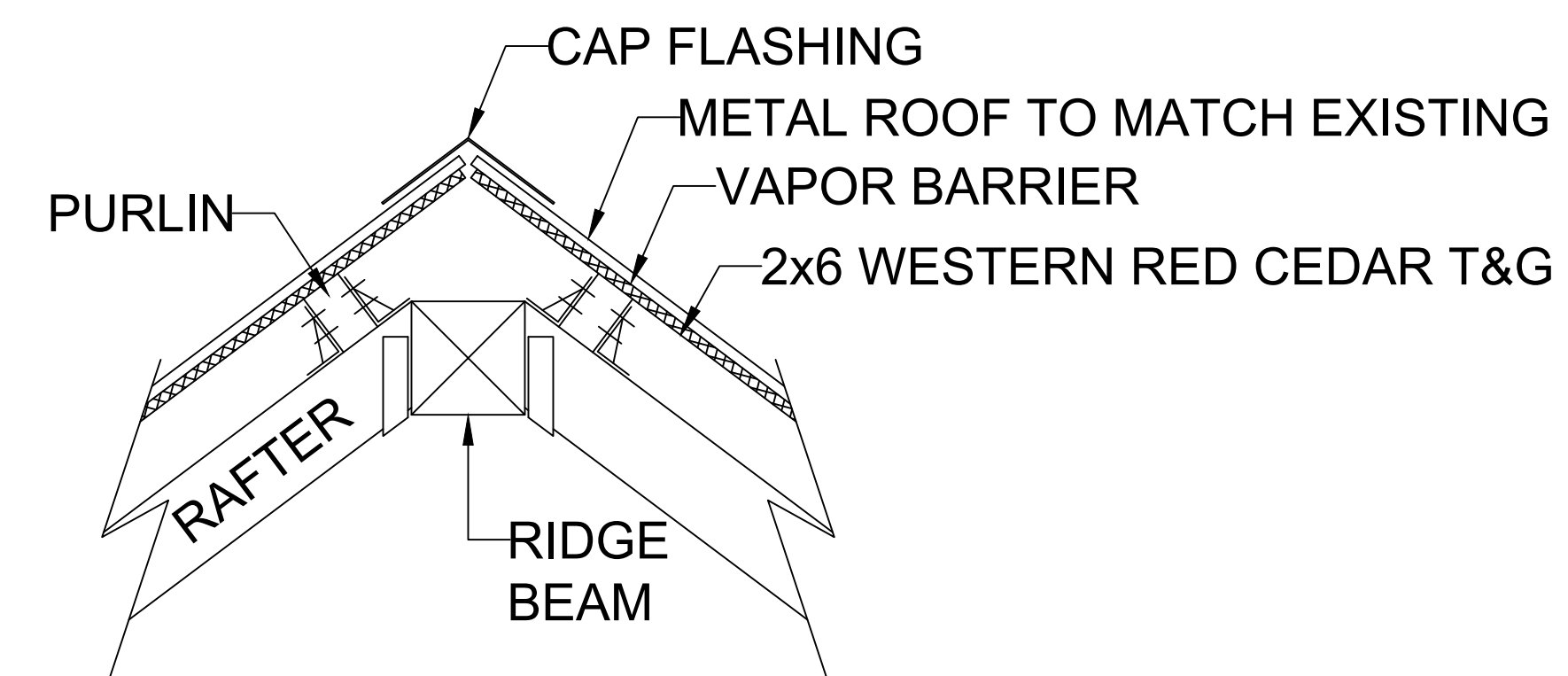
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**SHEET TITLE**  
Roof Layout

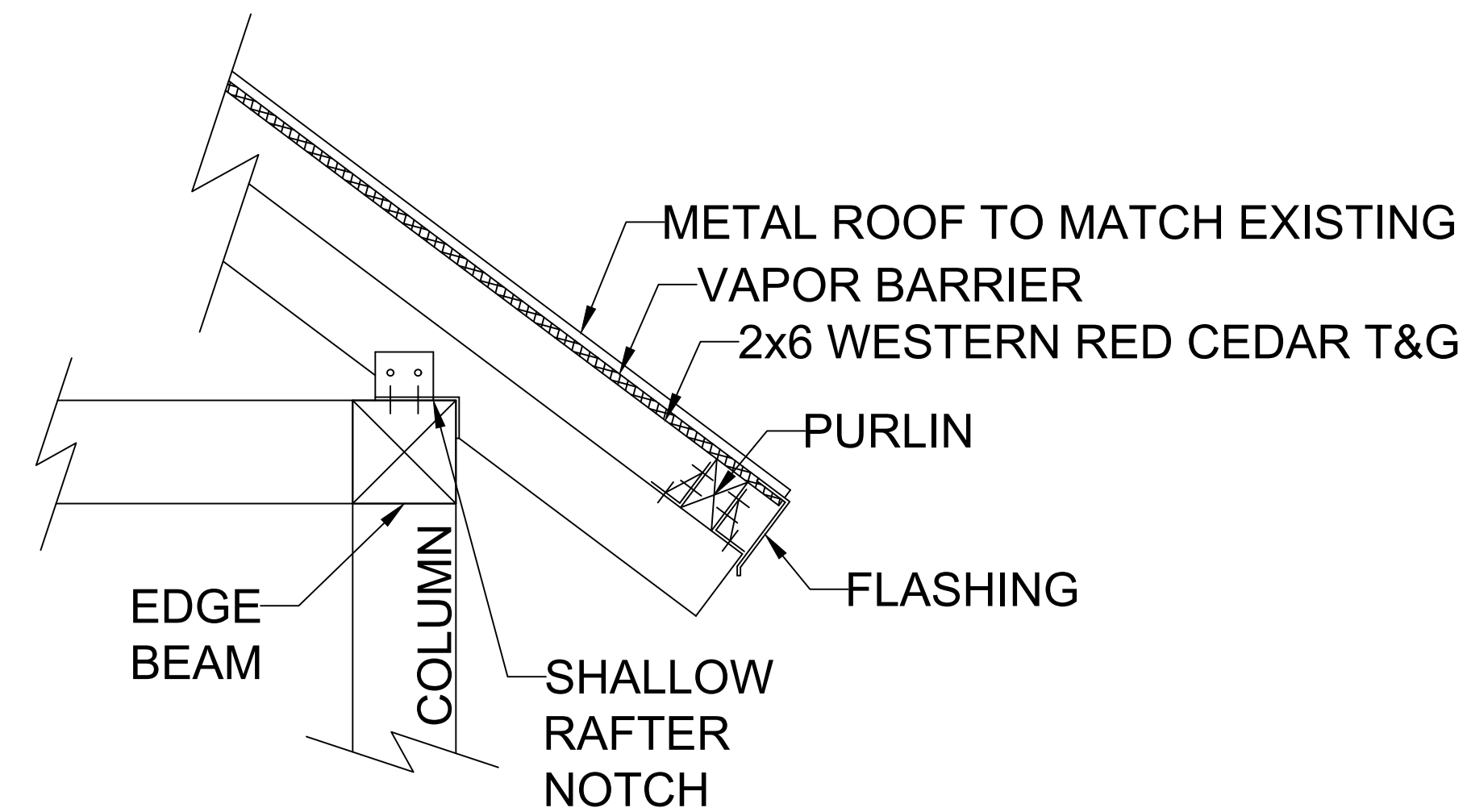
**S2.0**  
Sheet Number: 3 of 4



**1 ROOF LAYOUT**  
SCALE: 1/2" = 1'-0"



**2 RIDGE**  
SCALE: 1" = 1'-0"



**3 EDGE OF ROOF**  
SCALE: 1" = 1'-0"

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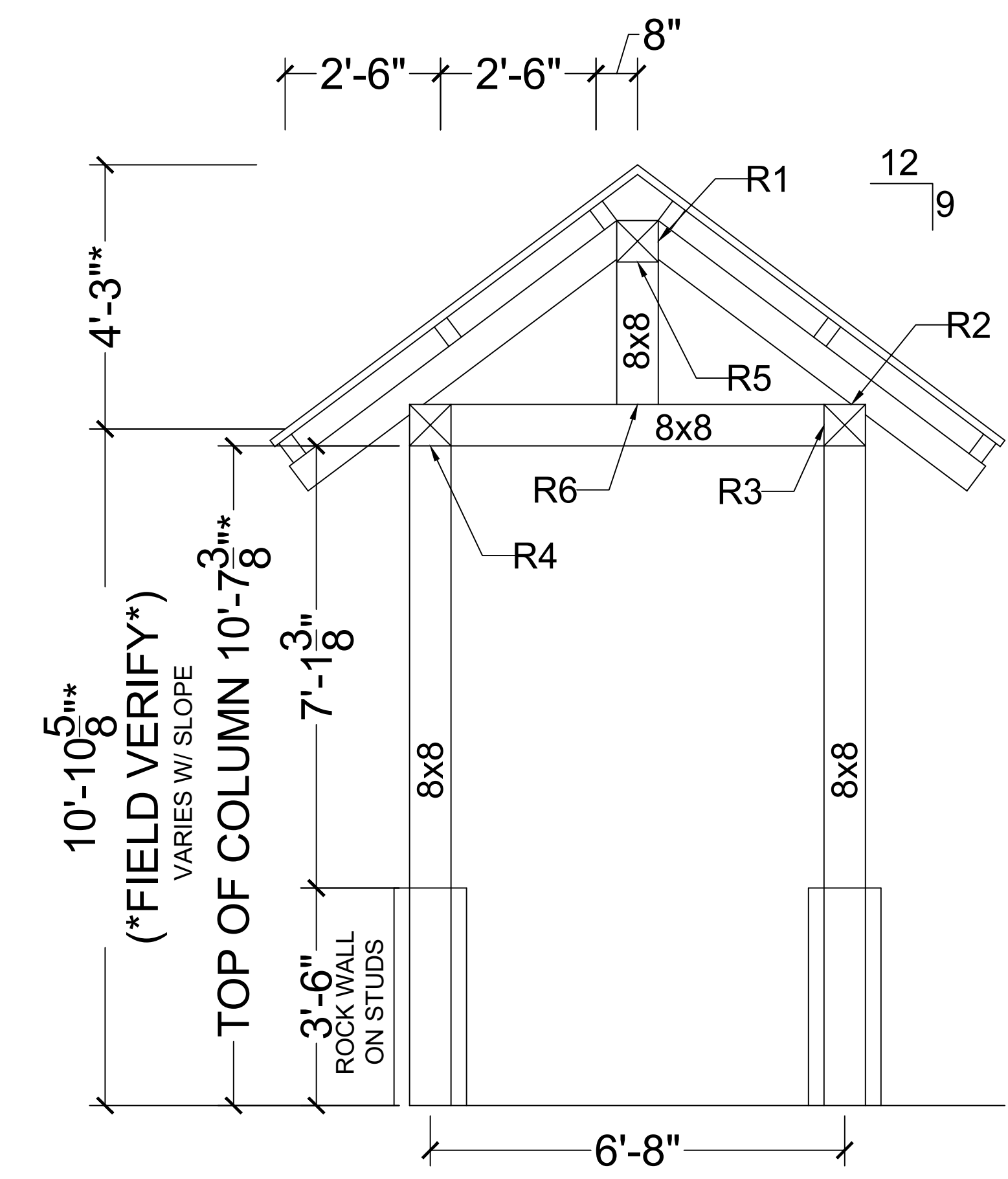
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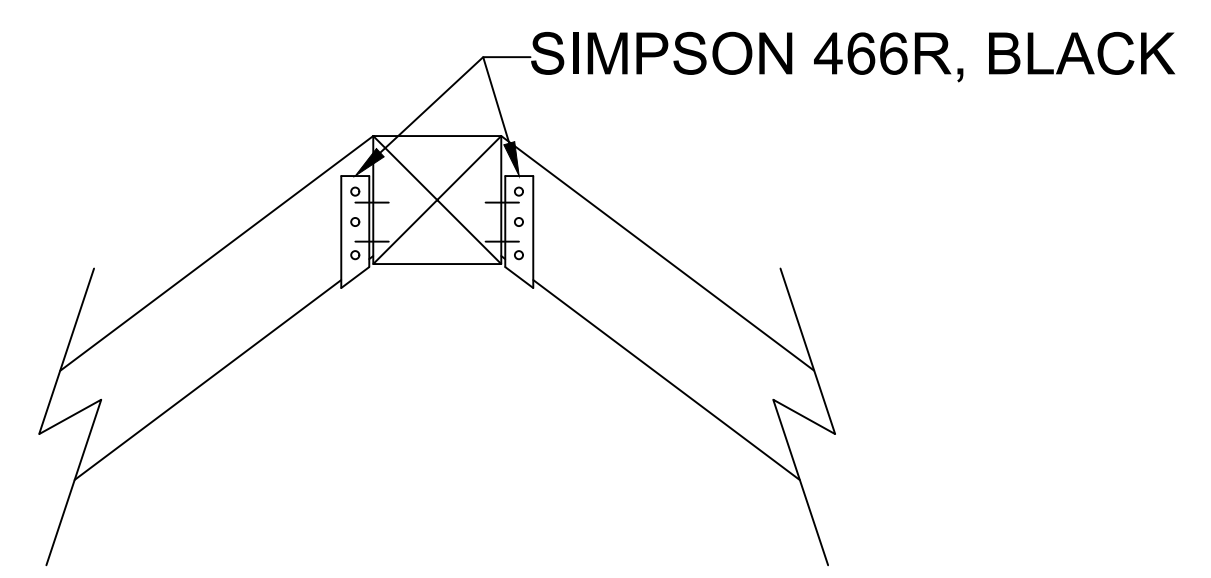
Framing

**S3.0**

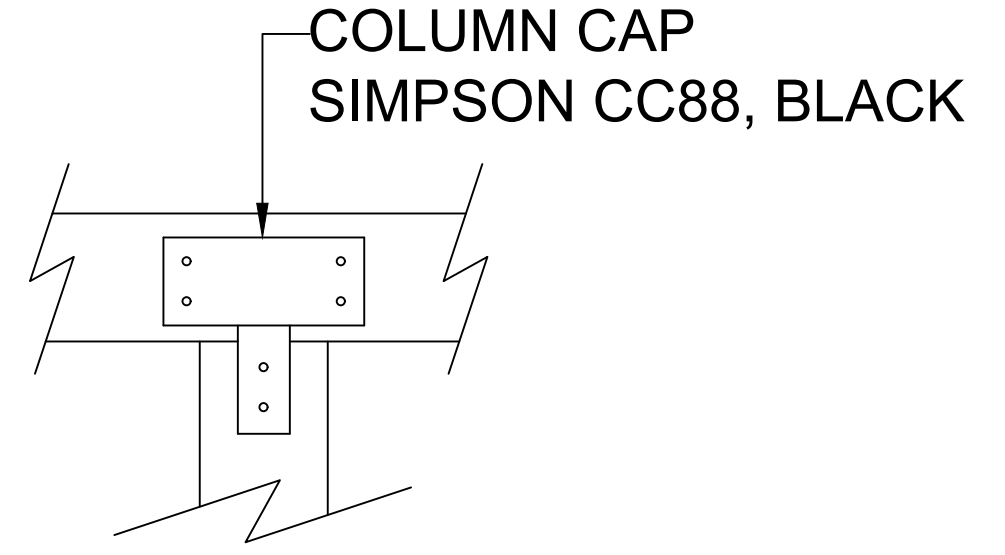
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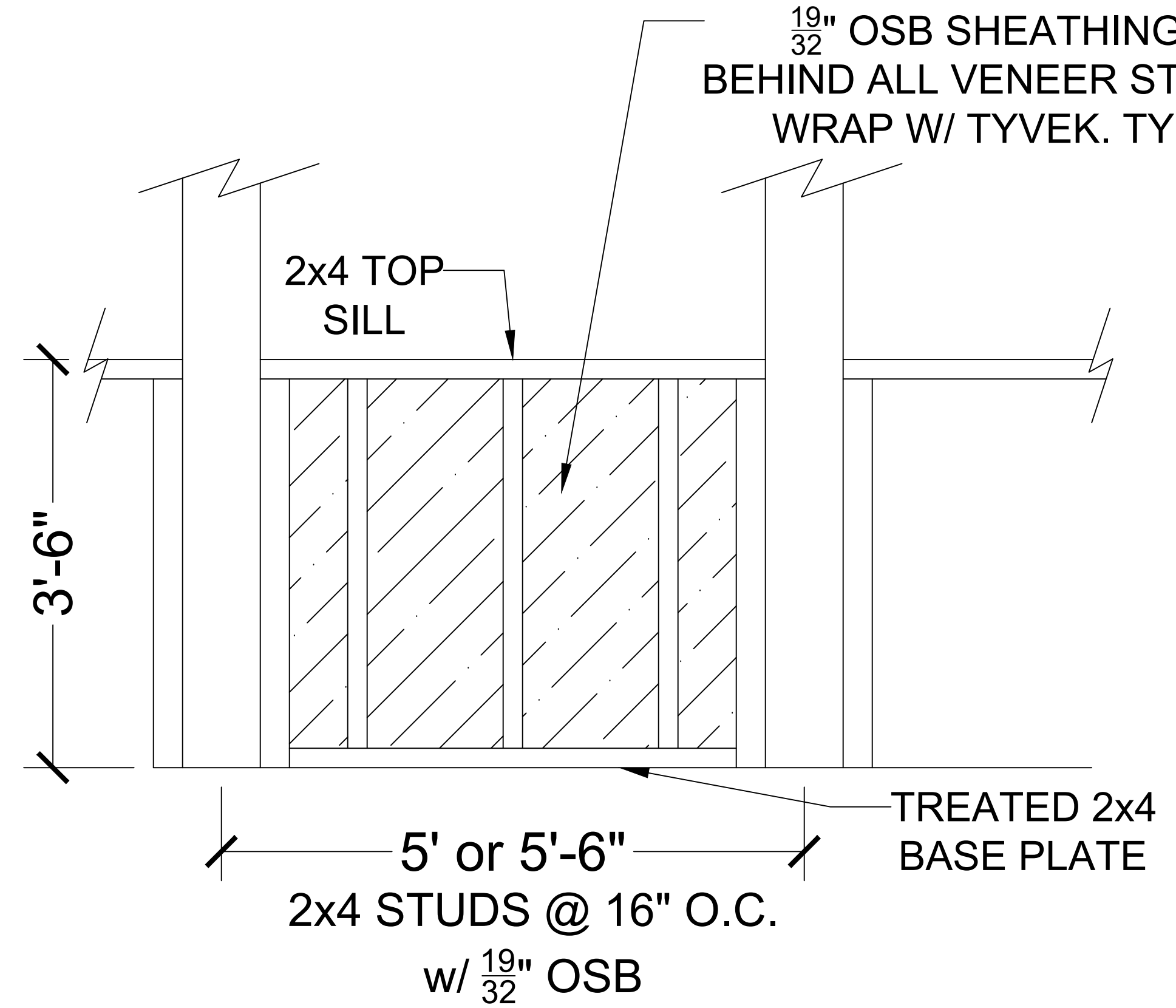
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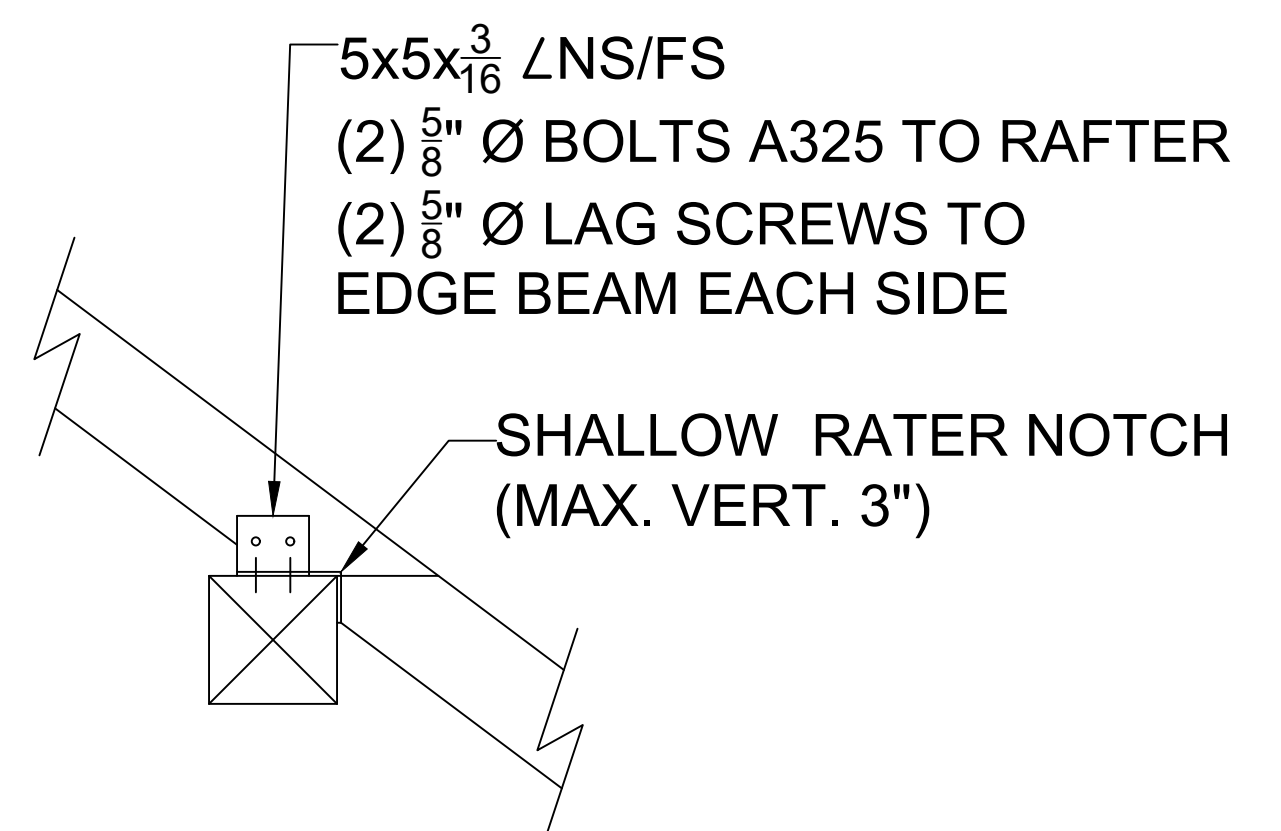
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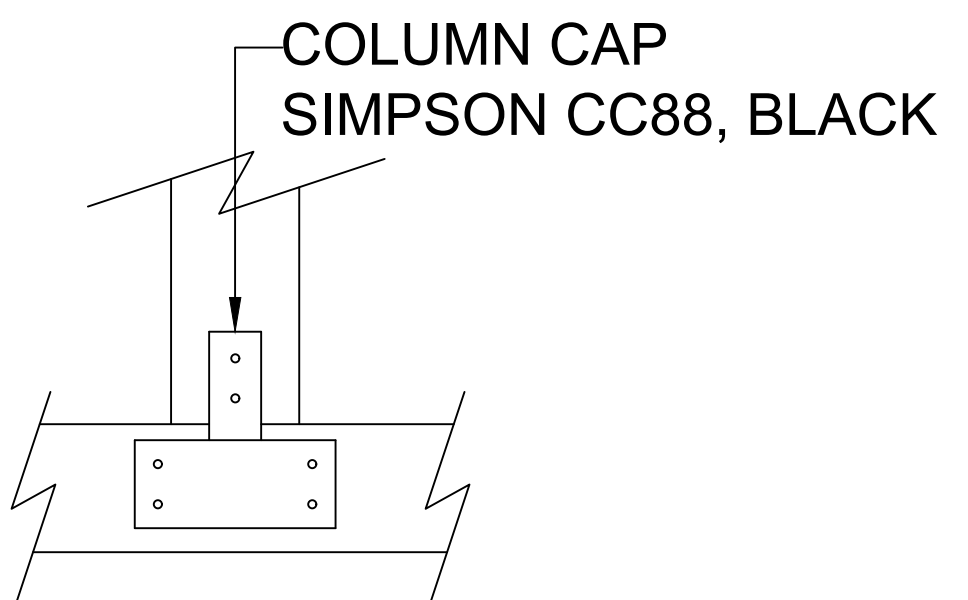
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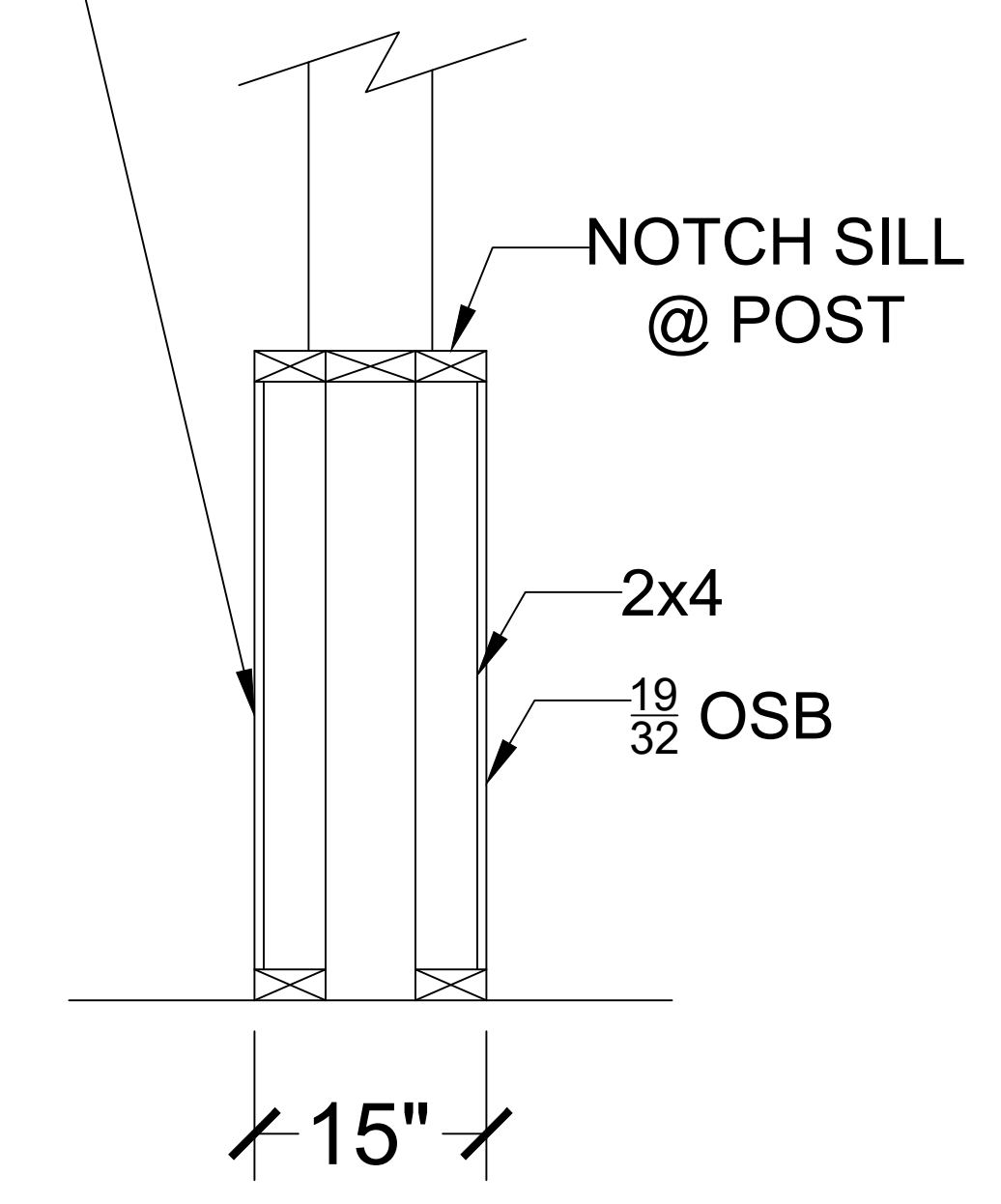
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**5 R2- EDGE BEAM TO RAFTER**  
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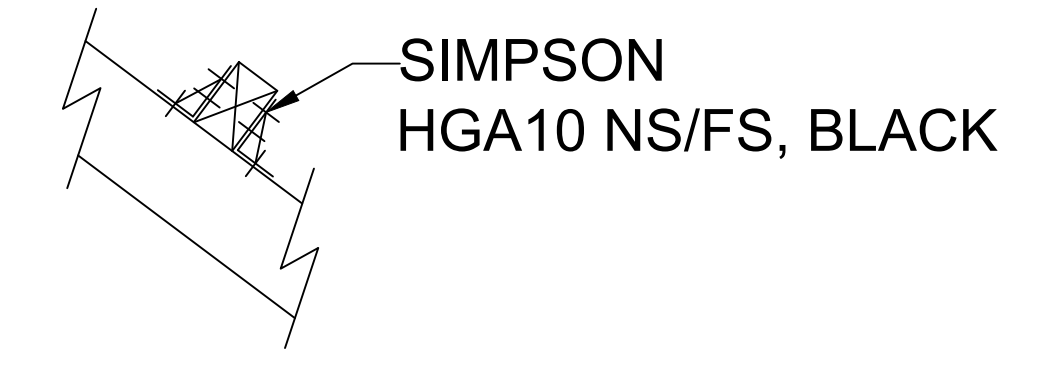
**8 COLUMN TO HEADER**  
SCALE: 1" = 1'-0"



**3 WALL X-SECTION**  
SCALE: 1" = 1'-0"



**6 R3-HEADER TO EDGE BEAM**  
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**9 R7-PURLIN CLIP TO RAFTER**  
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