

REGULAR MEETING

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. 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;
- VI. PUBLIC COMMENT starts immediately following the executive session (5:30pm)

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
 - a. Presentation by Brownstein Hyatt Farber Schreck, LLP on behalf of the Creede Center of the Arts regarding the Regional Tourism Act and how it might be able assist with project development;
 - b. Presentation by Craig Barraclough, Regional Grants Navigator from the San Luis Valley Council of Governments on available grant resources for infrastructure;
 - c. Update by Heather Greenwolf of HWA to include the North Creede and the water efficiency planning effort;
 - d. Discussion regarding drainage study proposal for Creede from GMS, Inc.;
- VIII. CONSENT AGENDA
 - a. Approval of January 2nd, 2024 Regular Meeting Minutes, January 9th, 2024 Special Meeting Minutes and January 16th, 2024 Special Meeting Minutes
 - b. Park Rental Permit for Hellfighters OffRoad at Ed Hargraves Park/Baseball Field on July 3rd-4th, 2024

- c. Film and Parade Permit for Storyform Inc. on February 7th-8th, 2024 from 6:00am-8:30am
- d. Park Rental Permit for Homecoming Bonfire at the Hockey Ponds on February 9th, 2024 from 6:00pm-11:00pm
- e. Park Rental Permit for a Wedding at Sieme on August 2nd-August 4th, 2024
- f. Special Event Permit for a Wedding at Sieme Park on August 3rd, 2024 from 5:30pm-11:30pm

IX. BOARD INFORMATION ITEMS

- a. Staff Reports;
- b. Check Detail Reports for January 2024;
- c. Sales Tax Revenue Comparison Report;
- d. Budget to Actual Reports through January 2024
 - i. General Fund
 - ii. Water / Sewer Fund
 - iii. Capital Improvement Fund
 - iv. Virginia Christensen Fund
 - v. Conservation Trust Fund

X. NEW BUSINESS

- a. Consideration and possible approval of an engagement letter with Wall, Smith and Bateman Inc. for general audit services for the 2023 calendar year;
- b. Consideration and possible approval of City of Creede, CO Resolution No. 2024-05, “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”;
- c. Consideration and possible approval of an Independent Contractor Agreement with Avery H. Augur Associates, LLC for design services related to a new Town Hall and Public Works Facility;
- d. Consideration and possible approval of Ordinance #451 “AN ORDINANCE OF THE CITY OF CREEDE, A COLORADO TOWN, AMENDING CHAPTER 11, ARTICLE 1 OF THE CITY OF CREEDE MUNICIPAL CODE TO INCLUDE SECTION 11-1-30 (“DISPOSAL OF SNOW AND ICE IN THE WILLOW CREEK FLUME PROHIBITED”);

XI. OLD BUSINESS

XII. BOARD REPORTS

XIII. ADJOURN

“The future of Mountain Towns is outdoor recreation, quality restaurants, and the Arts!”
-Sen. Hickenlooper

RTA: Regional Tourism Act Program

- Passed in 2009 by the state to help fund tourism projects that attract new visitors to the state of Colorado. From 2012-2015 5 Cities were selected as RTA program projects.
- Funding is generated from sales tax increment financing (TIF)
 - Meaning when a new development set within a defined geographic area creates NEW tax revenue generated by the states 2.9% sales tax – a portion of that NEW revenue can be pledged by the state to fund projects.
 - Brownstein recommends this public funding option as the RTA is the only option specifically designed to address the specific circumstances of the CCA and partnership with the CRT. Should the bill pass to reopen the RTA program, the project would then go through an application process (submitted by a city govt) with OEDIT and the Economic Development Commission. A city government would be the applicant and shoulder the administration.
 - State favorably disposed towards economic development in rural areas and disposed favorably to the arts.
 - Example of successful past RTA project
 - Colorado Springs – City of Champions
 - US Olympic & Paralympic Museum
 - Hybl Sports Medicine Center at the University of CO Colorado Springs
 - USAF Academy Gateway Visitor Center
 - Downtown Stadium at the CO Sports and Events Center
 - Robson Arena

Economic Impact Study

- In the summer of 2023, the CCA commissioned Pioneer Development out of Durango to execute an Economic Impact Study. This study has projected the indirect economic impact the Center will have on the town of Creede and stresses the impact of the arts.
 - Highlights from the Economic Impact Study
 - The Creede Center for the Arts projects significant indirect economic benefits to the town and has propensity to attract over 50% of out of state visitors.
 - The Creede Center for the Arts combined with Creede Repertory Theatre’s estimated indirect economic impact has potential to represent 18-22% of Creede’s total retail economy.
 - The Creede Center for the Arts is estimating attracting 20,000 visitors annually with 7,000 unique visitors to the area.
 - The project will generate indirect economic impact of between \$1.6-\$1.9 mil annually which would represent 5.8%-6.9% of the City’s total retail sales increasing the City’s annual taxable revenue collections between 8%-9%, generating significant tax revenue to the City of the Creede.
 - The projects annual sales tax revenue will raise the City’s annual sales tax collections by 13%

**BOARD OF TRUSTEES
CITY OF CREEDE, A TOWN OF COLORADO
January 2nd, 2024**

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 5:01 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 were present
Trustee Castleberry and
Trustee Hannah were 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 Bielenberg, Clerk
Treva Crenshaw, Deputy Clerk

APPROVAL OF AGENDA

Trustee Brink motion approval of agenda
Trustee Dooley 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;
- c. Annual review of City Manager;

Trustee Dooley motion to move to Executive
Session
Trustee Brink seconded.
Vote carried unanimously.

The board voted to go into executive session to consult with the attorney. Executive Session began 5:05 PM and ended at 5:42 PM.

No objections

Regular Meeting continued 5:44 PM

PUBLIC COMMENT STARTS @ 5:30PM

Public comment:

PRESENTATIONS

CONSENT AGENDA

- a. Review and Approval of 12/12/2023 Minutes
- b. Parade Permit for Cruisin' the Canyon Car Show on September 21st, 2024 from 5:30am - 4:00pm
Trustee Dooley motion for approval of all consent agenda items a & b
Trustee Brink second approval
Motion carried unanimously.

BOARD INFORMATION ITEMS

- a. Staff Reports;
- b. Check Detail Reports for December 2023;
- c. Sales Tax Revenue Comparison Report 2022-2023;
- d. Budget to Actual Reports through the end of December 2023;
 - i. General Fund
 - ii. Water / Sewer Fund
 - iii. Capital Improvement Fund
 - iv. Virginia Christensen Fund
 - v. Conservation Trust Fund

NEW BUSINESS

- a. Consideration and possible approval of City of Creede, CO Resolution No. 2024-01, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO APPOINTING A CITY MANAGER";
Trustee Dooley motion for approval of Res. No. 2024-01, (appointing city manager)
Trustee Brink second approval
Motion carried unanimously.

- b. Consideration and possible approval of an engagement letter with McPherson, Goodrich, Paolucci & Mihelich, PC for general accounting services for the 2024 calendar year;

Trustee Brink motion for approval of engagement letter for general accounting services

Trustee Dooley second approval

Motion carried unanimously

- c. Consideration and possible approval of a lease agreement between the City of Creede and the Creede Center for the Arts, a Colorado non-profit corporation, to lease approximately .85 acres of City-owned property within the City of Creede for the purpose of constructing a community art center facility;

New Business Item c. will be moved to February Regular meeting.

- d. Consideration and possible approval of City of Creede, CO Resolution No. 2024-02, "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";

Trustee Brink motion for approval of Res. No. 2024-02, (fee schedule as amended)

Trustee Dooley second approval

Motion carried unanimously.

- e. Consideration and possible approval of an agreement for professional services between the City of Creede, CO and MEYER & SAMS, INC. d/b/a GMS, INC. for the purpose of conducting a rate study for the City's water and wastewater utilities;

Trustee Dooley motion for approval of an agreement for rate study

Trustee Brink second approval

Motion carried unanimously.

- f. Discussion regarding a possible grant application to the Bureau of Reclamation's WaterSmart grant program for funding to purchase and install meters for all residential properties in Creede that currently do not have meters;

Trustee Dooley motion for approval of grant application for meters
Trustee Brink second approval
Motion carried unanimously.

- g. Consideration and possible approval of City of Creede, Colorado Ordinance No. 450, "AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING THE REQUIREMENTS FOR BACKFLOW PREVENTION AND CROSS CONNECTIONS WITHIN CHAPTER 13 ("MUNICIPAL UTILITIES") OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO TO CONFORM WITH THE PROVISIONS OF THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT REGULATION 11";

Trustee Brink motion for approval of ordinance No. 450
Trustee Dooley second approval
Motion carried unanimously.

- h. Consideration and possible approval of City of Creede, CO Resolution No. 2024-03, "A RESOLUTION OF THE CITY OF CREEDE, COLORADO SETTING THE DATE FOR A MAIL BALLOT ELECTION";

Trustee Brink motion for approval of Res. No. 2024-03, (date for mail ballot elec. April 2nd, 2024)
Trustee Dooley second approval
Motion carried unanimously.

- i. Consideration and possible approval of City of Creede, CO Resolution No. 2024-04, "A RESOLUTION OF THE CITY OF CREEDE, COLORADO, SETTING GENERAL PROPERTY TAXES FOR THE YEAR 2023 TO HELP DEFRAID THE COST OF GOVERNMENT FOR THE CITY OF CREEDE FOR THE 2023 BUDGET YEAR"

Trustee Dooley motion for approval of Res. No. 2024-04, (mill levey15.6)
Trustee Brink second approval
Motion carried unanimously.

- j. Discussion and possible approval for a 30 day extension for Kip's Grill LLC from January 1st, 2024 to January 31st, 2024 (added after executive session)

Trustee Dooley motion for approval of date change
Trustee Brink second approval
Motion carried unanimously.

OLD BUSINESS

BOARD REPORTS

ADJOURN

There being no further business to come before the Board,
Trustee Dooley motion to adjourn.
Trustee Brink second.
Motion carried unanimously.
Mayor Larson declared adjourned at 6:35 PM the motion carried.

Respectfully submitted:

/Treva Crenshaw /

**BOARD OF TRUSTEES
CITY OF CREEDE, A TOWN
OF COLORADO
January 9th, 2024**

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 3:36 PM. There being present at the call of the roll the following persons:

OFFICIALS PRESENT (via either phone or video

conferencing): Mayor Larson,

Trustee Castleberry

and

Trustee Dooley were

present

Trustee Hannah

Trustee Brink was not

present.

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

Louis Fineberg, City Manager

Josie Bielenberg, Clerk

Treva Crenshaw, Deputy

Clerk

APPROVAL OF AGENDA

Trustee Castleberry motion

approval of agenda

Trustee Dooley 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, CO Resolution No. 2024-05, "A RESOLUTION OF THE CITY OF CREEDE, COLORADO, SETTING GENERAL PROPERTY TAXES FOR THE YEAR 2023 TO HELP DEFRAY THE COST OF GOVERNEMNT FOR THE CITY OF CREEDE FOR THE 2023 BUDGET YEAR"

Trustee Castleberry Motion Approval of Res. No. 2024-05
Trustee Dooley Second
Motion Carried Unanimously

OLD BUSINESS

BOARD REPORTS

ADJOUR

There being no further business to come before the Board,

Trustee Castleberry motion to adjourn.

Trustee Dooley second. Motion carried unanimously.

Mayor Larson declared adjourned at 3:40 PM the motion carried.

Respectfully submitted:

/Treva Crenshaw /

Treva Crenshaw- Deputy Clerk

**BOARD OF TRUSTEES
CITY OF CREEDE, A TOWN OF
COLORADO**

January 16th, 2024

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 5:35 PM. There being present at the call of the roll the following persons:

OFFICIALS PRESENT (via either phone or video conferencing):

Mayor Larson,
Trustee Castleberry,
Trustee Dooley,
Trustee Hannah,
Trustee Brink were present at the meeting.

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 Bielenberg, Clerk
Treva Crenshaw, Deputy Clerk

APPROVAL OF AGENDA

Trustee Brink motion approval of agenda.
Trustee Dooley seconded the motion.
Motion carried unanimously.

EXECUTIVE SESSION

PUBLIC COMMENT

Public comment:

PRESENTATIONS

CONSENT AGENDA

BOARD INFORMATION ITEMS

NEW BUSINESS

- a. Consideration and possible approval of a commercial lease agreement with the Mineral County / Creede Chamber of Commerce for the 2024 calendar year;

Trustee Dooley Motion Approval of Lease Agreement with the Creede Chamber of Commerce for 2024.

Trustee Brink Seconded the motion.

Motion Carried Unanimously.

- b. Consideration and possible approval of proposals by Smith Environmental and Engineering for environmental assessments of three sites in Creede totaling \$10,500;

Trustee Dooley Motion Approval of proposals for environmental assessments of three sites in Creede.

Trustee Castleberry Seconded the motion.

Motion Carried Unanimously.

OLD BUSINESS

BOARD REPORTS

ADJOURN

There being no further business to come before the Board,

Trustee Brink motioned to adjourn.

Trustee Hannah Seconded the motion.

Motion carried unanimously.

Mayor Larson declared adjourned at 5:38 PM the motion carried.

Respectfully submitted:

/Treva Crenshaw/

Treva Crenshaw – Deputy 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: CJ Lambert

PHONE#: 713-416-0020 EMAIL: _____

ORGANIZATION: Hellfighters Off Road

EVENT INFORMATION

EVENT NAME: For God and Country

PURPOSE OF EVENT: Offer Hope and Love! Free family entertainment. Comedian "Nazareth"

DATES(S): July 2024 BEGIN TIME: July 3 END TIME: July 4

MAX NUMBER OF PEOPLE EXPECTED: 500

PUBLIC/PRIVATE EVENT: Public

WILL THERE BE LIVE MUSIC? YES NO

WILL THERE BE ALCOHOL? YES NO

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

Where would you like to host your event:

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

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.

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 <input type="checkbox"/> YES / <input type="checkbox"/> NO
EVENT APPROVED BY: _____

CJ Lambert
(Signature)

01-04-2024
(Date)



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

**FILM PERMIT
 CONTACT INFORMATION**

Applicant/Organization: Storyform, Inc

ORGANIZATION TYPE:

NON-PROFIT FOR-PROFIT GOVERNMENT CORPORATION OTHER: _____

Mailing Address: 3612 Greenwood Ave. Los Angeles CA 90066

Contact Person: Anke Thommen

PHONE#: 213.880.4410

EMAIL: anke@storyform.tv

EVENT INFORMATION

Location(s) of requested filming: Bee McLure & Silver Dr. // N. Main Street

On one of the below dates
 Date(s) and time(s) of requested filming (additional days should be attached to this application):

Date(s)	Time(s) - indicate am/pm
02/ <u>07/2024</u>	6AM until 8:30AM
02/ <u>08/2024</u>	6AM until 8:30AM
02/ <u> </u>	6AM until 8:30AM

Event description: Car driving on road in winter conditions followed by Arm car, drone and a B-Camera on tripod

WILL THERE BE MUSIC? ___ YES NO If yes, will it be live/amplified? _____

CONDITIONS FOR USE OF PUBLIC PROPERTY:

- Area must remain open to the public at all times
- Open containers of alcohol are not allowed unless a liquor license is obtained
- Event organizers are responsible for cleanup and trash remove.
- Motorized vehicles are not allowed on the grass or sidewalks. OHV's may only be used on designated roadways.
- Event shall comply with City noise ordinances
- Landscape or facility damage will be billed to event organizers at replacement costs plus 15%
- Signage shall comply with all applicable City of Creede policies
- Applicant and all attendees shall comply with City of Creede Codes, Resolutions and Ordinances
- Tents or other temporary structures may not be placed without obtaining permission first.
- Any street closures require a separate parade permit.

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

SUBMIT THE FOLLOWING WITH YOUR APPLICATION:

- LOCATION MAP
- CERTIFICATE OF INSURANCE

FOR CLERK OFFICE ONLY:

DATE RECEIVED: 1/29/24

EVENT APPROVED BY: _____

DATE APPROVED: _____



CITY OF CREEDE

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

I HEREBY AGREE TO INDEMNIFY CREEDE, ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO HOLD THEM HARMLESS AS TO ANY CLAIM, LIABILITY OR DAMAGES, INCLUDING ATTORNEY FEES AND COURT COSTS, ARISING OUT OF, OR DIRECTLY OR INDIRECTLY RESULTING FROM THE CONDUCT OF THE ABOVE EVENT. I FURTHER UNDERSTAND THAT THE ABOVE USE CONDITIONS MUST BE ADHERED TO.

APPLICANT:

SIGNATURE:

PRINT: anke thommen

TITLE: producer

DATE: 01/29/2024



PARADE PERMIT APPLICATION

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

Name: Anke Thommen

Address: 3612 Greenwood Ave.

Business/Organization (if applicable): Storyform, Inc.

Phone: 310.994.9753 Email: anke@storyform.tv

Parade Date: 2/7 or 2/8/24 Parade Time (please allow for set-up and take-down): 5:30AM - 9AM

Parade Route Begins: A: Bachelor Loop t& Bee McLure // B: E 2nd Street & N.

Parade Route Ends: A: Bee Mc Lure to Silver Dr & Bachelor Road / B: Lomas

Planned Road Closures: Bachelor Road & Bee McLure// iTC on Loop / N. Main

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 65

Responsible Parties for Barricade Set-up & Removal:

Name: Tim Territo Phone: 310.994.9 Name: Tim Territo Phone: 310.994.9

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

Applicant 

01/26/2024
Date

City Clerk

Date

SHERIFF'S DEPARTMENT NOTIFICATION: _____
Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: _____
Date

FOR ADMINISTRATIVE USE ONLY

Application Received 1/29/24 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



PARADE PERMIT APPLICATION

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

Name: Anke Thommen

Address: 3612 Greenwood Ave.

Business/Organization (if applicable): Storyform, Inc.

Phone: 213.880.4410 Email: anke@storyform.tv

Parade Date: 2/9/2024 Parade Time (please allow for set-up and take-down): 5:30AM - 6PM

Parade Route Begins: Ice rink

Parade Route Ends: Ice Rink

Planned Road Closures: we will only need the ice rink for a half day not sure fin

(Additionally, please attach a map)

Estimated Number of People Expected to Attend this Event: 45

Responsible Parties for Barricade Set-up & Removal:

Name: Tim Territo Phone: 310.994.9753 Name: Anke Thommen Phone: 213.880.4410

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

Applicant

01.27.2024

City Clerk

Date

Date

SHERIFF'S DEPARTMENT NOTIFICATION: _____

Date

PUBLIC WORKS'S DEPARTMENT NOTIFICATION: _____

Date

FOR ADMINISTRATIVE USE ONLY

Application Received 1/29/24 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1.28.24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company / DeWitt Stern 500 N. Brand Boulevard - Suite 1600 Glendale, CA 91203	CONTACT NAME: Francisco Cabrera	
	PHONE (A/C, No. EXT) 818-623-5409	FAX (A/C, No): 818-322-0946
	E-MAIL ADDRESS: fcabrera@risk-strategies.com	
	PRODUCER CUSTOMER ID#	
	INSURER(S) AFFORDING COVERAGE	
INSURED (The Interpublic Group of Companies, Inc.) Storyform Inc. 3612 Greenwood Ave. Los Angeles, CA 90066	INSURER A: Allianz Global Risk US Insurance Company	NAIC # 35300
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	x	x	UST006711230	02/01/2023	04/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGES TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	x	x	UST006711230	02/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							NON OWNED/HIRED PHYSICAL DAMAGE INCLUDED IN MISC. EQUIPMENT LIMIT. DED: 10% OF LOSS SUBJECT TO \$3,500 MIN. AND \$7,500 MAX.	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	x	x	UST015599231	02/01/2023	04/01/2024	EACH OCCURRENCE	\$14,000,000
							AGGREGATE	\$14,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below.			Coverage not Provided			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Miscellaneous Equipment (Rented Equip.) Props, Sets, Wardrobe Third Party Property Damage	x	x	UST006708230	02/01/2023	04/01/2024	Limits: Limit: \$5,000,000 Limit: \$5,000,000 Limit: \$1,000,000	Deductibles: Ded: \$3,500 Ded: \$1,500 Ded: \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLE OR RETENTIONS)
 Certificate Holder is included as an Additional Insured and/or Loss Payee as their interest may appear, as respect operations of the Named Insured. Coverage applies to the following production: **IPG - Carmichael Lynch - Subaru of America - 12028892 - MY25/26 SNOW Running Footage Production.** Misc. Equipment (rented equip.) coverage territory is worldwide, includes in transit coverage, valuation is on a Replacement Cost basis. Waiver of Subrogation included where required by written contract.

CERTIFICATE HOLDER City of Creede 2223 N. Main Street Creede, CO 81130	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS	
	By: 1/5/2024	 Francisco Cabrera



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1.28.24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company / DeWitt Stern 500 N. Brand Boulevard - Suite 1600 Glendale, CA 91203	CONTACT NAME: Francisco Cabrera	
	PHONE (A/C. No. EXT) 818-623-5409	FAX (A/C. No): 818-322-0946
	E-MAIL ADDRESS: fcabrera@risk-strategies.com	
	PRODUCER CUSTOMER ID#	
	INSURER(S) AFFORDING COVERAGE	
INSURED (The Interpublic Group of Companies, Inc.) Storyform Inc. 3612 Greenwood Ave. Los Angeles, CA 90066	INSURER A: Allianz Global Risk US Insurance Company	NAIC # 35300
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	UST006711230	02/01/2023	04/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGES TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	X	X	UST006711230	02/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							NON OWNED/HIRED PHYSICAL DAMAGE INCLUDED IN MISC. EQUIPMENT LIMIT, DED: 10% OF LOSS SUBJECT TO \$3,500 MIN. AND \$7,500 MAX.	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	X	X	UST015599231	02/01/2023	04/01/2024	EACH OCCURRENCE	\$14,000,000
							AGGREGATE	\$14,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below.	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL		Coverage not Provided			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Miscellaneous Equipment (Rented Equip) Props, Sets, Wardrobe Third Party Property Damage	X	X	UST006708230	02/01/2023	04/01/2024	Limits: Limit: \$5,000,000 Limit: \$5,000,000 Limit: \$1,000,000	Deductibles: Ded \$3,500 Ded \$1,500 Ded \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLE OR RETENTIONS)
 Certificate Holder is included as an Additional Insured and/or Loss Payee as their interest may appear, as respect operations of the Named Insured. Coverage applies to the following production: **IPG - Carmichael Lynch - Subaru of America - 12029617 - MY25/26 SNOW Stills Production.** Misc. Equipment (rented equip.) coverage territory is worldwide, includes in transit coverage, valuation is on a Replacement Cost basis. Waiver of Subrogation included where required by written contract.

CERTIFICATE HOLDER City of Creede 2223 N. Main Street Creede, CO 81130	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS By: 1/5/2024 Francisco Cabrera	



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: _____

PHONE#: _____ EMAIL: _____

ORGANIZATION: _____

EVENT INFORMATION

EVENT NAME: _____

PURPOSE OF EVENT: _____

DATES(S): _____ BEGIN TIME: _____ END TIME: _____

MAX NUMBER OF PEOPLE EXPECTED: _____

PUBLIC/PRIVATE EVENT: _____

WILL THERE BE LIVE MUSIC? ____ YES ____ NO

WILL THERE BE ALCOHOL? ____ YES ____ NO

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

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

Where would you like to host your event:

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

FOR CLERK OFFICE ONLY:
DATE RECEIVED: _____
PARK FEE RECEIVED: ____ YES / ____ NO
EVENT APPROVED BY: _____

Kristeen Lopez
(Signature) _____ (Date)

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

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

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

1. Name of Applicant Organization or Political Candidate Mardi Wisdom		State Sales Tax Number (Required)	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 4200 CLARKSVILLE ST PARIS, TX 75462		3. Address of Place to Have Special Event (include street, city/town and ZIP) Seime Park, 130 Bee McClure Dr, Creede, CO 81130	
4. Authorized Representative of Qualifying Organization or Political Candidate Jack Kraft		Date of Birth 03/07/1996	Phone Number (903) 905-9987
Authorized Representative's Mailing Address (if different than address provided in Question 2.)			
5. Event Manager Mardi Wisdom		Date of Birth 10/14/1997	Phone Number (940) 655-4714
Event Manager Home Address (Street, City, State, ZIP) 4200 Clarksville St, Paris, TX 75462		Email Address of Event Manager mardiw1997@gmail.com	
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 checked="" 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	Date	Date	Date	Date
08/03/2024				
Hours From 5:30 P.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 11:30 P.m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .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 <i>Mardi Wisdom</i>	Title	Date 01/19/2024
----------------------------------	-------	---------------------------

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)	\$.



CITY OF CREEDE

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

PARK RENTAL PERMIT

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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: Mardi Wisdom

PHONE#: 9406554714 EMAIL: mardiw1997@gmail.com

ORGANIZATION: _____

EVENT INFORMATION

EVENT NAME: Wedding

PURPOSE OF EVENT: _____

Where would you like
to host your event:

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

DATES(S): 8/2-8/4 BEGIN TIME: All day END TIME: All day

MAX NUMBER OF PEOPLE EXPECTED: 80

PUBLIC/PRIVATE EVENT: Private

WILL THERE BE LIVE MUSIC? YES NO

WILL THERE BE ALCOHOL? YES NO

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

RENTAL FEES: A non-refundable rental fee of \$25/day must be paid in full at the time of application. 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: 1-18-24

PARK FEE RECEIVED: YES / NO

EVENT APPROVED BY: JMB

Mardi Wisdom

(Signature)

01/08/2024

(Date)

Clerk's Office Staff Report

Liquor Licensing/Events/Permits

Liquor License:

Events:

The Clerk's office has established good communication with the Events Committee and has developed a calendar that every area of Creede is on. This calendar will be on our website as soon as it is finalized.

CORA Requests

- Received a CORA request for a report of 2023 employees and titles with pay rates.
-

Utilities

The Deputy Clerk set up new accounts for billing.

January utilities went through without any real problems. Treva is moving forward in extending her knowledge around the new program.

Financials

Payroll:

The Clerk's Office processed payroll for regular staff on January 5th & 19th, 2024.

The board payroll on January 15th, 2024.

The monthly Parks & Rec part-time staff on January 31st, 2024.

Financial Reports:

The Clerk's Office printed check detail reports for General Fund and Water & Sewer Fund. Budget vs. Actual reports have also been printed out for the Board in all accounts. Reconciliation is done thru January, 2024.

Accounts Payable:

Invoices were paid on January 3rd, 10th, 17th, 24th & 31st.

Accounts Receivable:

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

Payments are collected, processed, and deposited as they arrive daily.

Projects

Clerk's Office Organization:

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

WSB is working on installation of a new "projector/tv" that will make our Board Meetings flow much better and save on paper wasted.

Record Retention:

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

Town Website:

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

Extras:

Creede Parks and Recreation Director's Report
Kathryn Ash
February 1 2024

Gym Programs

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

Kids Activities

- After School Activities
- Kajukembo

Teen GOCO Activities

- Teen Night
- Teen Leadership Program

We have started a very popular 8 week workout challenge. Lavour Addison is our personal trainer and we have about 30 people working out Monday Tuesday Thursday and Friday. I am very excited to see this program do well and will look to continue something like this in the future.

Kristeen, Josie, and I are working on getting the end of year GOCO report in.

Al has put up shelving at the Ed Hargraves Storage unit in an effort to get that in order.

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
February 2024**

Streets:

- Installed cold patch asphalt material in potholes on Loma, and in the flow-fill spots on 149 near Bachelor Road
- Scott attended a meeting with CDOT representatives and Sheriff Wetherill to review the speed limit signs and other signage along HWY 149 in the City of Creede. CDOT is going to perform a traffic study this summer, review all of the signs, and present an update to this area upon completion of the study. A review of the intersections of HWY 149 at La Garita Ave, and HWY 149 at Main Street was also conducted. CDOT is going to review these areas with the appropriate departments to see what configurations can be utilized at these intersections to help make these intersections more traffic friendly. Scott was introduced to the CDOT personnel at the line striping department. An MOU has been sent for CDOT to perform the line striping needs in Creede for 2024. (One has also been sent to the County Road & Bridge Dept. as well). Upon authorization, the MOU can be signed and sent back to CDOT.
- Plowed city streets and applied antiskid as needed after snow events, hauled out snow from stockpiled areas throughout the city
- Scraped off ice and snow pack that was built up on sidewalks in certain areas along Main Street
- Checked for fallen tree branches, etc. after high winds, removed as necessary, and straightened street signs and/or posts as needed

Water System:

- Located the curb shut off valve for 203 Aspen Ave (Alexander Residence)
- Utilized the services of VEMCO electric to troubleshoot and replace the starter contactor at the N. Creede WTP
- Turned water on at 107 N. Loma, as requested
- Cleaned & Calibrated the SCADA sensor at the WTP
- Responded/marked CO 1 Calls when received
- Performed water meter readings at the required locations in the City
- Performed water sampling as required by CDPHE throughout the Water System
- Replaced a 55-gallon drum of Sodium Hypochlorite at the WTP
- Continued to work with ORC Fred Hand on the requirements set forth by the CDPHE and meeting those requirements on a timely basis

Wastewater System:

- Utilized the services of Weaver's Level Best to jet clean a blockage in the main line along S. La Garita Ave/HWY 149. (Between MHAB-7 and MHAB-6)
- Continued the Chlorinating/Dechlorinating process at the WWTP effluent station due to the low temperatures
- Continued to take Zinc & Cadmium wastewater samples at (4) manhole locations throughout the City for comparison to previous readings prior to the Phase 1 Sewer Upgrade project.
- Performed weekly wastewater sample studies at the WWTP as required by the CDPHE

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
February 2024**

- Responded/marked CO 1 Calls when received
- Continued to interact with the Waste Water Operator/ORC (Operator Responsibly in Charge) to discuss general functions and operations of the Wastewater treatment systems, verifying that all samples are being submitted in a timely and correct manner.
- Continued to manually perform daily flow, temp. and Ph readings, as well as with the SCADA system, as required by the CDPHE
- Continued the application of the BioScrubber PB NN to the Northern most section of the WW system, and at the lagoons in order to aid in reducing any buildup of grease, fats, and oils, and to help reduce the Total Ammonia levels

Water & Wastewater Projects:

- 1) GMS Engineering advertised the Phase 3 sewer upgrade project in August. The bid from RMS Utilities was accepted, with the project time line being extended into the spring of 2024. Potholing along HWY 149 was completed in December, with the remainder of the project to be completed by 5/31/24

Storm Water:

- Checked inlets and outlets of culvert pipes after storm events

Equipment/Assets:

- Welded/Repaired bed floor, and installed a new air dryer on the C750 Dump Truck
- Replaced main lift hydraulic hose on left side of CAT wheel loader
- Replaced the Crank Sensor (George Regan) and fixed some wiring on the Cherokee
- Repaired the hose on the Gem Jett
- Replaced the driver's side door handle cable on the 2008 Chevy Silverado
- Cleaned the carburetor and got the snow blower running for the hockey ponds
- Replaced the rubber plow blade on the 4-wheeler
- Repaired the tire chains on the backhoe
- Greased the backhoe and wheel loader as needed

Parks & Buildings:

- Remodeled the closet in the Town Hall conference room -after reframing interior of structure: installed a bifold door, a power outlet, a cable outlet, insulation, drywall board (applied spackle and completed exterior with an orange peel finish), painted and installed an interior shelf, applied trim accordingly
- Removed the plexiglass window in Conference Room/Scott's office wall and framed a small partition wall in its place, including installation of drywall board, an orange peel finish, painting, and installing trim as needed
- Removed the raised floor in the Conference Room, installed 2 power outlets on East wall, insulation, and reinstalled trim at the base of the walls and around the post.
- Constructed 2 new shelves in attic/storage area (repurposed the raised floor boards for this)

**PUBLIC WORKS DEPARTMENT
STAFF REPORT
February 2024**

- Removed the City bulletin board case in the post office and installed 2 new ones, relocated the “Creede Framed Poster” to in between the windows
- Took down both Christmas Trees at Basham Park, along with some of the strings of lights around the gazebo, fencing, some of the cotton wood trees, lamp posts, along with the “rebar light tree” down near the Creede Bakery, and the Christmas lights along Main Street. Removed the lighted garland and wreath at Town Hall as well. Put everything back into storage
- Installed shelving in the storage room at Hargrave’s Park Restroom building
- Replaced the door push bar handle screws at the gym entrance at the Rec Center
- Continued to clean Basham Park, Hargrave’s, and the REC Center restroom facilities

Projects/Upcoming Projects:

1. Louis and Scott continue to meet with Rentricity via zoom meetings on the Micro-Hydro Project. This project’s construction start date has not been officially established at this time, but it is moving forward presently. More info to come....
2. GMS has continued to work with Scott, Louis, and CDOT on the Main Street sidewalk safety project (crosswalks and sidewalk ramp upgrades from approximately 3rd Street up to N. 1st Street), and CDOT’s “Revitalizing Main Streets” grant. Efforts made to combine these 2 projects were successful and this project is scheduled to begin most likely in 2025. (Sewer upgrades (Phase 3) will need to start in early April of 2024 in order for completion prior to the Main Street project starting)
- 3. The New Public Works Complex/Town Hall Building project-** Louis has successfully applied for grant funding for the design work, and this project is now moving forward with reviewing the construction drawing bids portion of the project. Receipt and acceptance of the proposals were reviewed and awarded to Avery Augur in November. Potential for the PW Complex to be at the City-owned property, where MDS is presently located, is uncertain at this particular moment. (The Board has been working with Rick Samson on the status of this property and/or updating an agreement with this company. - I do not have an update on the status of the agreement to date)
- 4. The New Entrance to Rec Center-** final design drawings have been completed and approved by the BOT’s at the May meeting. Funding acquisition/verification for the construction drawings have been arranged and this project will be moving into the construction request for proposals, with awarding of the construction of this project hopefully in February of 2024.
- 5. Loma Ave Stormwater Project-** Scott presented the Loma Street Storm Pipe project estimates from GMS Engineering to Louis upon receipt in December
- 6. Water Treatment Plant Water Line Extension Project:** The rough costs and GMS Engineering’s recommendation on this project was presented to Louis in December

PUBLIC WORKS DEPARTMENT

STAFF REPORT

February 2024

- 7. Phase 3 Sewer Upgrade Project:** The potholing portion of the project was completed in December, with the remainder of the work to be finished in 2024 (by May 31st)
- 8. Phase 4 Sewer Upgrade Project:** GMS Engineering is to submit the design drawings to the City in February so the project can be put out to bid in 2024, with construction to start in the spring of 2025

Special Events:

- Traffic control barricades and “No Alcohol beyond this point” A-Frames were provided for the “Golden Pick Hockey Tournament” event on 1/13 & 1/14. All barricades and A-Frames were removed and restocked upon conclusion of the event.

Training/Education:

- Scott participated in a zoom meeting with the CDPHE on updates to the “Lead & Copper Rules and Revisions”

Other:

- Scott is currently looking for a new ORC (Operator Responsibly in Charge) for both the water and wastewater systems due to Fred Hand informing the City of his retirement of large community systems/downsizing.

City of Creede - Water & Sewer Fund Check Detail January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	EFT	01/08/2024	Amazon		05-1000 · W/S Cash -...		-909.79
Bill	NOV/D...	12/31/2023			05-5411 Wastewater...	-893.00	893.00
					05-5412 Water Repa...	-16.79	16.79
TOTAL						-909.79	909.79
Bill Pmt -Check	EFT	01/08/2024	Bill Divvy Card		05-1000 · W/S Cash -...		-234.00
Bill	Dec 15...	12/31/2023			05-5320 Postage	-234.00	234.00
TOTAL						-234.00	234.00
Bill Pmt -Check	EFT	01/24/2024	Wagner Equipment ...		05-1000 · W/S Cash -...		-160.51
Bill	P03C0...	01/24/2024			05-5410 Repairs and...	-160.51	160.51
TOTAL						-160.51	160.51
Bill Pmt -Check	EFT	01/25/2024	Amazon		05-1000 · W/S Cash -...		-314.30
Bill	JAN 20...	01/25/2024			05-5412 Water Repa...	-314.30	314.30
TOTAL						-314.30	314.30
Bill Pmt -Check	4570	01/19/2024	Sdcl_inc		05-1000 · W/S Cash -...		-1,310.00
Bill	24398	12/13/2023			05-5420 Sewer Testi...	-1,310.00	1,310.00
TOTAL						-1,310.00	1,310.00
Bill Pmt -Check	4586	01/05/2024	CIRSA		05-1000 · W/S Cash -...		-500.00
Bill	W23716	01/05/2024			05-5500 W/S Insura...	-316.28	316.28
Bill	W23690	01/05/2024			05-5500 W/S Insura...	-183.72	183.72
TOTAL						-500.00	500.00
Bill Pmt -Check	4587	01/05/2024	Sdcl_inc		05-1000 · W/S Cash -...		-530.00
Bill	24441	12/14/2023			05-5420 Sewer Testi...	-530.00	530.00
TOTAL						-530.00	530.00
Bill Pmt -Check	4588	01/05/2024	Southern Colorado ...		05-1000 · W/S Cash -...		-700.00
Bill	3669	01/01/2024			05-5600 W/S Profes ...	-700.00	700.00
TOTAL						-700.00	700.00
Bill Pmt -Check	4589	01/05/2024	USA Blue Book		05-1000 · W/S Cash -...		-393.62
Bill	002307...	01/05/2024			05-5411 Wastewater...	-278.06	278.06
Bill	002252...	01/05/2024			05-5411 Wastewater...	-115.56	115.56
TOTAL						-393.62	393.62
Bill Pmt -Check	4590	01/05/2024	Wagner Equipment ...		05-1000 · W/S Cash -...		-183.00
Bill	P00C2...	01/05/2024			05-5410 Repairs and...	-183.00	183.00
TOTAL						-183.00	183.00
Bill Pmt -Check	4591	01/05/2024	Weaver's Level Best ...		05-1000 · W/S Cash -...		-339.72
Bill	18566	01/05/2024			05-5600 W/S Profes ...	-339.72	339.72
TOTAL						-339.72	339.72

City of Creede - Water & Sewer Fund

Check Detail

January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	4592	01/10/2024	Tomkins Hardware &...		05-1000 · W/S Cash -...		-108.46
Bill	DEC 2 ...	12/31/2023			05-5411 · Wastewater...	-16.99	16.99
					05-5411 · Wastewater...	-3.52	3.52
					05-5411 · Wastewater...	-62.95	62.95
					05-5411 · Wastewater...	-25.00	25.00
TOTAL						-108.46	108.46
Bill Pmt -Check	4593	01/29/2024	Front Range Winwat...		05-1000 · W/S Cash -...		-5,616.00
Bill	081893 ..	01/25/2024			05-5360 · Water Supp...	-5,025.00	5,025.00
					05-5360 · Water Supp...	-465.00	465.00
					05-5360 · Water Supp...	-126.00	126.00
TOTAL						-5,616.00	5,616.00
Bill Pmt -Check	4594	01/29/2024	Interstate Chemical ...		05-1000 · W/S Cash -...		-2,535.70
Bill	561935	01/25/2024			05-5360 · Water Supp...	-2,535.70	2,535.70
TOTAL						-2,535.70	2,535.70
Bill Pmt -Check	4595	01/29/2024	ITSI		05-1000 · W/S Cash -...		-314.00
Bill	23-2879	01/25/2024			05-5411 · Wastewater...	-314.00	314.00
TOTAL						-314.00	314.00
Bill Pmt -Check	4596	01/29/2024	Monte Vista Co-op		05-1000 · W/S Cash -...		-11.50
Bill	496985	01/25/2024			05-5411 · Wastewater...	-11.50	11.50
TOTAL						-11.50	11.50
Bill Pmt -Check	4597	01/29/2024	Moses, Wittemyer, H...		05-1000 · W/S Cash -...		-4,273.62
Bill	15825	12/31/2023			05-5600 · W/S Profes...	-4,087.62	4,087.62
Bill	15867	01/04/2024			05-5600 · W/S Profes...	-186.00	186.00
TOTAL						-4,273.62	4,273.62
Bill Pmt -Check	4598	01/29/2024	USA Blue Book		05-1000 · W/S Cash -...		-967.72
Bill	JAN 20 ...	01/24/2024			05-5411 · Wastewater...	-13.20	13.20
					05-5411 · Wastewater...	-278.42	278.42
					05-5411 · Wastewater...	-284.22	284.22
					05-5411 · Wastewater...	-284.02	284.02
					05-5411 · Wastewater...	-107.86	107.86
TOTAL						-967.72	967.72
Bill Pmt -Check	4599	01/29/2024	VEMCO Electrical C...		05-1000 · W/S Cash -...		-1,168.83
Bill	24037	01/25/2024			05-5412 · Water Repa...	-135.00	135.00
					05-5412 · Water Repa...	-673.83	673.83
					05-5412 · Water Repa...	-360.00	360.00
TOTAL						-1,168.83	1,168.83
Bill Pmt -Check	4600	01/29/2024	Weaver's Level Best ...		05-1000 · W/S Cash -...		-726.58
Bill	18662	01/25/2024			05-5600 · W/S Profes...	-726.58	726.58
TOTAL						-726.58	726.58

City of Creede - Water & Sewer Fund Profit & Loss Budget vs. Actual January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
05-4050 · Water Lease	1,932.45	20,000.00	-18,067.55	9.7%
05-4100 · Water Revenue	0.00	220,000.00	-220,000.00	0.0%
05-4200 · Sewer Revenue	0.00	177,000.00	-177,000.00	0.0%
05-4300 · Tap Fees	2,750.00	12,000.00	-9,250.00	22.9%
05-4400 · Drainage Assessments	0.00	9,000.00	-9,000.00	0.0%
05-4500 · Miscellaneous W/S Revenue	0.00	11,500.00	-11,500.00	0.0%
05-4600 · W/S Finance Charge	0.00	2,800.00	-2,800.00	0.0%
05-4800 · Water Meter Revenue	0.00	2,000.00	-2,000.00	0.0%
05-4990 · Other Revenue	172.74			
Total Income	4,855.19	454,300.00	-449,444.81	1.1%
Gross Profit	4,855.19	454,300.00	-449,444.81	1.1%
Expense				
05-5001 · Salaries				
05-5003 · Water/Sewer Salaries	0.00	185,000.00	-185,000.00	0.0%
05-5004 · W/S Overtime	0.00	15,000.00	-15,000.00	0.0%
Total 05-5001 · Salaries	0.00	200,000.00	-200,000.00	0.0%
05-5200 · Tax and Benefits				
05-5210 · Payroll Taxes	0.00	10,000.00	-10,000.00	0.0%
05-5230 · Benefits	0.00	35,500.00	-35,500.00	0.0%
Total 05-5200 · Tax and Benefits	0.00	45,500.00	-45,500.00	0.0%
05-5300 · Operating Expense				
05-5310 · Office Supplies	0.00	1,500.00	-1,500.00	0.0%
05-5320 · Postage	0.00	4,500.00	-4,500.00	0.0%
05-5330 · Telephone	0.00	700.00	-700.00	0.0%
05-5350 · Sewer Supplies	0.00	10,000.00	-10,000.00	0.0%
05-5360 · Water Supplies	8,151.70	15,000.00	-6,848.30	54.3%
Total 05-5300 · Operating Expense	8,151.70	31,700.00	-23,548.30	25.7%
05-5335 · Sewer & Water Treatment Fees	0.00	3,400.00	-3,400.00	0.0%
05-5340 · Tools & Equipment	0.00	500.00	-500.00	0.0%
05-5400 · Repairs/Maintenance/Testing				
05-5410 · Repairs and Maintenance				
05-5411 · Wastewater Repairs & Maint.	1,686.84			
05-5412 · Water Repairs & Maint.	1,483.13			
05-5410 · Repairs and Maintenance - Other	343.51	50,000.00	-49,656.49	0.7%
Total 05-5410 · Repairs and Maintenance	3,513.48	50,000.00	-46,486.52	7.0%
05-5420 · Sewer Testing	0.00	20,000.00	-20,000.00	0.0%
05-5430 · Water Testing	0.00	2,000.00	-2,000.00	0.0%
Total 05-5400 · Repairs/Maintenance/Testing	3,513.48	72,000.00	-68,486.52	4.9%
05-5500 · W/S Insurance	500.00	7,500.00	-7,000.00	6.7%
05-5600 · W/S Professional Services	1,952.30	75,000.00	-73,047.70	2.6%
05-5700 · Travel	0.00	1,000.00	-1,000.00	0.0%

**City of Creede - Water & Sewer Fund
Profit & Loss Budget vs. Actual
January 2024**

	Jan 24	Budget	\$ Over Budget	% of Budget
05-5800 · Utilities				
05-5810 · Electricity-Sewer Plant	2,887.00	12,000.00	-9,113.00	24.1%
05-5850 · Propane-Water Plant	0.00	1,500.00	-1,500.00	0.0%
05-5860 · Electricity-Water Plant	7,474.00	35,000.00	-27,526.00	21.4%
Total 05-5800 · Utilities	10,361.00	48,500.00	-38,139.00	21.4%
05-5900 · Miscellaneous				
05-5910 · Sewer	0.00	3,000.00	-3,000.00	0.0%
05-5920 · Water	0.00	3,000.00	-3,000.00	0.0%
05-5930 · Miscellaneous	0.00	2,000.00	-2,000.00	0.0%
Total 05-5900 · Miscellaneous	0.00	8,000.00	-8,000.00	0.0%
Total Expense	24,478.48	493,100.00	-468,621.52	5.0%
Net Ordinary Income	-19,623.29	-38,800.00	19,176.71	50.6%
Other Income/Expense				
Other Income				
05-6450 · Transfers In- CIF	0.00	470,000.00	-470,000.00	0.0%
Total Other Income	0.00	470,000.00	-470,000.00	0.0%
Net Other Income	0.00	470,000.00	-470,000.00	0.0%
Net Income	-19,623.29	431,200.00	-450,823.29	-4.6%

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City of Creede; A Colorado Town
Check Detail
 January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check		01/29/2024	CenturyLink		1000.01 · General Fu...		-129.13
Bill	JAN 20...	01/25/2024			01-5133 · Telephone	-129.13	129.13
TOTAL						-129.13	129.13
Paycheck	ACH	01/15/2024	Dana D Brink		1000.01 · General Fu...		-153.92
				01-8910	Salary Expe...	-166.67	166.67
				01-8950	Payroll Tax	-10.33	10.33
				01-2103	Fica/Medica...	10.33	-10.33
				01-2102	Fica/Medica...	10.33	-10.33
				01-8950	Payroll Tax	-2.42	2.42
				01-2103	Fica/Medica...	2.42	-2.42
				01-2102	Fica/Medica...	2.42	-2.42
				01-8950	Payroll Tax	-0.33	0.33
				01-2108	Suta tax pa...	0.33	-0.33
TOTAL						-153.92	153.92
Paycheck	ACH	01/15/2024	Jack Wyatt Hannah		1000.01 · General Fu...		-153.92
				01-8910	Salary Expe...	-166.67	166.67
				01-8950	Payroll Tax	-10.33	10.33
				01-2103	Fica/Medica...	10.33	-10.33
				01-2102	Fica/Medica...	10.33	-10.33
				01-8950	Payroll Tax	-2.42	2.42
				01-2103	Fica/Medica...	2.42	-2.42
				01-2102	Fica/Medica...	2.42	-2.42
				01-8950	Payroll Tax	-0.33	0.33
				01-2108	Suta tax pa...	0.33	-0.33
TOTAL						-153.92	153.92
Paycheck	ACH	01/15/2024	Jeffrey A Larson		1000.01 · General Fu...		-384.80
				01-8910	Salary Expe...	-416.67	416.67
				01-8950	Payroll Tax	-25.83	25.83
				01-2103	Fica/Medica...	25.83	-25.83
				01-2102	Fica/Medica...	25.83	-25.83
				01-8950	Payroll Tax	-6.04	6.04
				01-2103	Fica/Medica...	6.04	-6.04
				01-2102	Fica/Medica...	6.04	-6.04
				01-8950	Payroll Tax	-0.83	0.83
				01-2108	Suta tax pa...	0.83	-0.83
TOTAL						-384.80	384.80
Paycheck	ACH	01/15/2024	Lori G. Dooley		1000.01 · General Fu...		-153.92
				01-8910	Salary Expe...	-166.67	166.67
				01-8950	Payroll Tax	-10.33	10.33
				01-2103	Fica/Medica...	10.33	-10.33
				01-2102	Fica/Medica...	10.33	-10.33
				01-8950	Payroll Tax	-2.42	2.42
				01-2103	Fica/Medica...	2.42	-2.42
				01-2102	Fica/Medica...	2.42	-2.42
				01-8950	Payroll Tax	-0.33	0.33
				01-2108	Suta tax pa...	0.33	-0.33
TOTAL						-153.92	153.92

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City of Creede; A Colorado Town
Check Detail
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	ACH	01/15/2024	Truman S Castleberry		1000.01 - General Fu...		-153.92
				01-8910	Salary Expe...	-166.67	166.67
				01-8950	Payroll Tax	-10.33	10.33
				01-2103	Fica/Medica...	10.33	-10.33
				01-2102	Fica/Medica...	10.33	-10.33
				01-8950	Payroll Tax	-2.42	2.42
				01-2103	Fica/Medica...	2.42	-2.42
				01-2102	Fica/Medica...	2.42	-2.42
				01-8950	Payroll Tax	-0.33	0.33
				01-2108	Suta tax pa...	0.33	-0.33
TOTAL						-153.92	153.92
Bill Pmt -Check	ACH	01/18/2024	Samson Law Firm, P...		1000.01 - General Fu...		-10,102.00
Bill	DEC - ...	01/18/2024		01-5160	Professiona...	-271.82	395.00
				01-5160	Professiona...	-271.83	395.00
				01-5160	Professiona...	-2,580.68	3,750.00
				01-5160	Professiona...	-231.92	337.00
				01-5160	Professiona...	-2,065.57	3,001.50
				01-5160	Professiona...	-868.83	1,262.50
				01-5160	Professiona...	-68.82	100.00
				01-5160	Professiona...	-103.23	150.00
				01-5160	Professiona...	-489.30	711.00
TOTAL						-6,952.00	10,102.00
Paycheck	ACH	01/19/2024	David Pagnotta		1000.01 - General Fu...		-1,820.36
				01-8910	Salary Expe...	-961.60	961.60
				01-8910	Salary Expe...	-961.60	961.60
				01-8910	Salary Expe...	-162.27	162.27
				01-8910	Salary Expe...	-162.27	162.27
				01-8910	Salary Expe...	-2.80	2.80
				01-2850	Payroll Liabi...	2.80	-2.80
				01-8910	Salary Expe...	-462.00	462.00
				01-2850	Payroll Liabi...	462.00	-462.00
				01-2300	Retirement ...	67.43	-67.43
				01-8960	Retirement ...	-33.71	33.71
				01-8960	Retirement ...	-33.72	33.72
				01-2300	Retirement ...	67.43	-67.43
				01-2101	Federal tax ...	109.00	-109.00
				01-8950	Payroll Tax	-69.68	69.68
				01-8950	Payroll Tax	-69.68	69.68
				01-2103	Fica/Medica...	139.36	-139.36
				01-2102	Fica/Medica...	139.36	-139.36
				01-8950	Payroll Tax	-16.29	16.29
				01-8950	Payroll Tax	-16.30	16.30
				01-2103	Fica/Medica...	32.59	-32.59
				01-2102	Fica/Medica...	32.59	-32.59
				01-8910	Salary Expe...	-6.74	6.74
				01-8910	Salary Expe...	-6.75	6.75
				01-2107	Futa payabl...	13.49	-13.49
				01-2104	State withho...	79.00	-79.00
				01-8950	Payroll Tax	-2.24	2.24
				01-8950	Payroll Tax	-2.25	2.25
				01-2108	Suta tax pa...	4.49	-4.49
TOTAL						-1,820.36	1,820.36

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City of Creede; A Colorado Town

Check Detail

January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	ACH	01/19/2024	Dustin Kyffin		1000.01 · General Fu...		-1,214.57
				01-8910	Salary Expe...	-769 20	769 20
				01-8910	Salary Expe...	-769 20	769 20
				01-2300	Retirement ...	46 15	-46 15
				01-8910	Salary Expe...	-462 00	462 00
				01-2850	Payroll Liabi...	462 00	-462 00
				01-8910	Salary Expe...	-2 80	2 80
				01-2850	Payroll Liabi...	2 80	-2 80
				01-8960	Retirement ...	-23 07	23 07
				01-8960	Retirement ...	-23 08	23 08
				01-2300	Retirement ...	46 15	-46 15
				01-2101	Federal tax ...	103 00	-103 00
				01-8950	Payroll Tax	-47 69	47 69
				01-8950	Payroll Tax	-47 69	47 69
				01-2103	Fica/Medica...	95 38	-95 38
				01-2102	Fica/Medica...	95 38	-95 38
				01-8950	Payroll Tax	-11 15	11 15
				01-8950	Payroll Tax	-11 15	11 15
				01-2103	Fica/Medica...	22 30	-22 30
				01-2102	Fica/Medica...	22 30	-22 30
				01-2104	State withho...	57 00	-57 00
				01-8950	Payroll Tax	-1 53	1 53
				01-8950	Payroll Tax	-1 54	1 54
				01-2108	Suta tax pa...	3 07	-3 07
TOTAL						-1,214.57	1,214.57
Paycheck	ACH	01/19/2024	Charles A Pilant		1000.01 · General Fu...		-1,301.24
				01-8910	Salary Expe...	-759 59	759 59
				01-8910	Salary Expe...	-759 59	759 59
				01-8910	Salary Expe...	-86 55	86 55
				01-8910	Salary Expe...	-86 55	86 55
				01-8910	Salary Expe...	-9 62	9 62
				01-8910	Salary Expe...	-9 62	9 62
				01-2300	Retirement ...	51 35	-51 35
				01-8960	Retirement ...	-25 67	25 67
				01-8960	Retirement ...	-25 68	25 68
				01-2300	Retirement ...	51 35	-51 35
				01-8910	Salary Expe...	-462 00	462 00
				01-2850	Payroll Liabi...	462 00	-462 00
				01-8910	Salary Expe...	-2 80	2 80
				01-2850	Payroll Liabi...	2 80	-2 80
				01-2101	Federal tax ...	163 00	-163 00
				01-8950	Payroll Tax	-53 05	53 05
				01-8950	Payroll Tax	-53 06	53 06
				01-2103	Fica/Medica...	106 11	-106 11
				01-2102	Fica/Medica...	106 11	-106 11
				01-8950	Payroll Tax	-12 41	12 41
				01-8950	Payroll Tax	-12 41	12 41
				01-2103	Fica/Medica...	24 82	-24 82
				01-2102	Fica/Medica...	24 82	-24 82
				01-2104	State withho...	65 00	-65 00
				01-8950	Payroll Tax	-1 71	1 71
				01-8950	Payroll Tax	-1 72	1 72
				01-2108	Suta tax pa...	3 43	-3 43
TOTAL						-1,301.24	1,301.24
Paycheck	ACH	01/19/2024	Walter S Johnson		1000.01 · General Fu...		-2,202.09
				01-8910	Salary Expe...	-1,538 46	1,538 46
				01-8910	Salary Expe...	-1,538 46	1,538 46
				01-8910	Salary Expe...	-462 00	462 00
				01-2850	Payroll Liabi...	462 00	-462 00
				01-8910	Salary Expe...	-2 80	2 80
				01-2850	Payroll Liabi...	2 80	-2 80
				01-2300	Retirement ...	92 31	-92 31
				01-8960	Retirement ...	-46 15	46 15
				01-8960	Retirement ...	-46 16	46 16
				01-2300	Retirement ...	92 31	-92 31
				01-2150	Aflac Liability	57 06	-57 06
				01-2150	Aflac Liability	52 44	-52 44
				01-2101	Federal tax ...	330 00	-330 00

City of Creede; A Colorado Town

Check Detail

January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-8950 Payroll Tax	-93.61	93.61
					01-8950 Payroll Tax	-93.62	93.62
					01-2103 Fica/Medica...	187.23	-187.23
					01-2102 Fica/Medica...	187.23	-187.23
					01-8950 Payroll Tax	-21.89	21.89
					01-8950 Payroll Tax	-21.90	21.90
					01-2103 Fica/Medica...	43.79	-43.79
					01-2102 Fica/Medica...	43.79	-43.79
					01-2104 State withho...	112.00	-112.00
					01-8950 Payroll Tax	-3.02	3.02
					01-8950 Payroll Tax	-3.02	3.02
					01-2108 Suta tax pa...	6.04	-6.04
TOTAL						-2,202.09	2,202.09
Paycheck	ACH	01/19/2024	Kathryn Short Ash		1000.01 · General Fu...		-1,496.27
					01-8910 Salary Expe...	-1,923.08	1,923.08
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-8960 Retirement ...	-57.69	57.69
					01-2300 Retirement ...	57.69	-57.69
					01-2300 Retirement ...	57.69	-57.69
					01-8910 Salary Expe...	-20.00	20.00
					01-2850 Payroll Liabi...	20.00	-20.00
					01-2101 Federal tax ...	148.00	-148.00
					01-8950 Payroll Tax	-119.23	119.23
					01-2103 Fica/Medica...	119.23	-119.23
					01-2102 Fica/Medica...	119.23	-119.23
					01-8950 Payroll Tax	-27.89	27.89
					01-2103 Fica/Medica...	27.89	-27.89
					01-2102 Fica/Medica...	27.89	-27.89
					01-2104 State withho...	74.00	-74.00
					01-8950 Payroll Tax	-3.84	3.84
					01-2108 Suta tax pa...	3.84	-3.84
TOTAL						-1,496.27	1,496.27
Paycheck	ACH	01/19/2024	Kristeen M Lopez		1000.01 · General Fu...		-1,152.57
					01-8910 Salary Expe...	-1,538.46	1,538.46
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-2150 Aflac Liability	52.44	-52.44
					01-2150 Aflac Liability	3.12	-3.12
					01-2850 Payroll Liabi...	77.50	-77.50
					01-2300 Retirement ...	46.15	-46.15
					01-8960 Retirement ...	-46.15	46.15
					01-2300 Retirement ...	46.15	-46.15
					01-2101 Federal tax ...	38.00	-38.00
					01-8950 Payroll Tax	-92.14	92.14
					01-2103 Fica/Medica...	92.14	-92.14
					01-2102 Fica/Medica...	92.14	-92.14
					01-8950 Payroll Tax	-21.54	21.54
					01-2103 Fica/Medica...	21.54	-21.54
					01-2102 Fica/Medica...	21.54	-21.54
					01-2104 State withho...	55.00	-55.00
					01-8950 Payroll Tax	-2.97	2.97
					01-2108 Suta tax pa...	2.97	-2.97
TOTAL						-1,152.57	1,152.57

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	ACH	01/19/2024	Treva Crenshaw		1000.01 · General Fu...		-992.61
				01-8910	Salary Expe...	-1,153.84	1,153.84
				01-8910	Salary Expe...	-384.62	384.62
				01-8910	Salary Expe...	-462.00	462.00
				01-2850	Payroll Liabi...	462.00	-462.00
				01-8910	Salary Expe...	-2.80	2.80
				01-2850	Payroll Liabi...	2.80	-2.80
				01-2300	Retirement ...	46.15	-46.15
				01-8960	Retirement ...	-34.61	34.61
				01-8960	Retirement ...	-11.54	11.54
				01-2300	Retirement ...	46.15	-46.15
				01-2850	Payroll Liabi...	333.00	-333.00
				01-8950	Payroll Tax	-71.54	71.54
				01-8950	Payroll Tax	-23.85	23.85
				01-2103	Fica/Medica...	95.39	-95.39
				01-2102	Fica/Medica...	95.39	-95.39
				01-8950	Payroll Tax	-16.73	16.73
				01-8950	Payroll Tax	-5.58	5.58
				01-2103	Fica/Medica...	22.31	-22.31
				01-2102	Fica/Medica...	22.31	-22.31
				01-2104	State withho...	49.00	-49.00
				01-8950	Payroll Tax	-2.30	2.30
				01-8950	Payroll Tax	-0.77	0.77
				01-2108	Suta tax pa...	3.07	-3.07
TOTAL						-992.61	992.61
Paycheck	ACH	01/19/2024	Josie Bielenberg		1000.01 · General Fu...		-1,232.08
				01-8910	Salary Expe...	-1,586.53	1,586.53
				01-8910	Salary Expe...	-528.85	528.85
				01-8910	Salary Expe...	-462.00	462.00
				01-2850	Payroll Liabi...	462.00	-462.00
				01-8910	Salary Expe...	-2.80	2.80
				01-2850	Payroll Liabi...	2.80	-2.80
				01-2300	Retirement ...	63.46	-63.46
				01-8960	Retirement ...	-47.59	47.59
				01-8960	Retirement ...	-15.87	15.87
				01-2300	Retirement ...	63.46	-63.46
				01-2850	Payroll Liabi...	432.00	-432.00
				01-2101	Federal tax ...	153.00	-153.00
				01-8950	Payroll Tax	-98.37	98.37
				01-8950	Payroll Tax	-32.79	32.79
				01-2103	Fica/Medica...	131.16	-131.16
				01-2102	Fica/Medica...	131.16	-131.16
				01-8950	Payroll Tax	-23.01	23.01
				01-8950	Payroll Tax	-7.67	7.67
				01-2103	Fica/Medica...	30.68	-30.68
				01-2102	Fica/Medica...	30.68	-30.68
				01-2104	State withho...	73.00	-73.00
				01-8950	Payroll Tax	-3.17	3.17
				01-8950	Payroll Tax	-1.06	1.06
				01-2108	Suta tax pa...	4.23	-4.23
TOTAL						-1,232.08	1,232.08
Paycheck	ACH	01/19/2024	Louis Fineberg		1000.01 · General Fu...		-2,700.54
				01-8910	Salary Expe...	-2,884.61	2,884.61
				01-8910	Salary Expe...	-961.54	961.54
				01-8960	Retirement ...	-86.53	86.53
				01-8960	Retirement ...	-28.85	28.85
				01-2300	Retirement ...	115.38	-115.38
				01-2300	Retirement ...	115.38	-115.38
				01-8910	Salary Expe...	-462.00	462.00
				01-2850	Payroll Liabi...	462.00	-462.00
				01-8910	Salary Expe...	-2.80	2.80
				01-2850	Payroll Liabi...	2.80	-2.80
				01-2101	Federal tax ...	580.00	-580.00
				01-8950	Payroll Tax	-178.84	178.84
				01-8950	Payroll Tax	-59.62	59.62
				01-2103	Fica/Medica...	238.46	-238.46
				01-2102	Fica/Medica...	238.46	-238.46
				01-8950	Payroll Tax	-41.83	41.83

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-8950 Payroll Tax	-13.94	13.94
					01-2103 Fica/Medica...	55.77	-55.77
					01-2102 Fica/Medica...	55.77	-55.77
					01-2104 State withho...	156.00	-156.00
					01-8950 Payroll Tax	-5.77	5.77
					01-8950 Payroll Tax	-1.92	1.92
					01-2108 Suta tax pa...	7.69	-7.69
TOTAL						-2,700.54	2,700.54
Liability Check	ACH	01/30/2024	Colorado Departmen...		1000.01 General Fu...		-4,336.00
					01-2104 State withho...	-4,336.00	4,336.00
TOTAL						-4,336.00	4,336.00
Liability Check	ACH	01/30/2024	Colorado State Trea...		1000.01 General Fu...		-241.40
					01-2108 Suta tax pa...	-241.40	241.40
TOTAL						-241.40	241.40
Paycheck	EFT	01/05/2024	Walter S Johnson		1000.01 General Fu...		-2,202.09
					01-8910 Salary Expe...	-1,538.46	1,538.46
					01-8910 Salary Expe...	-1,538.46	1,538.46
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-2300 Retirement ...	92.31	-92.31
					01-8960 Retirement ...	-46.15	46.15
					01-8960 Retirement ...	-46.16	46.16
					01-2300 Retirement ...	92.31	-92.31
					01-2150 Aflac Liability	57.06	-57.06
					01-2150 Aflac Liability	52.44	-52.44
					01-2101 Federal tax ...	330.00	-330.00
					01-8950 Payroll Tax	-93.61	93.61
					01-8950 Payroll Tax	-93.62	93.62
					01-2103 Fica/Medica...	187.23	-187.23
					01-2102 Fica/Medica...	187.23	-187.23
					01-8950 Payroll Tax	-21.89	21.89
					01-8950 Payroll Tax	-21.90	21.90
					01-2103 Fica/Medica...	43.79	-43.79
					01-2102 Fica/Medica...	43.79	-43.79
					01-2104 State withho...	112.00	-112.00
					01-8950 Payroll Tax	-3.02	3.02
					01-8950 Payroll Tax	-3.02	3.02
					01-2108 Suta tax pa...	6.04	-6.04
TOTAL						-2,202.09	2,202.09
Paycheck	EFT	01/05/2024	David Pagnotta		1000.01 General Fu...		-1,579.37
					01-8910 Salary Expe...	-961.60	961.60
					01-8910 Salary Expe...	-961.60	961.60
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-2300 Retirement ...	57.70	-57.70
					01-8960 Retirement ...	-28.85	28.85
					01-8960 Retirement ...	-28.85	28.85
					01-2300 Retirement ...	57.70	-57.70
					01-2101 Federal tax ...	74.00	-74.00
					01-8950 Payroll Tax	-59.62	59.62
					01-8950 Payroll Tax	-59.62	59.62
					01-2103 Fica/Medica...	119.24	-119.24
					01-2102 Fica/Medica...	119.24	-119.24
					01-8950 Payroll Tax	-13.94	13.94
					01-8950 Payroll Tax	-13.95	13.95
					01-2103 Fica/Medica...	27.89	-27.89
					01-2102 Fica/Medica...	27.89	-27.89
					01-8910 Salary Expe...	-5.77	5.77
					01-8910 Salary Expe...	-5.77	5.77

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-2107 Futa payabl...	11.54	-11.54
					01-2104 State withho...	65.00	-65.00
					01-8950 Payroll Tax	-1.92	1.92
					01-8950 Payroll Tax	-1.93	1.93
					01-2108 Suta tax pa...	3.85	-3.85
TOTAL						-1,579.37	1,579.37
Paycheck	EFT	01/05/2024	Dustin Kyffin		1000.01 - General Fu...		-1,214.56
					01-8910 Salary Expe...	-769.20	769.20
					01-8910 Salary Expe...	-769.20	769.20
					01-2300 Retirement ...	46.15	-46.15
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-8960 Retirement ...	-23.07	23.07
					01-8960 Retirement ...	-23.08	23.08
					01-2300 Retirement ...	46.15	-46.15
					01-2101 Federal tax ...	103.00	-103.00
					01-8950 Payroll Tax	-47.69	47.69
					01-8950 Payroll Tax	-47.69	47.69
					01-2103 Fica/Medica...	95.38	-95.38
					01-2102 Fica/Medica...	95.38	-95.38
					01-8950 Payroll Tax	-11.15	11.15
					01-8950 Payroll Tax	-11.16	11.16
					01-2103 Fica/Medica...	22.31	-22.31
					01-2102 Fica/Medica...	22.31	-22.31
					01-2104 State withho...	57.00	-57.00
					01-8950 Payroll Tax	-1.54	1.54
					01-8950 Payroll Tax	-1.54	1.54
					01-2108 Suta tax pa...	3.08	-3.08
TOTAL						-1,214.56	1,214.56
Paycheck	EFT	01/05/2024	Charles A Pilant		1000.01 - General Fu...		-1,386.35
					01-8910 Salary Expe...	-701.90	701.90
					01-8910 Salary Expe...	-701.90	701.90
					01-8910 Salary Expe...	-144.25	144.25
					01-8910 Salary Expe...	-144.25	144.25
					01-8910 Salary Expe...	-67.31	67.31
					01-8910 Salary Expe...	-67.31	67.31
					01-2300 Retirement ...	54.81	-54.81
					01-8960 Retirement ...	-27.40	27.40
					01-8960 Retirement ...	-27.41	27.41
					01-2300 Retirement ...	54.81	-54.81
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-2101 Federal tax ...	176.00	-176.00
					01-8950 Payroll Tax	-56.63	56.63
					01-8950 Payroll Tax	-56.64	56.64
					01-2103 Fica/Medica...	113.27	-113.27
					01-2102 Fica/Medica...	113.27	-113.27
					01-8950 Payroll Tax	-13.24	13.24
					01-8950 Payroll Tax	-13.25	13.25
					01-2103 Fica/Medica...	26.49	-26.49
					01-2102 Fica/Medica...	26.49	-26.49
					01-2104 State withho...	70.00	-70.00
					01-8950 Payroll Tax	-1.82	1.82
					01-8950 Payroll Tax	-1.83	1.83
					01-2108 Suta tax pa...	3.65	-3.65
TOTAL						-1,386.35	1,386.35

City of Creede; A Colorado Town Check Detail January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	EFT	01/05/2024	Kathryn Short Ash		1000.01 · General Fu...		-1,496.28
				01-8910 · Salary Expe...		-1,923.08	1,923.08
				01-8910 · Salary Expe...		-462.00	462.00
				01-2850 · Payroll Liabi...		462.00	-462.00
				01-8910 · Salary Expe...		-2.80	2.80
				01-2850 · Payroll Liabi...		2.80	-2.80
				01-8960 · Retirement ...		-57.69	57.69
				01-2300 · Retirement ...		57.69	-57.69
				01-2300 · Retirement ...		57.69	-57.69
				01-8910 · Salary Expe...		-20.00	20.00
				01-2850 · Payroll Liabi...		20.00	-20.00
				01-2101 · Federal tax ...		148.00	-148.00
				01-8950 · Payroll Tax		-119.23	119.23
				01-2103 · Fica/Medica...		119.23	-119.23
				01-2102 · Fica/Medica...		119.23	-119.23
				01-8950 · Payroll Tax		-27.88	27.88
				01-2103 · Fica/Medica...		27.88	-27.88
				01-2102 · Fica/Medica...		27.88	-27.88
				01-2104 · State withho...		74.00	-74.00
				01-8950 · Payroll Tax		-3.85	3.85
				01-2108 · Suta tax pa...		3.85	-3.85
TOTAL						-1,496.28	1,496.28
Paycheck	EFT	01/05/2024	Kristeen M Lopez		1000.01 · General Fu...		-1,152.57
				01-8910 · Salary Expe...		-1,538.46	1,538.46
				01-8910 · Salary Expe...		-462.00	462.00
				01-2850 · Payroll Liabi...		462.00	-462.00
				01-8910 · Salary Expe...		-2.80	2.80
				01-2850 · Payroll Liabi...		2.80	-2.80
				01-2150 · Aflac Liability		52.44	-52.44
				01-2150 · Aflac Liability		3.12	-3.12
				01-2850 · Payroll Liabi...		77.50	-77.50
				01-2300 · Retirement ...		46.15	-46.15
				01-8960 · Retirement ...		-46.15	46.15
				01-2300 · Retirement ...		46.15	-46.15
				01-2101 · Federal tax ...		38.00	-38.00
				01-8950 · Payroll Tax		-92.13	92.13
				01-2103 · Fica/Medica...		92.13	-92.13
				01-2102 · Fica/Medica...		92.13	-92.13
				01-8950 · Payroll Tax		-21.55	21.55
				01-2103 · Fica/Medica...		21.55	-21.55
				01-2102 · Fica/Medica...		21.55	-21.55
				01-2104 · State withho...		55.00	-55.00
				01-8950 · Payroll Tax		-2.97	2.97
				01-2108 · Suta tax pa...		2.97	-2.97
TOTAL						-1,152.57	1,152.57
Paycheck	EFT	01/05/2024	Louis Fineberg		1000.01 · General Fu...		-2,700.54
				01-8910 · Salary Expe...		-2,884.61	2,884.61
				01-8910 · Salary Expe...		-961.54	961.54
				01-8960 · Retirement ...		-86.53	86.53
				01-8960 · Retirement ...		-28.85	28.85
				01-2300 · Retirement ...		115.38	-115.38
				01-2300 · Retirement ...		115.38	-115.38
				01-8910 · Salary Expe...		-462.00	462.00
				01-2850 · Payroll Liabi...		462.00	-462.00
				01-8910 · Salary Expe...		-2.80	2.80
				01-2850 · Payroll Liabi...		2.80	-2.80
				01-2101 · Federal tax ...		580.00	-580.00
				01-8950 · Payroll Tax		-178.84	178.84
				01-8950 · Payroll Tax		-59.62	59.62
				01-2103 · Fica/Medica...		238.46	-238.46
				01-2102 · Fica/Medica...		238.46	-238.46
				01-8950 · Payroll Tax		-41.83	41.83
				01-8950 · Payroll Tax		-13.94	13.94
				01-2103 · Fica/Medica...		55.77	-55.77
				01-2102 · Fica/Medica...		55.77	-55.77
				01-2104 · State withho...		156.00	-156.00
				01-8950 · Payroll Tax		-5.77	5.77

City of Creede; A Colorado Town

Check Detail

January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					01-8950 Payroll Tax	-1.92	1.92
					01-2108 Suta tax pa...	7.69	-7.69
TOTAL						-2,700.54	2,700.54
Paycheck	EFT	01/05/2024	Treva Crenshaw		1000.01 - General Fu...		-992.62
					01-8910 Salary Expe...	-1,153.84	1,153.84
					01-8910 Salary Expe...	-384.62	384.62
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-2300 Retirement ...	46.15	-46.15
					01-8960 Retirement ...	-34.61	34.61
					01-8960 Retirement ...	-11.54	11.54
					01-2300 Retirement ...	46.15	-46.15
					01-2850 Payroll Liabi...	333.00	-333.00
					01-8950 Payroll Tax	-71.53	71.53
					01-8950 Payroll Tax	-23.85	23.85
					01-2103 Fica/Medica...	95.38	-95.38
					01-2102 Fica/Medica...	95.38	-95.38
					01-8950 Payroll Tax	-16.73	16.73
					01-8950 Payroll Tax	-5.58	5.58
					01-2103 Fica/Medica...	22.31	-22.31
					01-2102 Fica/Medica...	22.31	-22.31
					01-2104 State witho...	49.00	-49.00
					01-8950 Payroll Tax	-2.31	2.31
					01-8950 Payroll Tax	-0.77	0.77
					01-2108 Suta tax pa...	3.08	-3.08
TOTAL						-992.62	992.62
Paycheck	EFT	01/05/2024	Josie Bielenberg		1000.01 - General Fu...		-1,232.10
					01-8910 Salary Expe...	-1,586.53	1,586.53
					01-8910 Salary Expe...	-528.85	528.85
					01-8910 Salary Expe...	-462.00	462.00
					01-2850 Payroll Liabi...	462.00	-462.00
					01-8910 Salary Expe...	-2.80	2.80
					01-2850 Payroll Liabi...	2.80	-2.80
					01-2300 Retirement ...	63.46	-63.46
					01-8960 Retirement ...	-47.59	47.59
					01-8960 Retirement ...	-15.87	15.87
					01-2300 Retirement ...	63.46	-63.46
					01-2850 Payroll Liabi...	432.00	-432.00
					01-2101 Federal tax ...	153.00	-153.00
					01-8950 Payroll Tax	-98.36	98.36
					01-8950 Payroll Tax	-32.79	32.79
					01-2103 Fica/Medica...	131.15	-131.15
					01-2102 Fica/Medica...	131.15	-131.15
					01-8950 Payroll Tax	-23.00	23.00
					01-8950 Payroll Tax	-7.67	7.67
					01-2103 Fica/Medica...	30.67	-30.67
					01-2102 Fica/Medica...	30.67	-30.67
					01-2104 State witho...	73.00	-73.00
					01-8950 Payroll Tax	-3.17	3.17
					01-8950 Payroll Tax	-1.06	1.06
					01-2108 Suta tax pa...	4.23	-4.23
TOTAL						-1,232.10	1,232.10
Bill Pmt -Check	EFT	01/18/2024	Dan Naiman Archite...		1000.01 - General Fu...		-2,218.75
Bill	138	01/18/2024			01-5160 Professiona...	-250.00	2,218.75
TOTAL						-250.00	2,218.75

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Check Detail

January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	EFT	01/23/2024	Amazon Capital Serv...		1000.01 · General Fu...		-3,903.72
Bill	JAN 20	01/23/2024		01-5530 Recreation ...		-310 47	310 47
				01-5324 Clothing/Saf ...		-82 00	82 00
				01-5340 Repairs and ...		-297 57	297 57
				01-5530 Recreation ...		-358 23	358 23
				01-5540 Gym		-59 98	59 98
				01-5540 Gym		-250 47	250 47
				01-5131 Office Suppl ...		-67 40	67 40
				01-5131 Office Suppl ...		-47 96	47 96
				01-5138 Technology		-240 05	240 05
				01-5340 Repairs and ...		-159 99	159 99
				01-5131 Office Suppl ...		-298 95	298 95
				01-5131 Office Suppl ...		-161 86	161 86
				01-5138 Technology		-26 46	26 46
				01-5131 Office Suppl ...		-45 98	45 98
				01-5540 Gym		-951 28	951 28
				01-5324 Clothing/Saf ...		-183 97	183 97
				01-5324 Clothing/Saf ...		-59 99	59 99
				01-5340 Repairs and ...		-281 12	281 12
				01-5131 Office Suppl ...		-19 99	19 99
TOTAL						-3,903 72	3,903 72
Liability Check	E-pay	01/04/2024	United States Treasury		1000.01 · General Fu...		-27.54
				01-2103 Fica/Medica ...		-11 16	11 16
				01-2102 Fica/Medica ...		-11 16	11 16
				01-2103 Fica/Medica ...		-2 61	2 61
				01-2102 Fica/Medica ...		-2 61	2 61
TOTAL						-27 54	27 54
Liability Check	E-pay	01/04/2024	United States Treasury		1000.01 · General Fu...		-4,571.18
				01-2101 Federal tax ...		-1,602 00	1,602 00
				01-2103 Fica/Medica ...		-1,203 19	1,203 19
				01-2102 Fica/Medica ...		-1,203 19	1,203 19
				01-2103 Fica/Medica ...		-281 40	281 40
				01-2102 Fica/Medica ...		-281 40	281 40
TOTAL						-4,571 18	4,571 18
Liability Check	E-pay	01/16/2024	United States Treasury		1000.01 · General Fu...		-165.74
				01-2103 Fica/Medica ...		-67 15	67 15
				01-2102 Fica/Medica ...		-67 15	67 15
				01-2103 Fica/Medica ...		-15 72	15 72
				01-2102 Fica/Medica ...		-15 72	15 72
TOTAL						-165 74	165 74
Liability Check	E-pay	01/18/2024	United States Treasury		1000.01 · General Fu...		-4,634.26
				01-2101 Federal tax ...		-1,624 00	1,624 00
				01-2103 Fica/Medica ...		-1,219 84	1,219 84
				01-2102 Fica/Medica ...		-1,219 84	1,219 84
				01-2103 Fica/Medica ...		-285 29	285 29
				01-2102 Fica/Medica ...		-285 29	285 29
TOTAL						-4,634 26	4,634 26
Liability Check	E-pay	01/31/2024	United States Treasury		1000.01 · General Fu...		-4,574.46
				01-2101 Federal tax ...		-1,580 00	1,580 00
				01-2103 Fica/Medica ...		-1,213 45	1,213 45
				01-2102 Fica/Medica ...		-1,213 45	1,213 45
				01-2103 Fica/Medica ...		-283 78	283 78
				01-2102 Fica/Medica ...		-283 78	283 78
TOTAL						-4,574 46	4,574 46

City of Creede; A Colorado Town
Check Detail
 January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Paycheck	15027	01/05/2024	Jase Laing		1000.01 · General Fu...		-174.54
				01-8910	Salary Expe...	-94.50	94.50
				01-8910	Salary Expe...	-94.50	94.50
				01-8950	Payroll Tax	-5.86	5.86
				01-8950	Payroll Tax	-5.86	5.86
				01-2103	Fica/Medica...	11.72	-11.72
				01-2102	Fica/Medica...	11.72	-11.72
				01-8950	Payroll Tax	-1.37	1.37
				01-8950	Payroll Tax	-1.37	1.37
				01-2103	Fica/Medica...	2.74	-2.74
				01-2102	Fica/Medica...	2.74	-2.74
				01-8910	Salary Expe...	-0.56	0.56
				01-8910	Salary Expe...	-0.57	0.57
				01-2107	Futa payabl...	1.13	-1.13
				01-8950	Payroll Tax	-0.19	0.19
				01-8950	Payroll Tax	-0.19	0.19
01-2108	Suta tax pa...	0.38	-0.38				
TOTAL						-174.54	174.54
Check	15046	01/16/2024	Mineral County Clerk...		01-1000 · GEN FUND...		-48.00
				01-4400	Licenses an...	-48.00	48.00
TOTAL						-48.00	48.00
Paycheck	15047	01/19/2024	Jase Laing		1000.01 · General Fu...		-174.54
				01-8910	Salary Expe...	-94.50	94.50
				01-8910	Salary Expe...	-94.50	94.50
				01-8950	Payroll Tax	-5.86	5.86
				01-8950	Payroll Tax	-5.86	5.86
				01-2103	Fica/Medica...	11.72	-11.72
				01-2102	Fica/Medica...	11.72	-11.72
				01-8950	Payroll Tax	-1.37	1.37
				01-8950	Payroll Tax	-1.37	1.37
				01-2103	Fica/Medica...	2.74	-2.74
				01-2102	Fica/Medica...	2.74	-2.74
				01-8910	Salary Expe...	-0.57	0.57
				01-8910	Salary Expe...	-0.57	0.57
				01-2107	Futa payabl...	1.14	-1.14
				01-8950	Payroll Tax	-0.19	0.19
				01-8950	Payroll Tax	-0.19	0.19
01-2108	Suta tax pa...	0.38	-0.38				
TOTAL						-174.54	174.54
Paycheck	15048	01/19/2024	Kelvin Walker		1000.01 · General Fu...		-54.58
				01-8910	Salary Expe...	-29.55	29.55
				01-8910	Salary Expe...	-29.55	29.55
				01-8950	Payroll Tax	-1.83	1.83
				01-8950	Payroll Tax	-1.83	1.83
				01-2103	Fica/Medica...	3.66	-3.66
				01-2102	Fica/Medica...	3.66	-3.66
				01-8950	Payroll Tax	-0.43	0.43
				01-8950	Payroll Tax	-0.43	0.43
				01-2103	Fica/Medica...	0.86	-0.86
				01-2102	Fica/Medica...	0.86	-0.86
				01-8950	Payroll Tax	-0.06	0.06
				01-8950	Payroll Tax	-0.06	0.06
01-2108	Suta tax pa...	0.12	-0.12				
TOTAL						-54.58	54.58
Bill Pmt -Check	15049	01/29/2024	CIRSA		1000.01 · General Fu...		-105.60
Bill	240435	01/10/2024		01-5150	Insurance	-105.60	105.60
TOTAL						-105.60	105.60

City of Creede; A Colorado Town Check Detail January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	15050	01/29/2024	Creede Early Learnin...		1000.01 · General Fu...		-19,127.17
Bill	BLDG1...	01/10/2024			01-5185 · EIAF-9241 ...	-19,127.17	19,127.17
TOTAL						-19,127.17	19,127.17
Bill Pmt -Check	15051	01/29/2024	George Regan		1000.01 · General Fu...		-260.95
Bill		01/25/2024			01-5350 · Vehicle Mai...	-260.95	260.95
TOTAL						-260.95	260.95
Bill Pmt -Check	15052	01/29/2024	GreatAmerica Finan...		1000.01 · General Fu...		-160.07
Bill	356460...	01/25/2024			01-5160 · Professiona...	-160.07	160.07
TOTAL						-160.07	160.07
Bill Pmt -Check	15053	01/29/2024	Ineternet Domain Na...		1000.01 · General Fu...		-265.00
Bill	Domai...	01/25/2024			01-5134 · Dues and S...	-265.00	265.00
TOTAL						-265.00	265.00
Bill Pmt -Check	15054	01/29/2024	Monte Vista Coopera...		1000.01 · General Fu...		-2,387.43
Bill	152886	01/10/2024			01-5382 · Propane	-347.71	347.71
Bill	152880	01/10/2024			01-5541 · Gym Propane	-2,039.72	2,039.72
TOTAL						-2,387.43	2,387.43
Bill Pmt -Check	15055	01/29/2024	NAPA Auto Parts - H...		1000.01 · General Fu...		-11.96
Bill	673332	01/10/2024			01-5350 · Vehicle Mai...	-11.96	11.96
TOTAL						-11.96	11.96
Bill Pmt -Check	15056	01/29/2024	UNCC		1000.01 · General Fu...		-10.32
Bill	12121	01/10/2024			01-5374 · Colorado 1 ...	-10.32	10.32
TOTAL						-10.32	10.32
Bill Pmt -Check	15057	01/29/2024	Valley Lock & Security		1000.01 · General Fu...		-480.61
Bill	SR#25...	01/25/2024			01-5330 · Operating E...	-480.61	480.61
TOTAL						-480.61	480.61
Bill Pmt -Check	15058	01/29/2024	Valley Publishing		1000.01 · General Fu...		-590.00
Bill	4578	01/25/2024			01-5135 · Advertising	-590.00	590.00
TOTAL						-590.00	590.00
Bill Pmt -Check	15059	01/29/2024	World Fuel Services,...		1000.01 · General Fu...		-1,091.05
Bill	267823...	01/10/2024			01-5352 · Fuel/Oil Ch...	-385.66	385.66
					01-5352 · Fuel/Oil Ch...	-480.09	480.09
					01-5352 · Fuel/Oil Ch...	-11.36	11.36
Bill	268583...	01/10/2024			01-5352 · Fuel/Oil Ch...	-131.03	131.03
					01-5352 · Fuel/Oil Ch...	-2.91	2.91
					01-5352 · Fuel/Oil Ch...	-80.00	80.00
TOTAL						-1,091.05	1,091.05

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02/02/24

City of Creede; A Colorado Town

Check Detail

January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	15060	01/29/2024	WSB Computer Con...		1000.01 · General Fu...		-1,176.00
Bill	90463	01/10/2024			01-5138 · Technology	-360.00	360.00
Bill	90718	01/10/2024			01-5200 · Miscellaneo...	-108.00	108.00
Bill	90549	01/25/2024			01-5160 · Professiona ...	-708.00	708.00
TOTAL						-1,176.00	1,176.00
Paycheck	15061	01/31/2024	Vernon L Addison		1000.01 · General Fu...		-350.93
					01-8910 · Salary Expe...	-380.00	380.00
					01-8950 · Payroll Tax	-23.56	23.56
					01-2103 · Fica/Medica ...	23.56	-23.56
					01-2102 · Fica/Medica ...	23.56	-23.56
					01-8950 · Payroll Tax	-5.51	5.51
					01-2103 · Fica/Medica ...	5.51	-5.51
					01-2102 · Fica/Medica ...	5.51	-5.51
					01-8950 · Payroll Tax	-0.76	0.76
					01-2108 · Suta tax pa ...	0.76	-0.76
TOTAL						-350.93	350.93

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

January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
01-4100 · Tax Revenue				
01-4101 · Property Tax	0 00	115,000 00	-115,000 00	0 0%
01-4102 · Delinquent Tax	0 00	100 00	-100 00	0 0%
01-4103 · Interest on Tax	0 00	200 00	-200 00	0 0%
01-4105 · Specific Ownership Tax	948 57	12,000 00	-11,051 43	7 9%
01-4106 · Sales Tax				
01-4108 · 1/4 City Sales Tax	0 00	200,000 00	-200,000 00	0 0%
01-4109 · County Sales Tax	18,174 73	200,000 00	-181,825 27	9 1%
Total 01-4106 · Sales Tax	18,174 73	400,000 00	-381,825 27	4 5%
01-4118 · Franchise Fee	0 00	35,000 00	-35,000 00	0 0%
Total 01-4100 · Tax Revenue	19,123 30	562,300 00	-543,176 70	3 4%
01-4200 · Recreation Department Income				
01-4201 · Parks & Recreation Income				
01-4211 · P&R Program Fees	110 00	12,000 00	-11,890 00	0 9%
01-4212 · P&R Donations	0 00	1,500 00	-1,500 00	0 0%
Total 01-4201 · Parks & Recreation Income	110 00	13,500 00	-13,390 00	0 8%
01-4220 · Gym Income				
01-4221 · Gym Program Fees	1,091 00	12,000 00	-10,909 00	9 1%
01-4222 · Gym Rental & Lease Income	0 00	1,000 00	-1,000 00	0 0%
01-4223 · Gym Utility Reimbursements	0 00	20,000 00	-20,000 00	0 0%
01-4224 · Gym Donations	0 00	500 00	-500 00	0 0%
01-4220 · Gym Income - Other	650 00			
Total 01-4220 · Gym Income	1,741 00	33,500 00	-31,759 00	5 2%
01-4230 · Rec Miscellaneous Income	0 00	1,000 00	-1,000 00	0 0%
Total 01-4200 · Recreation Department Income	1,851 00	48,000 00	-46,149 00	3 9%
01-4400 · Licenses and Permits				
01-4410 · Land Use Application	0 00	1,000 00	-1,000 00	0 0%
01-4420 · Event Permits	225 00	1,500 00	-1,275 00	15 0%
01-4430 · Liquor Licenses	0 00	4,000 00	-4,000 00	0 0%
01-4440 · Building Permits	0 00	5,000 00	-5,000 00	0 0%
01-4450 · Building Use Tax	0 00	12,000 00	-12,000 00	0 0%
01-4400 · Licenses and Permits - Other	-48 00			
Total 01-4400 · Licenses and Permits	177 00	23,500 00	-23,323 00	0 8%
01-4500 · Intergovernmental Revenue				
01-4510 · Highway Users Tax	0 00	18,000 00	-18,000 00	0 0%
01-4520 · Motor Vehicle Sales Tax	0 00	750 00	-750 00	0 0%
01-4530 · Cigarette Tax	0 00	1,200 00	-1,200 00	0 0%
01-4540 · Motor Vehicle Fees	0 00	2,100 00	-2,100 00	0 0%
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	4,500 00	-4,500 00	0 0%
Total 01-4500 · Intergovernmental Revenue	0 00	38,765 00	-38,765 00	0 0%
01-4600 · Miscellaneous Income				
01-4609 · Miscellaneous	0 00			
01-4600 · Miscellaneous Income - Other	1,010 00			
Total 01-4600 · Miscellaneous Income	1,010 00			
Total Income	22,161 30	672,565 00	-650,403 70	3 3%
Gross Profit	22,161 30	672,565 00	-650,403 70	3 3%

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

January 2024

Expense	Jan 24	Budget	\$ Over Budget	% of Budget
01-5100 · Administrative Expenses				
01-5110 · Salaries	0 00	146,250 00	-146,250 00	0 0%
01-5120 · Taxes and Benefits				
01-5121 · Payroll Taxes	0 00	15,000 00	-15,000 00	0 0%
01-5123 · Benefits	5,510 40	30,000 00	-24,489 60	18 4%
Total 01-5120 · Taxes and Benefits	5,510 40	45,000 00	-39,489 60	12 2%
01-5130 · Operating Expenses				
01-5131 · Office Supplies	642 14	7,500 00	-6,857 86	8 6%
01-5132 · Postage	0 00	1,500 00	-1,500 00	0 0%
01-5133 · Telephone	431 07	8,000 00	-7,568 93	5 4%
01-5134 · Dues and Subscriptions	524 00	10,000 00	-9,476 00	5 2%
01-5135 · Advertising	590 00	3,500 00	-2,910 00	16 9%
01-5137 · Certifications & Training	0 00	5,000 00	-5,000 00	0 0%
01-5138 · Technology	626 51	2,500 00	-1,873 49	25 1%
01-5139 · Internet Admin Office	0 00	2,500 00	-2,500 00	0 0%
Total 01-5130 · Operating Expenses	2,813 72	40,500 00	-37,686 28	6 9%
01-5150 · Insurance	105 60	16,000 00	-15,894 40	0 7%
01-5160 · Professional Services	13,188 82	125,000 00	-111,811 18	10 6%
01-5165 · Marketing	0 00	1,500 00	-1,500 00	0 0%
01-5170 · Travel	0 00	3,000 00	-3,000 00	0 0%
01-5171 · Board of Trustees' Salaries	0 00	20,000 00	-20,000 00	0 0%
01-5172 · Judicial	0 00	2,000 00	-2,000 00	0 0%
01-5173 · Elections	0 00	2,000 00	-2,000 00	0 0%
01-5174 · Treasurer's Fees	0 00	2,500 00	-2,500 00	0 0%
01-5180 · Grant Expenses				
01-519B · 2024 GOCO	0 00	54,362 95	-54,362 95	0 0%
Total 01-5180 · Grant Expenses	0 00	54,362 95	-54,362 95	0 0%
01-5200 · Miscellaneous Admin Expenses	108 00	5,000 00	-4,892 00	2 2%
Total 01-5100 · Administrative Expenses	21,726 54	463,112 95	-441,386 41	4 7%
01-5201 · Public Safety				
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%
Total 01-5201 · Public Safety	0 00	13,000 00	-13,000 00	0 0%
01-5260 · Chamber of Commerce	0 00	15,000 00	-15,000 00	0 0%
01-5270 · Headwaters Alliance	0 00	10,000 00	-10,000 00	0 0%
01-5300 · Public Works				
01-5310 · Salaries	0 00	120,000 00	-120,000 00	0 0%
01-5315 · Public Works Overtime Payroll	0 00	10,000 00	-10,000 00	0 0%
01-5320 · Taxes and Benefits				
01-5321 · Payroll Taxes	0 00	10,000 00	-10,000 00	0 0%
01-5323 · Benefits	3,705 38	25,000 00	-21,294 62	14 8%
Total 01-5320 · Taxes and Benefits	3,705 38	35,000 00	-31,294 62	10 6%
01-5324 · Clothing/Safety Equipment	325 96	3,000 00	-2,674 04	10 9%
01-5330 · Operating Expenses				
01-5331 · Operating Supplies				
-5331.1 · Holiday Decorations	0 00	5,000 00	-5,000 00	0 0%
Total 01-5331 · Operating Supplies	0 00	5,000 00	-5,000 00	0 0%
01-5330 · Operating Expenses - Other	480 61	5,000 00	-4,519 39	9 6%
Total 01-5330 · Operating Expenses	480 61	10,000 00	-9,519 39	4 8%
01-5340 · Repairs and Maintenance	738 68	50,000 00	-49,261 32	1 5%

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

January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
01-5350 · Vehicle Maintenance				
01-5351 · Vehicle Registration	0 00	150 00	-150 00	0 0%
01-5350 · Vehicle Maintenance - Other	322 44	20,000 00	-19,677 56	1 6%
Total 01-5350 · Vehicle Maintenance	322 44	20,150 00	-19,827 56	1 6%
01-5352 · Fuel/Oil Changes	1,091 05	20,000 00	-18,908 95	5 5%
01-5370 · Streets and Alleys				
01-5372 · Street Signs and Posts	0 00	5,000 00	-5,000 00	0 0%
01-5373 · New Backhoe Lease	0 00	30,000 00	-30,000 00	0 0%
01-5374 · Colorado 1 Calls	10 32	500 00	-489 68	2 1%
01-5370 · Streets and Alleys - Other	0 00	25,000 00	-25,000 00	0 0%
Total 01-5370 · Streets and Alleys	10 32	60,500 00	-60,489 68	0 0%
01-5380 · Utilities				
01-5381 · Electricity	2,203 00	13,500 00	-11,297 00	16 3%
01-5382 · Propane	347 71	10,000 00	-9,652 29	3 5%
01-5383 · Trash Removal	0 00	1,000 00	-1,000 00	0 0%
01-5384 · Internet	0 00	2,000 00	-2,000 00	0 0%
Total 01-5380 · Utilities	2,550 71	26,500 00	-23,949 29	9 6%
01-5390 · Miscellaneous	0 00	2,000 00	-2,000 00	0 0%
Total 01-5300 · Public Works	9,225 15	357,150 00	-347,924 85	2 6%
01-5400 · Parks & Custodial				
01-5450 · Park Maintenance	0 00	10,000 00	-10,000 00	0 0%
01-5451 · Park Electricity	742 00	3,000 00	-2,258 00	24 7%
01-5452 · Park Propane	0 00			
Total 01-5400 · Parks & Custodial	742 00	13,000 00	-12,258 00	5 7%
01-5454 · Internet	0 00	2,500 00	-2,500 00	0 0%
01-5500 · Recreation				
01-5510 · Recreation Salaries	0 00	90,000 00	-90,000 00	0 0%
01-5520 · Recreation Taxes & Benefits				
01-5521 · Payroll Taxes	0 00	7,000 00	-7,000 00	0 0%
01-5523 · Benefits	3,048 60	37,500 00	-34,451 40	8 1%
Total 01-5520 · Recreation Taxes & Benefits	3,048 60	44,500 00	-41,451 40	6 9%
01-5530 · Recreation Expenses	668 70	16,000 00	-15,331 30	4 2%
01-5540 · Gym				
01-5541 · Gym Propane	2,039 72	30,000 00	-27,960 28	6 8%
01-5542 · Gym Electricity	671 00			
01-5540 · Gym - Other	1,261 73			
Total 01-5540 · Gym	3,972 45	30,000 00	-26,027 55	13 2%
Total 01-5500 · Recreation	7,689 75	180,500 00	-172,810 25	4 3%
01-8900 · PERSONNEL COSTS				
01-8910 · Salary Expenses	49,169 93			
01-8950 · Payroll Tax	3,182 72			
01-8960 · Retirement Expense	1,165 87			
01-8970 · Benefit Insurance Expense	0 00			
Total 01-8900 · PERSONNEL COSTS	53,518 52			
Total Expense	92,901 96	1,054,262 95	-961,360 99	8 8%
Net Ordinary Income	-70,740 66	-381,697 95	310,957 29	18 5%

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

January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
01-9810 · Transfer In- VC - Parks	0.00			
01-9820 · Transfer In - VC - Recreation	0.00	100,000.00	-100,000.00	0.0%
01-9830 · Transfer In - CIF	0.00	20,000.00	-20,000.00	0.0%
Total Other Income	0.00	120,000.00	-120,000.00	0.0%
Other Expense				
01-5453 · Rec Center Building Maintenance	0.00	5,000.00	-5,000.00	0.0%
Total Other Expense	0.00	5,000.00	-5,000.00	0.0%
Net Other Income	0.00	115,000.00	-115,000.00	0.0%
Net Income	-70,740.66	-266,697.95	195,957.29	26.5%

City of Creede - Capital Improvement Fund Profit & Loss Budget vs. Actual January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
04-4100 · Sales Tax Capital Improvement	0.00	50,000.00	-50,000.00	0.0%
04-4700 · C/I Interest Income	0.00	300.00	-300.00	0.0%
Total Income	0.00	50,300.00	-50,300.00	0.0%
Gross Profit	0.00	50,300.00	-50,300.00	0.0%
Expense				
04-5100 · Capital Improvements				
04-5130 · EIAF 9326 - Micro Hydro	0.00	163,333.33	-163,333.33	0.0%
04-5140 · Town Hall Complex Planning	0.00	1,666.66	-1,666.66	0.0%
04-5150 · Town Hall Complex Construction	0.00	46,250.00	-46,250.00	0.0%
04-5160 · Phase 2 SSRP	0.00	50,000.00	-50,000.00	0.0%
04-5170 · Phase 3 SSRP	0.00	55,000.00	-55,000.00	0.0%
04-5180 · CDOT Main Street Improvements	0.00	145,250.00	-145,250.00	0.0%
04-5100 · Capital Improvements - Other	0.00	63,333.34	-63,333.34	0.0%
Total 04-5100 · Capital Improvements	0.00	524,833.33	-524,833.33	0.0%
Total Expense	0.00	524,833.33	-524,833.33	0.0%
Net Ordinary Income	0.00	-474,533.33	474,533.33	0.0%
Net Income	0.00	-474,533.33	474,533.33	0.0%

City of Creede - Virginia Christensen Trust Fund
Profit & Loss Budget vs. Actual
January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Income				
03-4600 · VC Trust Revenue	0.00	16,019.91	-16,019.91	0.0%
03-4700 · VC Interest Income	0.00	100.00	-100.00	0.0%
Total Income	0.00	16,119.91	-16,119.91	0.0%
Gross Profit	0.00	16,119.91	-16,119.91	0.0%
Expense				
03-5100 · VC Outlays	0.00	5,339.98	-5,339.98	0.0%
03-5500 · Arts & Recreation (Xfer to GF)	0.00	10,679.95	-10,679.95	0.0%
Total Expense	0.00	16,019.93	-16,019.93	0.0%
Net Income	0.00	99.98	-99.98	0.0%

City of Creede - Conservation Trust Fund
Profit & Loss Budget vs. Actual
January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
Income				
02-4000 · Intergovernmental Revenue				
02-4100 · Lottery Funds	0.00	225.00	-225.00	0.0%
Total 02-4000 · Intergovernmental Revenue	0.00	225.00	-225.00	0.0%
02-4700 · C/T Interest Income	0.00	0.75	-0.75	0.0%
Total Income	0.00	225.75	-225.75	0.0%
Expense	0.00			
Net Income	<u>0.00</u>	<u>225.75</u>	<u>-225.75</u>	<u>0.0%</u>

City Sales Tax Revenue 2022, 2023, 2024

General Fund - 1/4 (25%)

Total

	2022	2023	2024	2022	2023	2024
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	\$ 10,601.27		\$ 70,431.48	\$ 42,405.08	
Total	\$ 195,581.18	\$ 198,469.97		\$ 782,324.72	\$ 793,759.88	

County Sales Tax Revenue 2022, 2023, 2024

	2022		2023		2024	
	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	\$ 18,174.73	\$ 19,123.20		
Total	\$ 269,911.26	\$ 399,419.54	\$ 296,515.74	\$ 410,443.96		



Wall,
Smith,
Bateman Inc.

January 31, 2024

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

We are pleased to confirm our understanding of the services we are to provide the City of Creede, Colorado (the City) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

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

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

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

Certified Public Accountants

3001 Adcock Circle PO Box 809 Alamosa, CO 81101 | 719-589-3619 | f 719-589-5492 | www.wsbcpa.com

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

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

Audit Procedures—Internal Control

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

According to GAAS, significant risks included management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. We have not concluded our audit planning for the year ended December 31, 2023, and modifications may be made.

Audit Procedures—Compliance

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

Other Services

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

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Responsibilities of Management for the Financial Statements

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

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

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

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

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed,

the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fee over our original fee estimate.

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

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$19,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor, City Council, and Management of the City of Creede, Colorado. Circumstances may arise in which our report may differ from its expected form and content based on the

results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

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

Very truly yours,



Wall, Smith, Bateman Inc.
Certified Public Accountants

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

PRELIMINARY SCOPE OF WORK
for
LOMA STREET DRAINAGE STUDY
for the
CITY OF CREEDE

A. General Information

1. Planning Area

The planning area will be delineated in terms of location and extent. Surveyed base mapping along with aerial photography will be utilized as a means of defining the existing roadways and general geographic and topographic conditions in Creede. Areas outside the immediate corporate boundary of Creede that are topographically tributary to the area of interest may be supplemented with United States Geological Survey quadrangle mapping and available mapping from the NRCS.

2. System Mapping

A map based on ground and aerial photogrammetric surveys will be developed depicting the location of Creede's existing drainage facilities including channels, roadside ditches, storm water inlets and outlets, curb and gutters, storm drainage piping, culverts and other pertinent infrastructure.

3. Problem Definition

The nature and magnitude of the storm water management deficiencies will be defined based primarily on on-site surveys and observations, together with interviews with Creede staff, elected officials and others who have first hand knowledge of the existing storm water management conditions.

B. Drainage Basin Description

1. Within the planning area, topographic drainage basins will be identified and described. The basin definitions will include the following features:

- a. Basin area
- b. Elevation range
- c. Typical ground surface slope
- d. Land use
- e. Ground cover and other conditions affecting storm water runoff
- f. Drainage facilities

2. Surficial soil conditions

3. Planned future land use

4. Climate

C. Hydrology

1. Methodology

Determine the most appropriate methodology for analyzing runoff conditions and development of runoff rates for the basin(s) examined. Considerations will include current local regulatory practices including City and/or County criteria and suitability of methodologies for use in storm water quality considerations and floodplain management.

2. Description of selected design storms

- a. Storm frequency and duration
- b. Rainfall intensity
- c. Determination of runoff conditions
- d. Peak runoff determination approach
- e. Application of various design storm criteria to "major" and "minor" facilities

D. Description of Existing Drainage Facilities

1. The existing storm water management facilities shall be defined with respect to the following:

- a. Type, i.e., pipes, culverts, ditches
- b. Location
- c. Condition
- d. Capacity
- e. Historical performance and maintenance of the drainage facilities and problematic areas. This data will be evaluated in terms of determining critical areas that need attention.

2. Operation and Maintenance Practices

Present storm water system operation and maintenance practices will be defined and related to system performance.

E. Evaluation of Existing System

The existing drainage and storm water management system will be evaluated in terms of its ability to convey selected runoff events and provide minimum acceptable service conditions to the community. This will consider such factors as capacity, potential flooding risk, degree of public and private property damage from runoff, applicability to storm water quality regulations and floodplain management. Areas of deficiency will be itemized and prioritized.

F. Improvements to Storm Water Management System

Improvements and facilities to adequately address deficiencies identified in the evaluation of the existing drainage system will be defined, with emphasis on the drainage along the west side of Loma Street being converted from open channel/above ground conveyance to

underground/piped conveyance. The recommended improvements will include assessment of the following major items:

1. Initial and future capital improvement costs
2. Maintenance needs, impacts and costs
3. Impact on storm water quality requirements
4. Overall cost effectiveness of the system

G. Implementation Plan

The Drainage Study will define the scope of recommended improvements. These recommendations will plan for installing the facilities based upon both existing and projected prioritized needs. The recommended improvements will be prioritized to enable the community to focus on those improvements that desired for immediate implementation and address conditions that have the greatest impact on the community, and will include the following items:

1. Location of Improvements
2. Size and type of Improvements
3. Design criteria and data
4. Project cost

H. Financial Matters

The financial implications of the proposed improvements will be reviewed and described in the Drainage Study. An analysis of possible revenue sources, including funding assistance options, suitable for supporting the implementation of capital improvements will be discussed in the Study. In addition, guidelines will be developed for financial support of the operation and maintenance of the improvements.

I. Deliverables

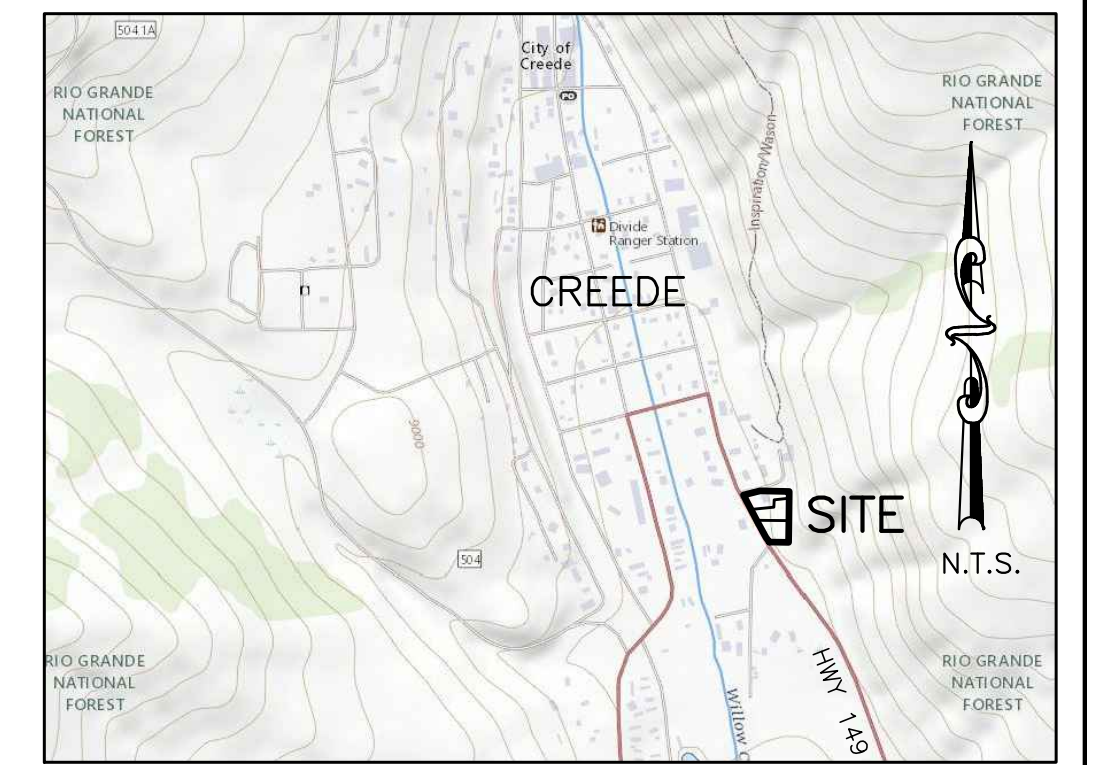
A total of ten (10) bound copies of the final Drainage Study will be provided. The Study will be developed in close coordination with the staff and elected officials of Creede. The draft Study will be submitted to Creede for review and comment. Comments received will be incorporated into the final Study as appropriate.

J. Estimated Project Cost

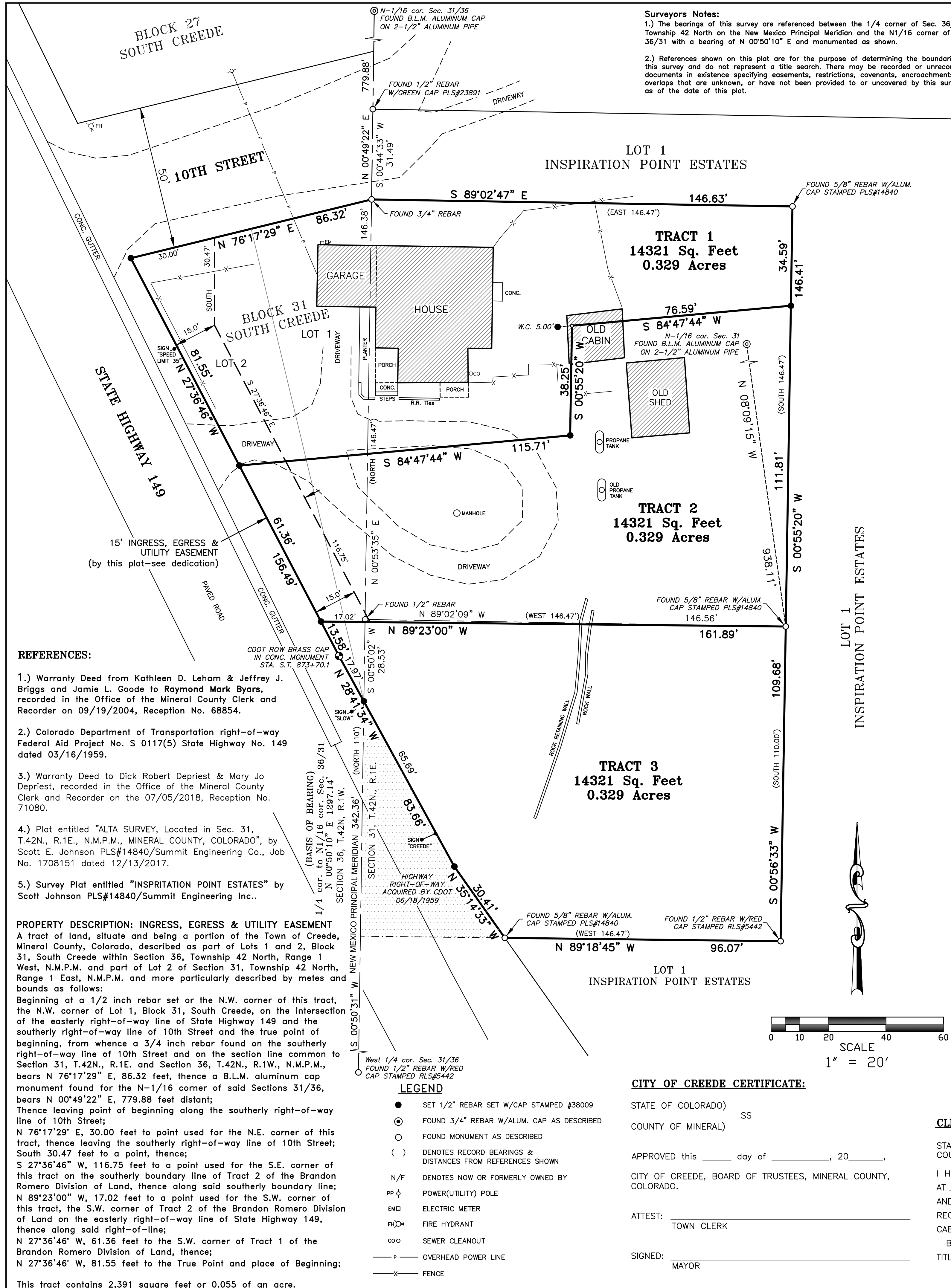
The total fees associated with the scope of work described above are as follows:
Loma Street Drainage Study Fees = \$55,000

Recognizing that the area of Creede that must be analyzed for the Loma Street Drainage Study is a majority of the entire City of Creede, we would also propose the option of extending the Study to cover the entire City of Creede:
City of Creede Drainage Study Fees = \$65,000

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 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 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 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.

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 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)
 COUNTY OF MINERAL) SS

APPROVED this ____ day of _____, 20____.

CITY OF CREEDE, BOARD OF TRUSTEES, MINERAL COUNTY, COLORADO.

ATTEST: _____
 TOWN CLERK

SIGNED: _____
 MAYOR

CLERK AND RECORDER'S CERTIFICATE

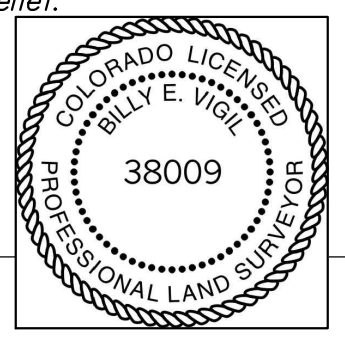
STATE OF COLORADO)
 COUNTY OF ALAMOSA) SS

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 _____

I, 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



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

ROMERO ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between Brandon Romero, hereinafter referred to as the "ANNEXOR," and the City of Creede, a municipal corporation of the State of Colorado, hereinafter referred to as "Creede" or "TOWN".

WITNESSETH:

WHEREAS, the ANNEXOR desires to annex to the City of Creede the property more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof, hereinafter referred to as "PROPERTY" or "the PROPERTY"; and

WHEREAS, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the TOWN's ability to provide and enhance environmental amenities, services and local opportunity for its citizens; and,

WHEREAS, the ANNEXOR wishes to develop the PROPERTY for uses compatible with its objectives and those of TOWN; and

WHEREAS, the ANNEXOR acknowledges that upon annexation, the PROPERTY will be subject to all ordinances, resolutions, and other regulations of the Town of Creede, as they may be amended from time to time; and

WHEREAS, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed, such as police protection, and local government administration; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement as to the overall plan of development, including location and dedication of public ways and public areas, zoning, dedication of water rights and location and payment regarding roads, utilities and other improvements; and

WHEREAS, the ANNEXOR acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and other public improvements, to the TOWN as contemplated in this AGREEMENT are directly related to and generated by the development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation;

NOW, THEREFORE, in consideration of the foregoing covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows:

1. **BASIC INTENT.** The intent of this AGREEMENT is to set forth the basic requirements for annexation and development of the PROPERTY described above. This AGREEMENT shall be binding upon the parties and may not be modified except by further written agreement.
2. **DEVELOPMENT.** The PROPERTY annexed shall be developed in general conformity with the TOWN comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements, including without limitation, those pertaining to subdivision, land use, streets, storm drainage, utilities, landscaping, parks and open spaces and flood control. The TOWN and the ANNEXOR further agree that the TOWN may amend the TOWN'S comprehensive plans, subdivision regulations, zoning code,

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building codes and other applicable statutory and local requirements from time to time as needed to address changing effects upon the TOWN'S infrastructure, administration, and delivery of governmental services as a result of development occurring with the TOWN. The TOWN and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- a. **Zoning.** The ANNEXOR desires R-1 zoning, in accordance with the zoning categories contained in Article 9 of the **CITY OF CREEDE CODE OF ORDINANCES**. The parties recognize that it is the intent and desire of the ANNEXOR to develop the PROPERTY in a manner generally consistent with the zoning requested and that the granting of such zoning by the Town of Frederick is a condition to annex the PROPERTY. ANNEXOR shall take all action necessary to permit zoning by the City of Creede of the annexed area simultaneously with the annexation application and within the time prescribed by state statutes.
 - b. **Land Use.** All residential, commercial and industrial construction will be subject to the types and intensities of land use permitted pursuant to the **City of Creede Code of Ordinances** in effect on the date hereof, or in effect on the date when building permit applications are filed.
3. **MUNICIPAL SERVICES.** The TOWN agrees to provide the PROPERTY with all of the usual municipal services in accordance with this AGREEMENT, and the ordinances and policies of the TOWN, which services shall include, but are not limited to, general government administration, water and sewer services and all other services customarily and currently provided by the TOWN in the area to be annexed. The ANNEXOR acknowledges, agrees and accepts that the TOWN does not provide electricity, natural gas, fire protection or police services to the area to be annexed. The TOWN and the ANNEXOR agree that the provision or non-provision of such municipal services by the TOWN or by another entity is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
4. **PUBLIC IMPROVEMENTS.** The ANNEXOR agrees to design, construct and install at his sole cost and expense, in accordance with the TOWN reviewed and accepted plans, all public improvements within or adjacent to the PROPERTY and serving the PROPERTY including but not limited to water distribution, sewage collection, gas service, electric service, street and trail lighting, streets, curb, gutter, sidewalks, storm sewer lines, storm drainage improvements, fire hydrants, pedestrian and non-motorized trails, street median/boulevard and subdivision entryway landscaping and park improvements. All the above described public improvements shall be constructed to the TOWN standards, or where applicable, to the standards of the utility providing the service. All power supply and distribution lines for utilities will be placed underground.
 - a. All public and private roads shall be constructed to the TOWN standards. Trails shall be constructed as an integral feature of the development, in accordance with TOWN construction standards. All public roads, trails and right-of-ways shall be dedicated to the TOWN. The TOWN will install, at the ANNEXOR's expense, street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, and the TOWN's Design Standards and Construction Specifications, as from time to time amended, and other applicable legal requirements.
 - b. Lights along streets and trails shall be installed in accordance with plans reviewed

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and accepted by the electric service provider and the TOWN. The type of light shall be chosen by the TOWN.

- c. Utilities and streets shall be sized to provide for development of the PROPERTY and to accommodate the development of adjacent property. ANNEXOR may be required to oversize utilities and construct off-site improvements to utilities and transportation infrastructure benefitting the PROPERTY or to accommodate future development within the area. Said oversizing of utilities and off-site improvements to utilities and transportation infrastructure may be eligible for reimbursement by the TOWN, future developers, or users of the facilities. Any reimbursements to the ANNEXOR will be subject to a separate Memorandum of Agreement for Public Improvements, hereinafter called the "MOAPI."
- c. The ANNEXOR agrees to provide to the TOWN, a two (2) year guarantee, from the time of conditional acceptance of construction, for all improvements. If requested by the TOWN, the ANNEXOR agrees to dedicate to the TOWN any or all required improvements.
- d. The ANNEXOR agrees to enter into a MOAPI pertaining to such improvements and other matters prior to any development of the PROPERTY. The construction of public improvements shall be subject to any reimbursement which may be provided for in the MOAPI.
- e. The ANNEXOR agrees to pay the full cost of relocating existing utilities that may be required by the development of the PROPERTY. All existing overhead utilities within the PROPERTY or in road right-of-ways adjacent to the PROPERTY, including but not limited to electric or telecommunications lines and cables shall be relocated underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.

5. ELECTRIC UTILITY SERVICE.

The PROPERTY is located within the electric service territory of San Luis Valley Rural Electric Co-op, a Colorado cooperative electric association. ANNEXOR shall coordinate with SLVREC for the provision of electric service to the PROPERTY.

- 6. **DRAINAGE.** In conformance with the TOWN standards and specifications, the ANNEXOR shall make provisions to control all storm water runoff greater than that historically generated from the PROPERTY. The ANNEXOR shall not alter historic flows in a manner that would adversely affect upstream or downstream properties. The TOWN and the ANNEXOR agree that such drainage improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
- 7. **FIRE PROTECTION.** The ANNEXOR shall be solely responsible for installing all fire hydrants and other fire protection measures on the PROPERTY and its perimeter as may be required by the Fire Marshal.
- 8. **CONFORMANCE WITH TOWN REGULATIONS.** The ANNEXOR agrees that the design,

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improvement, construction, development, and use of the PROPERTY shall be in conformance with all TOWN ordinances and resolutions and the TOWN's Design Standards and Construction Specifications including, without limitation, those pertaining to subdivision, zoning, streets, storm drainage, utilities, and flood control. The TOWN and ANNEXOR further agree that the TOWN may amend the TOWN'S Design Standards and Construction Specifications from time to time as needed to address changing effects upon the TOWN'S infrastructure, administration, and delivery of governmental services as a result of development occurring within the TOWN. The TOWN and ANNEXOR agree that the necessity of such TOWN regulation is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

9. **EXCLUSIVITY OF ANNEXATION PETITION.** The ANNEXOR agrees to not sign any other petition for annexation of the PROPERTY or any petition for an annexation election relating to the PROPERTY, except upon request of the TOWN.
10. **DEVELOPMENT REQUIREMENTS AND EXACTIONS NOT A TAKINGS.** The TOWN and the ANNEXOR agree that in all instances the requirements and exactions contained in this AGREEMENT are directly related to and generated by the development intended to occur within the PROPERTY and that no takings thereby will occur requiring any compensation.
11. **MISCELLANEOUS PROVISIONS.**
 - a. **Interpretation.** Nothing in this AGREEMENT shall constitute or be interpreted as a repeal of the TOWN's ordinances or resolutions, or as a waiver of the TOWN's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the TOWN and it's inhabitants, nor shall this AGREEMENT prohibit the enactment or increase by the TOWN of any tax or fee.
 - b. **Severability.** If any part, section, subsection, sentence, clause or phrase of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the AGREEMENT. The parties hereby declare that they would have agreed to the AGREEMENT 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.
 - c. **Amendments to the AGREEMENT.** This AGREEMENT may be amended, at anytime, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Mineral County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

In addition, this AGREEMENT may be amended by the TOWN and any ANNEXOR without the consent of any other ANNEXOR as long as such amendment affects only that ANNEXOR's portion of the PROPERTY. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Mineral County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.
 - d. **Binding Effect.** This AGREEMENT shall be binding upon and inure to the benefit of

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and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land. This AGREEMENT shall be recorded with the County Clerk & Recorder of Mineral County, Colorado, at the ANNEXOR's expense.

- e. **Indemnification.** ANNEXOR agrees to indemnify and hold harmless the TOWN and the TOWN's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY, or with any other annexation or other action determined necessary or desirable by the TOWN in order to effectuate the annexation of the PROPERTY, or which are in any manner connected with the TOWN's enforcement of this AGREEMENT. The ANNEXOR further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the TOWN's option to pay the attorney's fees for defense counsel of the TOWN's choice for, any such liability, claims, or demands.
- f. **Termination.** If the annexation of the PROPERTY is, for any reason, not completed then this AGREEMENT shall be null and void and of no force and effect whatsoever.
- g. **No Right or Remedy of Disconnection.** No right or remedy of disconnection of the PROPERTY from the TOWN shall accrue from this AGREEMENT, other than provided by applicable state laws. In the event the PROPERTY or any portion thereof is disconnected at the ANNEXOR's request, the Town of Frederick shall have no obligation to serve the disconnected property or portion thereof and this AGREEMENT shall be void and of no further force and effect as to such property or portion thereof.
- h. **Annexation and Zoning Subject to Legislative Discretion.** The ANNEXOR acknowledges that the annexation and subsequent zoning of the PROPERTY are subject to the legislative discretion of the Board of Trustees of the City of Creede. No assurances of annexation or zoning have been made or relied upon by the ANNEXOR. In the event that the City of Creede Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the TOWN in accordance with state law, as may be appropriate.
- i. **Legal Discretion in the Case of Challenge.** The City of Creede reserves the right to not defend any legal challenge to this annexation. In the event such a challenge occurs prior to any expiration of any statute of limitation, the TOWN may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN's legal representatives in such a defense, at no cost to the TOWN.
- j. **Application of Town Policies.** Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of the TOWN's ordinances, as amended, including public land dedications, provided however, that changes or amendments to the *City of Creede Code of Ordinances*, after the date of this AGREEMENT shall in no way limit or impair TOWN's obligation hereunder, except as specifically set forth in this AGREEMENT.

- k. **Amendments to Governing Ordinances, Resolutions and Policies.** As used in this AGREEMENT, unless otherwise specifically provided herein, any reference to any provision of any TOWN ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon ANNEXOR.
 - l. **Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this AGREEMENT, the defaulting party shall pay the other's reasonable attorney fees and costs incurred in enforcing the provisions of this AGREEMENT.
 - m. **Reimbursement for Other Costs.** The ANNEXOR shall reimburse the TOWN for any third party costs necessary for the orderly and proper development of the PROPERTY, including but not limited to consultant fees for planning and engineering, and attorney fees for legal services beyond the normal document review, which is directly linked to the PROPERTY.
 - n. **Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the AGREEMENT, and will execute such additional documents as necessary to effectuate the same.
 - o. **Timely Submittal of Materials.** The ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and the other provisions of this AGREEMENT.
 - p. **Compliance with State Law.** The ANNEXOR shall comply with all applicable State law and regulations.
 - q. **Recording of AGREEMENT.** This AGREEMENT shall be recorded in the records of the County Clerk and Recorder, Mineral County, Colorado, at the ANNEXOR's expense.
 - r. **Choice of Law.** In all litigation arising out of the contract, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of Mineral County, Colorado.
12. **COMPLETE AGREEMENT.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this AGREEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this AGREEMENT except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this AGREEMENT may be enforced in any court of competent jurisdiction.
13. **Original Counterparts.** This AGREEMENT may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

By this acknowledgment, the undersigned hereby certify that the above AGREEMENT is complete and true and entered into of their own free will and volition.

(If the applicant is not the owner(s) of the subject property, the owner(s), mortgage and/or Lienholder shall also sign the AGREEMENT.)

CITY OF CREEDE

ANNEXOR

By _____
Jeffrey Larson, Mayor

By Brandon Romero
Owner

ATTEST:

By Brandon Romero
Owner

By _____
, Town Clerk

By Brandon Romero
Owner

STATE OF COLORADO)
COUNTY OF _____)ss.
)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Jeffrey Larson as Mayor and _____ as Town Clerk of the City of Creede.

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF NEW MEXICO)
COUNTY OF Bernalillo)ss.
)

The foregoing instrument was acknowledged before me this 1 day of December, 2023 by Brandon Romero as Owner/Annexor.

My commission expires:

Witness my hand and official seal.

Dale Roberts
Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
Dale Gregory Roberts
Commission No. 1138327
July 05, 2026

EXHIBIT "A"

A tract of land adjacent to the Town of Creede, Mineral County, Colorado, described as 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 for the N.E. corner of this tract on the southerly right-of-way line of 10th Street and the section line common to Section 31, T.42N., R.1E. and Section 36, T.42N., R.1W., on the New Mexico Principal Meridian, from whence a B.L.M. aluminum cap monument found for the N-1/16 corner of said Sections 31/36, bears N 00°49'22" 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, 65.69 feet to a 1/2" rebar w/blue cap stamped PLS#38009 set on the New Mexico Principal Meridian, thence leaving northeasterly right-of-way line of State Highway 149 along the section line common to said Section 31/36, the New Mexico Principal Meridian; N 00°50'02" E, 28.53 feet to a 1/2" rebar found, thence; N 00°53'55" E, 146.38 feet to the True Point and place of Beginning;

This tract contains 32,632 square feet or 0.818 of an acre.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CITY OF CREEDE, CO

RESOLUTION NO. 2024-05

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 6th day of February, 2024.

CITY OF CREEDE:

ATTEST:

Mayor Date
Jeffrey Larson

Attest; City Clerk Date
Joseie Bielenberg

Exhibit B

Deliverables by Phase for The City of Creede Town Hall and Public Works Facility.

The below deliverables will be completed for both the Town Hall and Public Works Facility, which will be treated as two separate projects under this single scope of work. Due to the different nature of the two building types, the final deliverables may vary from one project to the other depending on the specific project requirements. Some deliverables may not be applicable to a certain building type and will not be included.

The current scope of the project will include energy modeling to ensure mechanical systems and assemblies can support Net Zero Energy use for both the Town Hall and Public Works Facility. At this time, it is *not* in the contract or program to meet any LEED certifications. If the City directs the project to have a LEED certification it will constitute an increase in fee for the architect and subconsultants throughout all phases of the project as well as the addition of a LEED consultant to the design team. Also note that implementing a LEED certification to the project will also have budget implications to the final cost of construction for both buildings.

A. Schematic Design:

Architectural

- Project Overview/ Narrative
- Design Precedents
- Conceptual Site Plan
- Floor Plans
- Level of Finish Diagrams
- Exterior Elevations
- Preliminary Building Sections
- Massing Studies (digital and/or physical models)
- Preliminary Code Analysis
- Project Schedule

Civil

- Survey (Provided by Owner)
- Conceptual Civil Site Plan
- Narrative

Landscape

- Conceptual Landscape Plan
- Narrative

Structural

- Conceptual Structural Plans
- Narrative

MEP

- Net Zero Energy Systems
- Narrative

Audio / Visual / Low Voltage / Acoustics

- Narrative

Specifications

- Specifications Table of Contents

Preliminary Cost Estimate

B. Design Development

Architectural

- Architectural Site Plan
- Enlarged Site Plans (as needed)
- Floor Plans
- Enlarged Floor Plans (as needed)
- Reflected Ceiling Plans
- Enlarged Reflected Ceiling Plans (as needed)
- Roof Plan
- Exterior Elevations
- Building Sections
- Preliminary Wall Sections
- Door / Window Schedules
- Material Schedules
- Preliminary Architectural Details (Exterior / Interior)
- Preliminary -Floor, Wall and Roof Assemblies
- Preliminary Accessibility Details
- Preliminary Interior Elevations
- Massing Studies (digital and/or physical models)
- Material and Color Palettes
- Code Analysis
- Project Schedule

Civil

- Survey (Provided by Owner)
- Preliminary Civil Site Plan
- Preliminary Grading Plan
- Preliminary Utility Plan
- Preliminary Details

Landscape

- Preliminary Landscape Plan
- Preliminary Plantings
- Preliminary Details

Structural

- Preliminary Foundation Plans
- Preliminary Framing Plans
- Preliminary Details

MEP

- Preliminary Mechanical Plans
- Preliminary Plumbing Plans
- Preliminary Electrical Plans
- Preliminary Power and Lighting Plans
- Preliminary Details
- Preliminary Systems and Equipment Schedule
- Preliminary Energy Model

Audio / Visual / Low Voltage / Acoustics

- Preliminary Floor Plans
- Preliminary Special Assemblies / Locations

Specifications

- Preliminary Specifications / Project Manual

Cost Estimate

- Preliminary Cost Estimates for Town Hall and Public Works Building by division

C. Construction Documents

Architectural

- Architectural Site Plan
- Enlarged Site Plans (as needed)
- Floor Plans
- Enlarged Floor Plans (as needed)
- Finish Floor Plans
- Reflected Ceiling Plans
- Enlarged Reflected Ceiling Plans (as needed)
- Roof Plan
- Exterior Elevations
- Building Sections
- Wall Sections
- Door / Window Schedules
- Material Schedules
- Floor, Wall and Roof Assemblies Defined
- Accessibility Details
- Exterior Architectural Details
- Interior Elevations
- Interior Architectural Details
- Massing Studies (digital and/or physical models)
- Material and Color Palettes
- Complete Code Analysis

Civil

- Survey (Provided by Owner)
- Civil Site Plan
- Parking Plan
- Grading Plan
- Utility Plan
- Civil Details

Landscape

- Landscape Plan
- Planting Plan
- Planting Schedule
- Exterior Surfaces Schedule
- Details

Structural

- Structural Calculations
- Foundation Plans
- Framing Plans
- Structural Details

MEP

- Mechanical Plans
- Plumbing Plans
- Electrical Plans
- Power and Lighting Plans
- 1 Line Diagrams
- MEP Details
- Systems and Equipment Schedule
- Energy Model

Audio / Visual / Low Voltage / Acoustics

- Floor Plans
- Special Assemblies / Locations
- Equipment Schedule

Specifications

- Project Specifications / Project Manual

Cost Estimate

- Cost Estimates for Town Hall and Public Works Building by division

Creede Town Hall and Public Works Facility

Master Project Fee Summary



	Town Hall	%	Public Works Facility	%	Total	
Estimated Construction Cost *	\$1,800,000.00		\$2,800,000.00		\$4,600,000.00	
Architecture & Interiors & Consultant Coordination	\$104,062.50	5.8%	\$104,062.50	3.7%	\$208,125.06	4.5%
Fixture, Furniture and Equipment Specifications	\$14,000.00	0.8%	\$14,000.00	0.5%	\$28,000.00	0.6%
Structural Engineer	\$18,000.00	1.0%	\$28,000.00	1.0%	\$46,000.01	1.0%
Mechanical, Electrical & Plumbing Engineer	\$27,000.00	1.5%	\$42,000.00	1.5%	\$69,000.02	1.5%
Civil Engineer	\$21,250.00	1.2%	\$12,500.00	0.4%	\$33,750.01	0.7%
Net Zero Energy (Additional MEP)	\$9,000.00	0.5%	\$14,000.00	0.5%	\$23,000.01	0.5%
Landscape Architecture	\$34,000.00	1.9%	\$17,000.00	0.6%	\$51,000.02	1.1%
Audio Video / Low Voltage / Accoustic	\$3,900.00	0.2%	\$3,900.00	0.1%	\$7,800.00	0.2%
Cost Estimating	\$5,000.00	0.3%	\$5,000.00	0.2%	\$10,000.00	0.2%
Specifications Writer	\$2,925.00	0.2%	\$2,925.00	0.1%	\$5,850.00	0.1%
Total	\$239,137.50		\$243,387.50		\$482,525.13	
Contingency (15%)**	\$35,870.63		\$36,508.13		\$72,378.77	
Total w/Contingency	\$275,008.13		\$279,895.63		\$554,903.89	

Percentage of Construction Cost		13.3%		8.7%		10.5%
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Notes:

* Estimated construction cost based off of square footages from from the perferred design proposed from the University of Colorado Technical Assistance Program Spring 2023 Final report

Town Hall = 3,600sf x \$500/sf

Public Works Facility = 7,000sf x \$400/sf

** Above design fees are based off of the corresponding percentage of estimated construction cost.

If estimated construction costs increase or decrease to any portion of either project than the fees outlined above will adjust in accordance with the associated percentages shown.

***Contingency funds to be used in any category where additional funding may be required.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 20__ (the "Effective Date") by and between the City of Creede, Colorado, a Colorado municipal corporation (the "City") and _____, ("Contractor").

WHEREAS, The City desires to engage the services of Contractor to provide the service more fully described on Exhibit A; and

WHEREAS, the Contractor wishes to become associated with the City as an independent contractor; and

WHEREAS, the parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1: PARTIES

- 1.01** City. City is a municipal corporation located in Creede, Colorado.
- 1.02** Contractor. Contractor is a private, independent business who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means, and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.
- 1.03** Intent of the Parties. By this Agreement, City and Contractor intend for Contractor to be an independent contractor in relationship to the City and not the City's employee or agent. Consequently, Contractor will not be considered an employee or agent of the City at any time under any circumstances, for any purpose.
- a) Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City. Contractor is not an agent of the City, and will not hold itself out to the public as an agent of the City.
 - b) Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

- c) City will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.
- d) Neither Contractor, nor its employees, will receive benefits of any type from the City.
- e) Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the City.
- f) All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- g) Contractor will not combine its business operations in any way with the City's business operations, and each party shall maintain their operations as separate and distinct.

1.04 CONTRACTOR RESPONSIBILITIES

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

- a. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of City.
- c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

SECTION 2: TERM, DUTIES, COMPENSATION

2.01 Term. This Agreement shall commence on the Effective Date, and shall remain in existence for a period of one (1) year unless sooner terminated as herein provided, and if necessary shall be submitted to the City sixty (60) days prior to the expiration of the Agreement to consider renewal.

2.02 Duties and Compensation. The Contractor's duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, and any contemplated change in said terms shall be submitted to the City in writing for review and approval prior to any such change.

2.03 Background Check. The City may, at its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: The Contractor shall not incur any expense or debt on behalf of the City without written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. City and Contractor each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the City in the following amounts:

- a) Comprehensive General Liability – **[\$2,000,000 combined aggregate for construction projects, optional for others]**
- b) Automobile Liability - \$1,000,000 [not required for professional services]
- c) Workers Compensation [not required for professional services]
- d) [Professional Liability Insurance - \$1,000,000] [Only for professional services]

Each liability insurance policy shall name the City as an additional insured. Contractor shall furnish an original counterpart of such insurance policy to the City upon the City's written request. Contractor shall also furnish to the City appropriate certificates for such insurance no later than seven days after execution of this Agreement. which shall include a commitment by each insurance City to notify the City in writing of any material change, expiration or cancellation of the insurance policy required hereunder not less than thirty (30) days prior to such change, expiration or cancellation becoming effective. In addition to the above, Contractor shall obtain and keep in force during the term hereof such insurance required by any law or regulation, or prudent business practices.

Insurance coverage shall not be reduced below the limits described above or canceled without City's written approval of such reduction or cancellation.

Contractor shall require that any of its agents and/or subcontractors who enter upon the City's premises shall maintain like insurance. Certificates of such insurance shall be provided to City upon request.

With regard to all insurance, such insurance shall be primary insurance to the full limits of liability herein before stated and should City have other valid insurance, City insurance shall be excess insurance only.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities as authorized by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the City, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement. Contractor shall promptly pay to the City, its successors or assigns, the full amount of any such costs, loss or damage which the City, its successors or assigns may sustain or incur, or for which the City, its successors or assigns, may become liable.

SECTION 5: TERMINATION

5.01 Termination. Either party upon fifteen (15) days prior written notice may terminate this Agreement with or without cause.

a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any causes beyond the control of such party.

b) Upon termination by either party, Contractor shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the City to the contractor in conjunction with this Agreement.

SECTION 6: MISCELLANEOUS

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

6.02 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Contractor and City is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

6.03 Conflicts of Interest; Non-hire Provision. Contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the City. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the City's employment, any employee, consultant, or contractor of the City or hire any such employee, consultant, or contractor who has left the City's employment or contractual engagement within one year of such employment or engagement.

6.04 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the City under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the City irreparable injury and damage. The Contractor expressly agrees that the City shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the City may have for damages or otherwise. The various rights and remedies of the City under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law. Contractor waives any and all right to injunctive relief in the event of any dispute with the City, and the Contractor's sole remedy in such a dispute shall be at law.

6.05 Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. The Contractor is and will remain an independent contractor in their relationship to the City. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits,

social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IMPORTANT NOTICE: Independent contractor is not entitled to unemployment insurance benefits or workers' compensation benefits unless such coverages are provided by the Independent Contractor or some other entity. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.

6.06 Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor certifies that (i) Contractor does not knowingly employ or contract with any illegal aliens; (ii) Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States; and (iii) Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision, the City may terminate this contract for cause and the Contractor shall be liable for actual and consequential damages to the State. A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.

6.07 Ability to Bind the Other Party. Neither City nor Contractor is the agent of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.

6.08 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.

6.09 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

6.10 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.

6.11 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.

6.12 Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of its duties and obligations hereunder without obtaining the City's prior written consent.

6.13 No Modification or Waiver of Conditions. Contractor may not waive or modify all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the City.

6.14 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the City and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the City Board at a public meeting.

6.15 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

6.16 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

6.17 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

6.18 Acknowledgment of Review. Contractor hereby expressly acknowledges that he/she has reviewed and understands each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.



STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was
acknowledged before me this _____ day
of _____, 20__, by

_____ and
_____.

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was
acknowledged before me this _____ day of
_____, 20__, by

_____.

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT A

SCOPE OF WORK AND COMPENSATION

SCOPE OF WORK:

Contractor shall provide the following professional services, (hereinafter “Services”) as outlined

COMPENSATION:

ORDINANCE NO. 451

AN ORDINANCE OF THE CITY OF CREEDE, A COLORADO TOWN, AMENDING CHAPTER 11, ARTICLE 1 OF THE CITY OF CREEDE MUNICIPAL CODE TO INCLUDE SECTION 11-1-30 (“DISPOSAL OF SNOW AND ICE IN THE WILLOW CREEK FLUME PROHIBITED”)

WHEREAS, the City of Creede, Colorado, a Colorado Town (the "Town"), is a statutory municipality organized and operating under the laws of the State of Colorado;

WHEREAS, the Board of Trustees of the Town (the “Board”) recognizes that disposal of snow and/or ice in the Willow Creek Flume can lead to the creation of hazardous situation through the formation of ice dams and as such, presents a public safety concern; and

WHEREAS, the Board is desirous of enacting legislation that prohibits the disposal of snow in the Willow Creek Flume in order to address this public safety concern;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, COLORADO THAT:

Section 1. Creation of Chapter 11, Article 1, Section 30 (11-1-30) “Disposal of Snow and Ice in the Willow Creek Flume Prohibited”. The City of Creede Municipal Code shall be amended with the addition of Chapter 11, Article 1, Section 30 (11-1-30) “Disposal of Snow and Ice in the Willow Creek Flume Prohibited”. to read in its entirety as:

Sec. 11-1-20. Disposal of snow and ice in the Willow Creek Flume Prohibited.

(a) Purpose and scope. The purpose of this Article is to prohibit the disposal of snow and ice by any responsible party in the Willow Creek Flume and to provide for penalties associated with the violation of this provision.

(b) Definitions. The following definitions shall apply herein:

Period of time means a twenty-four-hour period from the point in time that snow, as defined herein, commences to fall or that point in time when an accumulation of snow creates a hazardous condition, whichever comes sooner.

Responsible party means any person, partnership, corporation or other legal entity against which action may be taken for violation of this Article.

Snow means any form of precipitation in the frozen form, be it snow, sleet, hail, ice, freezing rain or a build-up and accumulation of any of the foregoing.

(c) Disposal of snow in the flume is prohibited. Disposal of snow in the Willow Creek Flume by any person, partnership, corporation or other legal entity, collectively referred to as a “responsible party” is prohibited.

(d) Penalty. Any responsible party that disposes of snow in the Willow Creek Flume shall be subject to the general penalty for violation in Section 1-4-20.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

INTRODUCED, APPROVED, PASSED ON FIRST AND FINAL READING, ON THIS 6th DAY OF FEBRUARY 2024.

By _____

Jeffrey Larson

Attest:

City Clerk