



551 Hot Springs Boulevard  
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**TOWN COUNCIL SPECIAL MEETING AGENDA  
THURSDAY, MARCH 24, 2016  
Town Hall Council Chambers  
551 Hot Springs Blvd  
5:00 p.m.**

- I. **CALL MEETING TO ORDER**
- II. **PUBLIC COMMENT** – *Please sign in to make public comment*
- III. **CONSENT AGENDA**
  - 1. **Approval of the March 1, 2016 Meeting Minutes**
  - 2. **Approval of February Financial Statement and Accompanying Payments**
  - 3. **Liquor Licenses**
    - a. **New Art Gallery Permit – Two Old Crow’s Décor & More LLC at 468 Lewis Street**
    - b. **Liquor License Renewal – Chato’s Mexican Restaurant at 230 Country Center Drive**
    - c. **Liquor License Renewal – Tequilas at 439 San Juan Street**
  - 4. **Letter of Support for the San Juan Mountains Association’s State Historic Fund Grant Application**
  - 5. **Approve Submitting State Historic Fund Grant Application for Restoration of Water Works Facility**
- IV. **REPORTS TO COUNCIL**
  - 1. **Featured Department Head Reports**
    - a. **Streets Department**
    - b. **Special Projects Department**
  - 2. **Sales Tax Brief**
  - 3. **Lodgers Tax Brief**
- V. **OLD BUSINESS**
  - 1. **Ordinance 843, Second Reading, Front End Loader Lease/Purchase**
- VI. **PUBLIC COMMENT** – *Please sign in to make public comment*
- VII. **COUNCIL IDEAS AND COMMENTS**
- VIII. **NEXT TOWN COUNCIL MEETING APRIL 6, 2016 AT 5:00 PM**
- IX. **ADJOURNMENT**

**Don Volger  
Mayor**



# AGENDA DOCUMENTATION

## CONSENT AGENDA:III.3

PAGOSA SPRINGS TOWN COUNCIL  
MARCH 24, 2016

FROM: **BILL ROCKENSOCK, POLICE CHIEF**

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**PROJECT: LIQUOR LICENSE RENEWALS**  
**ACTION: DISCUSSION AND POSSIBLE DECISION**

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### PURPOSE/BACKGROUND

Businesses granted liquor licenses by the State of Colorado and the Town of Pagosa Springs are required to renew their liquor license annually. The Town Council, as the Local Licensing Authority, has requested that the Police Department provide them with information on police contacts with these businesses in consideration of their renewal application.

Annually, the Police Department works with the Colorado Liquor Enforcement Division to conduct compliance checks on businesses within the Town of Pagosa Springs holding liquor licenses throughout the year, Officers do perform random checks/walk thru of businesses selling liquor in the town limits.

The vendors listed below have requested a renewal of their liquor license. Based upon a local records check, the Police Department has found the following:

**Chato's Mexican Restaurant** – Since January 1, 2015, there were no documented liquor violations at Chato's Mexican Restaurant, located at 230 Country Center Dr.

**Tequila's Mexican Restaurant** – Since January 1, 2015, there were no documented liquor violations at Tequila's Mexican Restaurant, located at 439 San Juan St.

### ATTACHMENT(S)

None

### RECOMMENDATION

It is the recommendation of the Police Chief that the Town Council:

- **Consider the above information when determining approval of liquor license renewals**



# AGENDA DOCUMENTATION

## CONSENT AGENDA: III.4

PAGOSA SPRINGS TOWN COUNCIL  
MARCH 24, 2016

FROM: JAMES DICKHOFF, TOWN PLANNING DIRECTOR

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**PROJECT: LETTER OF SUPPORT FOR SAN JUAN MOUNTAINS ASSOCIATION SHF GRANT APPLICATION**  
**ACTION: DISCUSSION AND DECISION**

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### PURPOSE/BACKGROUND

The Planning Office has received a request from Ruth Lambert from the San Juan Mountains Association for support of a State Historical Fund (SHF) grant application to study small isolated Hispano cemeteries along the San Juan River. These cemeteries are remnants of early Hispano settlement along the river and this study will help us to understand the history throughout Archuleta County. The proposed project will document the cemeteries at Gato, Juanita, and Trujillo providing important information about our diverse local history. The project will record the presence and condition of the tombstones and provide recommendations for their preservation.

### ANALYSIS

It is very beneficial that the San Juan Mountains Association is willing to take on this project, to collect data and information on the subject cemeteries, for the benefit of collecting and conveying our community's heritage history. Ruth Lampert has recently met with the Historic Preservation Board regarding the Fort Lewis Cemetery on S. 10<sup>th</sup> Street. Ruth is very passionate about collecting and conveying cemetery data in SW Colorado, and is our area expert on the subject.

### ATTACHMENTS:

Letter of Support

### FISCAL IMPACT

None

### RECOMMENDATION

It is the recommendation of the Planning Department Director that Town Council:

**Approve the letter of support for the San Juan Mountains Association's State Historical Fund (SHF) grant application to study small isolated Hispano cemeteries along the San Juan River**



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March 24, 2016

Steve Turner, State Historical Fund Director  
and Deputy State Historical Preservation Office  
State Historical Fund, History Colorado Center  
1200 Broadway  
Denver, CO 80203

**Re: San Juan Mountains Association grant application:  
A Study of Hispano Cemeteries Along the San Juan River in Archuleta County**

Dear Mr. Turner and Members of the Review Committee:

I am writing to express the Pagosa Springs Town Council's support of the San Juan Mountains Association's grant application to study small isolated Hispano cemeteries along the San Juan River. These cemeteries are remnants of early Hispano settlement along the river and this study will help us to understand the history throughout Archuleta County. The proposed project will document the cemeteries at Gato, Juanita, and Trujillo providing important information about our diverse local history. The project will record the presence and condition of the tombstones and provide recommendations for their preservation.

Community volunteers will assist with this project and public presentations will provide information to the Pagosa Springs area residents and visitors about the importance of these cemeteries and the efforts to preserve these unique resources. The project methods and protocols can provide important information for future cemetery documentation efforts in and around Pagosa Springs.

I encourage you to support this project with full funding.

Sincerely,

Don Volger, Mayor  
Town of Pagosa Springs  
Po Box 1859  
Pagosa Springs, CO 81147  
970-264-4151



# AGENDA DOCUMENTATION

## CONSENT AGENDA:III.5

PAGOSA SPRINGS TOWN COUNCIL

MARCH 24, 2016

FROM: JAMES DICKHOFF, PLANNING DIRECTOR

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**PROJECT: APPROVAL TO DRAFT AND RE-SUBMIT STATE HISTORICAL FUND GRANT APPLICATION FOR THE WATER WORKS FACILITY AND BUILDING LOCATED AT 96 NORTH FIRST STREET**

**ACTION: DISCUSSION AND DECISION**

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### PURPOSE

On March 1, 2016, Town Council approved in their consent agenda to re-apply for a State Historical Grant for the stabilization and preservation of the Historic Water Works facility, located at 96 N. First Street, a locally designated Landmark. The purpose of the grant is to restore/repair/stabilize the Water Works building and tank walls.

Staff represented the former costs incorporated into the previous grant incorrectly in the March 1, 2016 staff report. The correct total project cost represented in our previous grant application was \$183,153.00, with a required match of \$45,788.00 and a grant request of \$137,365.00.

Staff has worked with our consultant, the Collaborative, Inc. for updating the project cost. The current update that will be included in our grant application due on April 1, 2015 is: Total Project Estimate: \$223,917.00, Town Match: \$55,980.00 and SHF grant request: \$167,937.00.

### BACKGROUND

On March 27, 2015, Town Council approved staff to apply for and submit two grant applications to the State Historical Fund (SHF), one for the Rumbaugh Creek Bridge that was recently awarded and the second for the adjacent Water Works facility, which funding was not awarded. Town Council approved re-submitting the Water Works facility grant application in September 2015. Our application again scored high, however, we unfortunately were not awarded our grant request and encouraged to re-submit our application.

The previous grant applications requested \$94,734 with a Town match of \$31,578 for a total project cost of \$126,312. If Town Council approves the resubmission of the grant application, staff will confirm the previous project estimates are still relative.

In February 2015, The Collaborative, Inc. from Boulder, Colorado, prepared a Historic Structure Assessment that we used for our grant application, identifying the issues with the structure that are eligible for the SHF grant.

In 2014, the Town Building Official raised a concern over the structural integrity and safety issues of the historic water treatment facility located at 96 1<sup>st</sup> Street. This property is owned by the Town and leased to the San Juan Historical Society Museum.

On March 26, 1999, Town Council approved Ordinance 519, designating the former water works facility as a "Local Historic Landmark", due to its significance to Pagosa Springs' history.

### ANALYSIS

**Historic Structure Assessment Report EXECUTIVE SUMMARY from The Collaborative, Inc.**

*The complex of the historic Water Works includes: the Water Plant, the Tanks in which sedimentation occurred. The critical condition issues for each of these are as follows:*

1. *Water Plant: Existing roof is leaking on the collections of the Museum and a new roof is recommended for*

*immediate installation. Drainage around the building should be enhanced as reverse slope is causing water to enter at the double doors of the south elevation, and at other locations, is causing basal erosion of the exterior masonry.*

*2. The Tanks: Stone loss is considerable in quantity on the west walls outer face and the area of stone loss will continue to grow in size, threatening the stability of walls #12 and #18. The courses above are therefore not supported and the resultant hole in the face allows water to enter the wall's interior. The east wall of tank three, at its eastern face, has a significant bulge, an outward deflection of 6 inches effecting an area thirty feet long by five feet high. It is in incipient collapse mode. The four courses of the bulge can complete their rotation at any time and the majority of the remaining portions of the wall will follow. Removal of loose stucco, pointing the joints currently exhibiting loose mortar, and preservation of the top surface of each wall is recommended to reduce water inflow into the walls internal structure and the associated freeze thaw problem.*

#### **FISCAL IMPACT**

The revised Total Project Estimate: \$223,917.00, Town Match: \$55,980.00 and SHF grant request: \$167,937.00. The Town is required to provide a minimum 25% match of the total project cost for SHF grant funding. Grant awards are notified in August 2016, thus, most all expenses will occur in 2017 if awarded.

#### **RECOMMENDATION**

Possible motions for the Town Council include:

- 1. Direct Staff to Draft and Resubmit a Revised State Historical Fund Grant Application, Requesting Approximately \$167,937 in Grant Funds with A Town Match of \$55,980 for the Restoration of the Water Works Facility located at 96 First Street.**



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL:IV.1A

PAGOSA SPRINGS TOWN COUNCIL  
MARCH 24, 2016

**FROM: CHRIS GALLEGOS, PUBLIC WORKS DIRECTOR**

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**PROJECT: PUBLIC WORKS DEPARTMENT REPORT**

**ACTION: UPDATE AND DISCUSSION**

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### **STREETS UPDATE**

The Streets crew has been busy filling potholes, blading alleys and rewiring the lights at the east end of town. The equipment has also been changing from the winter implements to the summer implements. The Town sweeper is running four days a week in order to get the winter dirt cleaned up.

### **GEOHERMAL UPDATE**

The Geothermal well pump was replaced and some of the plumbing was also changed. The town has been using well water since the new pump was installed.



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL:IV.B

PAGOSA SPRINGS TOWN COUNCIL

MARCH 24, 2016

FROM: SCOTT LEWANDOWSKI SPECIAL PROJECTS

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**PROJECT: SPECIAL PROJECTS DEPARTMENT REPORT**

**ACTION: UPDATE AND DISCUSSION**

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### 1. EQUIPMENT AND INFRASTRUCTURE

#### FRONT END LOADER

Staff is awaiting legal counsel from John Deere and the Towns' attorneys to proceed with executing the lease purchase agreement. Once terms are agreed upon, the Town will move forward with the agreement and equipment purchase. Build time for the equipment is roughly six weeks from execution.

#### CENTENNIAL PARK BATHROOMS

Per our DOLA grant requirements for the Geothermal Greenhouse Partnership (GGP) project, the Town must provide a bathroom within Centennial park. Staff recently met with GGP representatives to determine the scope of the bathroom project, which solidified a site built unit over a pre-fab structure, building location, and various cost saving measures with the GPP. Staff will bring those cost saving measures back before Council in the near future. Staff will also go out to bid for design of the bathroom in April in anticipation of a May construction start time.

#### YAMAGUCHI SKATE PARK PHASE TWO

Phase Two seeks to complete Yamaguchi skate park by adding a 3,300 square feet concrete bowl. Staff recently sent out an invitation to prequalify individuals and firms who specialize in skate park construction. The majority of firms who were contacted did not have time or resources for this project, which resulted in one statement of qualification from Artisan Skate parks. Staff will hold a stakeholder meeting with the designer, pre-qualified firm and in kind service providers to map out the best way forward over the next few weeks. In addition, staff will solidify a bid from Artisan in the next month or so to legitimize their role as construction firm moving forward. Construction will start this summer and be completed by the Fall 2016.

### 2. TRAILS, SIDEWALKS, AND ROADS

#### RIVERWALK REPAVING

The Town is seeking to repave the existing asphalt and concrete the Riverwalk behind 124 through 356 East Pagosa Street. The scope of work will include the Streets Department aiding in the demolition and grinding of the existing asphalt. Staff have put out a bid for the repaving project and the bids are due back by March 25<sup>th</sup>. The project is anticipated to start in mid- April and last two weeks.

#### TOWN TO LAKES TRAIL

Staff is seeking additional funding for the Harman Hill phase of the project through a CDOT TAP grant in August. Staff has CDOT clearance to apply for more funding in addition to the \$260,000 that was received three years ago in order to fund the project.

### **MAIN STREET SIDEWALK IMPROVEMENTS**

Davis Engineering recently completed their survey work of the sidewalks on the north side of highway 160 from 3<sup>rd</sup> to 2<sup>nd</sup> Streets. With the survey data in hand, staff will go out to bid for design services in late summer with a fall construction time in mind.

### **SOUTH 8<sup>TH</sup> STREET**

Staff is working with Davis Engineering on a weekly basis to finalize design of the corridor. The design process will take up to six weeks and it is anticipated that it will be completed by April 13<sup>th</sup>. Bid abstracts for construction and Council bid review will take place this spring in order to start construction in the summer.

### **HOT SPRINGS PEDESTRIAN BRIDGE**

As previously indicated in email, the Town did not receive GOCO funds for the hot springs pedestrian but will move forward with the bridge replacement over the spring and summer months. Staff will conduct a visual site survey for the manufacturer. Staff will also craft an RFP for the bridge installation and the sale of the old bridge.



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL: IV.2

PAGOSA SPRINGS TOWN COUNCIL  
MARCH 24, 2016

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: JANUARY 2016 SALES TAX REVENUE REPORT

ACTION: DISCUSSION

### CURRENT MONTH SALES TAX & LODGERS TAX REVENUE

This report represents the information for January 2016 for sales tax and the revenue continues to show an increase of **1.63%** compared to January 2015. Total sales tax revenue for December 2015 for the Town is \$315,221 with that divided equally between the General Fund and the Capital Improvement Fund (\$157,611 going to each). In January 2015, the total amount received was \$310,175. The 2016 January sales tax received is \$5,046 higher than in 2015.

There were no prior year revenues included in this report

Last, the state Department of Revenue continues to remit to the County instead of directly to the Town. We feel this is a result of

#### ***Compared to 2016 Budget***

The sales tax projection for the adopted 2016 budget is a total of \$4,352,566 or \$2,176,283 each for the General Fund and the Capital Improvement Fund, and represents a 7% increase over the estimated year end for 2015. The month of January 2016 yielded \$157,611 for the General Fund and exactly the same amount for the Capital Improvement Fund. Premised upon the 10 year monthly average, the expectation is the Town should have received in January for each Fund about \$145,811. The variance is \$11,800 or 8% more than budget. Year to date, we are ahead of budget by approximately \$11,800. Please see Exhibit A.

### ANALYSIS

Resolution 2016-01 mandates 2016 expenditure reductions if sales tax revenues decline from the average revenue of the past two years. The application of the Resolution requires a monthly analysis that averages several months/years of revenue, to smooth out the impact of significant swings in sales tax collections:

	<u>2013</u>	<u>2014</u>	<u>Avg.</u>	<u>2015</u>	<u>% Change</u>
November	249,725	255,428	252,577	283,804	+11.1%
December	312,400	352,558	332,479	392,815	+18.1%
	<u>2104</u>	<u>2015</u>	<u>Avg.</u>	<u>2016</u>	<u>% Change</u>
January	247,995	310,175	279,085	315,221	+12.9%

Everything is positive. Application of paragraphs 5 and 5(b) of the Council's policy calls for **NO** reduction of budgeted expenditures since the reduction is not more than 5%

**ATTACHMENT(S)**

Exhibit A

**RECOMMENDATION**

Informational, no action required.

**Town of Pagosa Springs  
2016 Sales Tax Estimate  
General Fund**

<u>Month</u>	<u>2016 Estimated</u>	<u>2016 Actual</u>	<u>Variance</u>	<u>10 Year Ave. % Collection</u>	<u>Percent Above Budget</u>
January	145,811	157,611	11,800	6.7%	8%
February	139,282			6.4%	
March	161,045			7.4%	
April	134,930			6.2%	
May	158,869			7.3%	
June	204,571			9.4%	
July	265,507			12.2%	
August	204,571			9.4%	
September	206,747			9.5%	
October	178,455			8.2%	
November	161,045			7.4%	
December	215,452			9.9%	
<b>TOTAL</b>	<b>2,176,283</b>	<b>157,611</b>	<b>11,800</b>	<b>100.0%</b>	
Percent Ahead of Estimate	8%				



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL: IV.3

MARCH 2016

JENNIFER GREEN

DIRECTOR, PAGOSA SPRINGS AREA TOURISM BOARD

**PROJECT: LODGING TAX UPDATE**  
**ACTION: UPDATE AND DISCUSSION**

### LODGERS TAX FINANCIAL REPORT

The most recent lodging tax report has been included in the packet for review. January 2016 showed a 2.44% increase over 2015, or an increase \$801.00, with a few payments still outstanding. January 2014 still remains the strongest Jan on record. 2015 year to date collections ended 5.3% up compared to 2014, or an increase of \$27,011.20. 2015 represented the strongest year of collections on record, despite a 15% - 20% reduction in available inventory during most of 2015.

### VISITOR CENTER UPDATE

Visitor Center traffic in February was stronger than expected and represented increased traffic than January. As we continue to collect monthly data from the door counters installed in mid Feb 2015, we will have year over year monthly results beginning in March 2016.

### SOCIAL MEDIA UPDATE

- Facebook - [www.facebook.com/visitpagosasprings](http://www.facebook.com/visitpagosasprings) Facebook: 13,211 fans
- Instagram - [www.instagram.com/visitpagosa](http://www.instagram.com/visitpagosa): 1,651 followers
- Twitter - [www.twitter.com/visitpagosa](http://www.twitter.com/visitpagosa) - 1077 followers

### WEBSITE UPDATE

As reported previously, an RFP was issued in January to develop a responsive site, due to current vendor's continuous delays and excuses. 9 responses were received - with cost estimates ranging significantly between \$30,000 and \$80,000. A week prior to the RFP deadline, the current website vendor suddenly showed progress and became available to meet with Director during recent trip to NYC for DMAI Marketing Innovation Summit. If staff can keep current vendor on track for launch of responsive site, it presents the best option. Director met with vendor in NYC for 3 hours and reviewed recent progress, areas where content can be added into CMS and discussed timeline to launch. Updates will be provided as the project continues. Website vendor has been warned that progress needs to be continued or we will have to go in a different direction.

### GROUP TRAVEL UPDATE / HISTORIC HOT SPRINGS LOOP

Go West Summit was held Feb 21st - 24th in Anchorage, Alaska. The Summit went very well - and Director prefers the format of this group travel show over NTA. The tour operators are seated and Suppliers go to their table for meetings. The Historic Hot Springs Loop was extremely well received - by Tour Operators and the Colorado Tourism Office staff in attendance. The loop was heavily promoted by Glenwood Springs, Ouray, Pagosa and CTO staff in all of our various appointments. This allowed Pagosa to be included in more appointments, beyond just our scheduled 30 appointments. During DMAI conference in NYC, Director also met with Laura Libby with Miles regarding landing page that is being built and will live on [colorado.com](http://colorado.com). Currently, the video is in production to highlight the loop. The video will be translated in

Japanese and Chinese. Specific requests from Tour Operators included sample itineraries and questions about how long the loop would take. The group will need to create options for 3, 5 and 7+ day itineraries. Suggested itineraries included soft adventure, spa-themed trip, heritage and foodie options.

As an immediate response to the loop, Essentially America magazine, a UK-based publication, has written an article featuring the loop in their next issue. Director met with editor during Go West and she had a writer on assignment in Colorado. She was very excited about the concept and was very interested in Pagosa Springs being included. The publication has featured Pagosa previously.

Additionally, Director attended a CTO-hosted media reception in Boulder on March 15th. The Denver Post is planning on sending Josh Berman on the loop this summer for an article series and AAA Encompass CO editor was very interested in featuring the loop in a future issue.

The Mountain Travel Symposium is the next event - focusing on winter group travel - a week-long event, held in Keystone, CO April 3rd - 8th. Appointment requests have been scheduled; Director is meeting with all of ski clubs / groups representing areas of TX, OK, AZ, NM, AK and many others. A full recap of the event will be provided during the April meeting. John Ricks with ATTA and representatives from Miles Media are also attending and have offered to help me make connections with groups and clubs that would be a good fit for Pagosa.

#### **SW TOURISM SUMMIT**

The SW Tourism Summit is scheduled for Wednesday, April 13th and Thursday, April 14th in Pagosa Springs. The Southwest Colorado Tourism Summit brings businesses, tourism and hospitality leaders from around Colorado to the southwest corner of the state, providing an opportunity for attendees to learn best practices, exchange ideas and create new partnerships. Now in its fifth year, the SW Colorado Tourism Summit appeals to tourism destination professionals and business owners who rely on tourism, offering educational workshops, expert keynote speakers and professional networking opportunities conveniently located in the Southwest region of the state. The 2016 conference includes multiple general sessions, sixteen breakout sessions and features a keynote address by the Director of the Colorado Tourism Office, Cathy Ritter, discussing Colorado's tourism industry. Breakout sessions are segmented into four tracks: Social Media, Marketing Best Practices & Storytelling, Group, International & Adventure Travel and Hospitality. An invitation only breakfast will be held with her on Friday, April 15th. More information can be found at [www.swtourismsummit.com](http://www.swtourismsummit.com). The final agenda has been included in the packet for review.

#### **CAST UPDATE**

Tourism Director attended CAST meeting on March 11th in Denver. The focus of the meeting was legislative, with Governor Hickenlooper as a speaker. CAST Director has confirmed that Pagosa Springs will host the October meeting. We will invite South Fork and Wolf Creek Ski Area to be a part of the presentations; South Fork is also a CAST member. This meeting should bring 40-50 attendees.

#### **CDT GATEWAY COMMUNITY**

Tourism Director met with Karla Roquemore, volunteer coordinator for CDT efforts in South Fork, on Mar 7th. We discussed potentially joining forces for the Trail Days event, along with Chama. The event could be rotated between the communities every 3 years, lessening the burden of volunteers in each community. It would also show a strong collaborative effort amongst the 3 towns. The Silver City, NM kick off event is April 15th-17th. Director may attend in order to learn more about the inaugural CDT event in order to help our region create a successful, recurring event. Given timing with SW Tourism Summit, travel will be tricky.

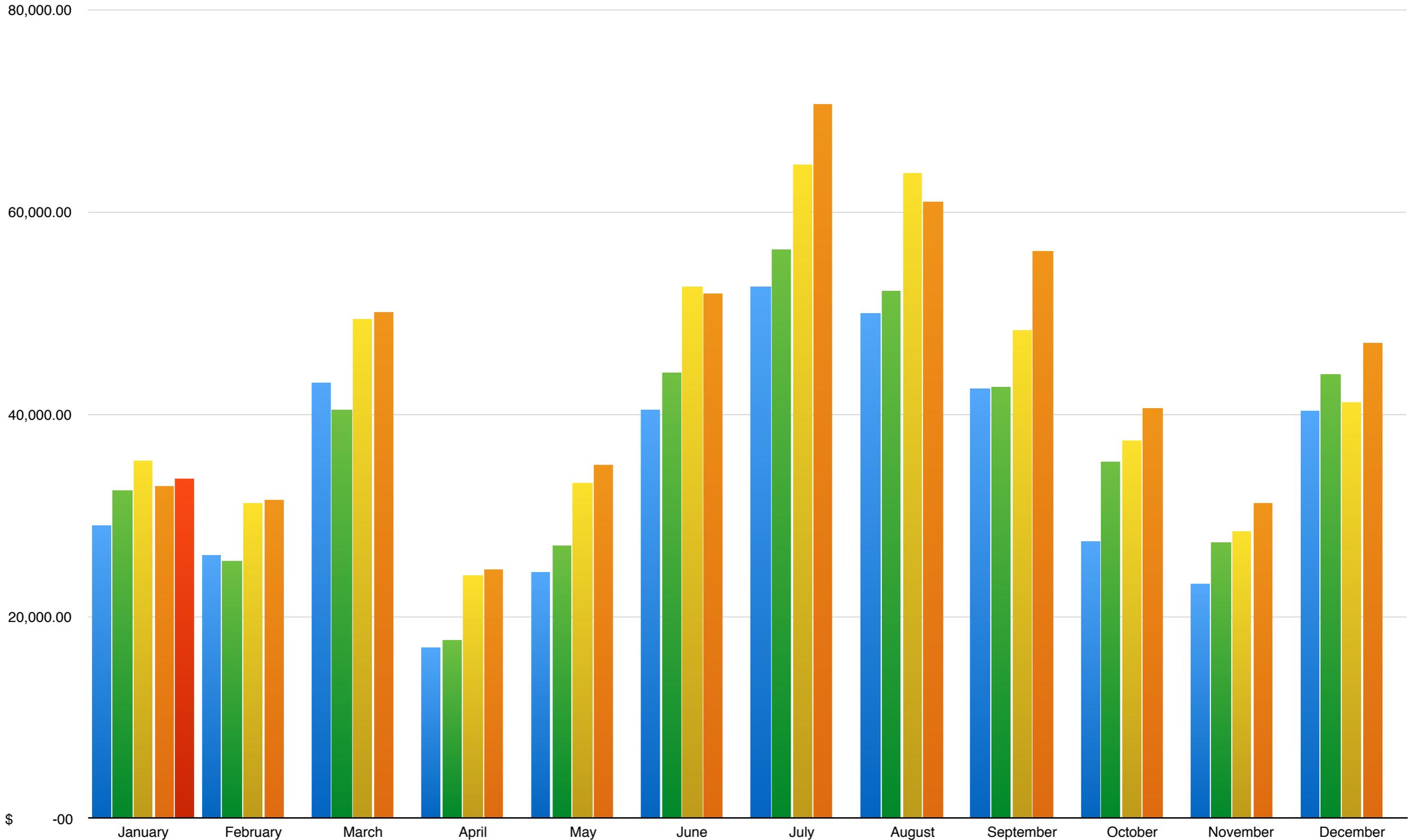


		2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	% Change
Q1	Town	\$76,963.56	\$71,762.00	\$73,513.78	\$84,183.98	\$86,118.70	\$97,953.00	\$98,393.62	\$116,010.30	\$114,311.00		
	County	NA	NA	NA	NA	NA	\$16,245.23	\$18,769.34	\$22,116.79	\$25,952.02		
	Combined	NA	NA	NA	NA	NA	\$114,198.23	\$117,162.96	\$138,127.09	<b>\$140,263.02</b>		
Q2	Town	\$68,272.65	\$60,817.00	\$69,757.11	\$74,353.26	\$74,679.71	\$81,703.10	\$88,697.87	\$109,904.75	\$111,564.00		
	County	NA	NA	NA	NA	NA	\$19,925.20	\$17,173.05	\$18,623.89	\$16,326.35		
	Combined	NA	NA	NA	NA	NA	\$101,628.30	\$105,870.92	<b>\$128,528.64</b>	<b>\$127,890.35</b>		
Q3	Town	\$115,838.05	\$115,148.75	\$128,042.61	\$134,978.55	\$146,280.99	\$145,020.43	\$150,988.63	\$176,699.10	\$187,849.00		
	County	NA	NA	NA	NA	NA	\$30,041.11	\$23,760.77	\$35,975.64	\$47,764.82		
	Combined	NA	NA	NA	NA	NA	\$175,061.54	\$174,749.40	<b>\$212,674.74</b>	<b>\$235,613.82</b>		
Q4	Town	\$71,782.55	\$70,208.15	\$81,036.85	\$90,403.58	\$100,134.59	\$91,007.94	\$106,521.65	\$106,843.65	\$122,745.00		
	County	NA	NA	NA	NA	NA	\$19,761.88	\$23,854.14	\$26,407.32	\$28,109.20		
	Combined	NA	NA	NA	NA	NA	\$110,769.82	\$130,375.79	<b>\$133,250.97</b>	<b>\$150,854.20</b>		
Totals	Town	\$332,856.81	\$317,935.90	\$352,350.35	\$383,919.37	\$407,213.99	\$415,684.47	\$444,601.77	\$509,457.80	\$536,469.00		
	County	\$73,813.73	\$75,544.09	\$72,878.61	\$72,890.39	\$80,211.79	\$85,973.42	\$83,557.30	\$103,123.64	\$118,152.39		
	Combined	\$406,670.54	\$393,479.99	\$425,228.96	\$456,809.76	\$487,425.78	\$501,657.89	\$528,159.07	\$612,581.44	\$654,621.39		
% Growth	Town	NA	-4.48%	10.82%	8.96%	6.07%	2.08%	6.96%	14.59%	NA		NA
	County	NA	2.34%	-3.53%	0.02%	10.04%	7.18%	-2.81%	23.42%	NA		NA
	Combined	NA	-3.24%	8.07%	7.43%	6.70%	2.92%	5.28%	15.98%	NA		NA

# Town Collections by Month

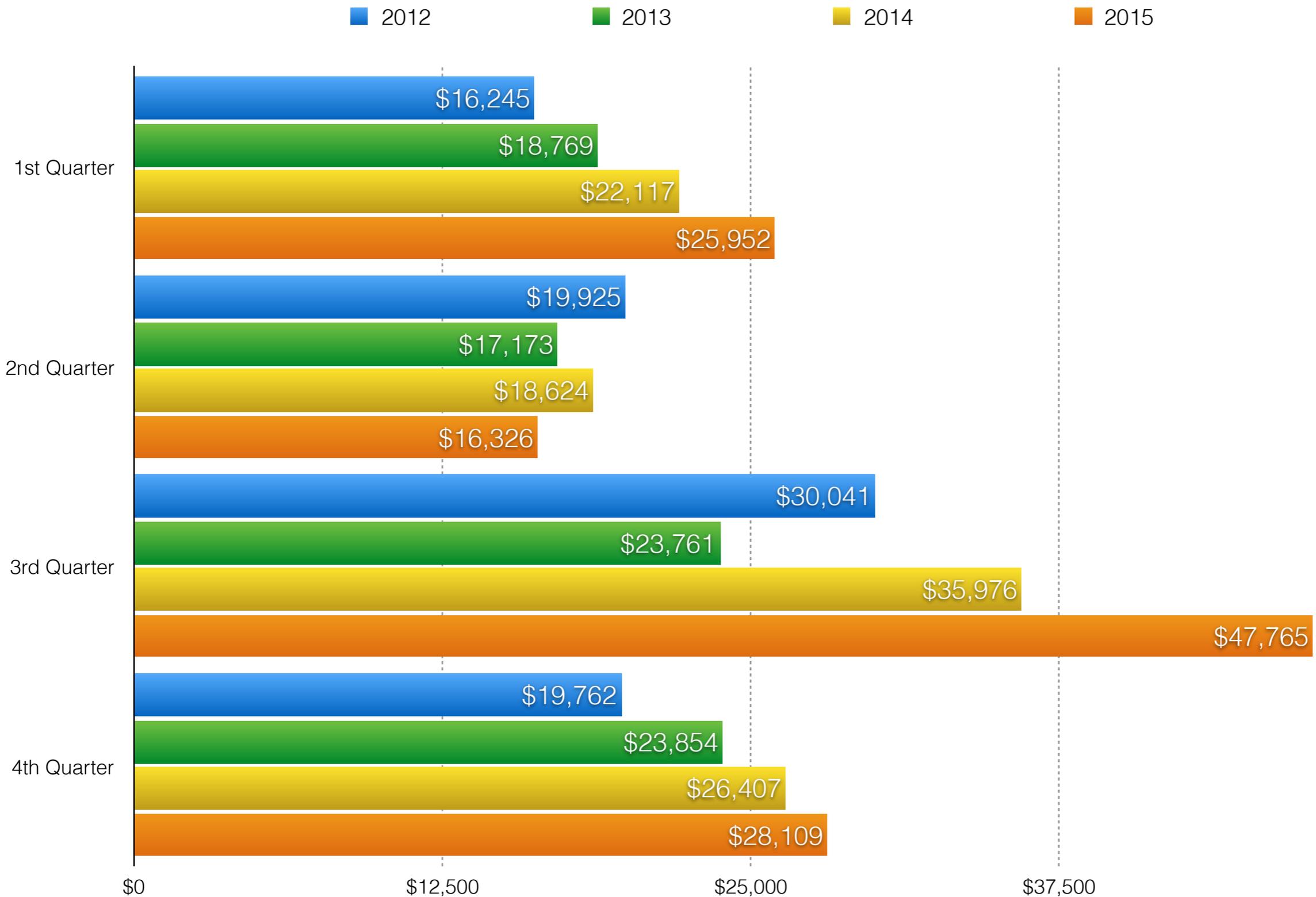
(2012 - 2016)

2012 2013 2014 2015 2016



# County Collections by Quarter

(2012 - 2015)

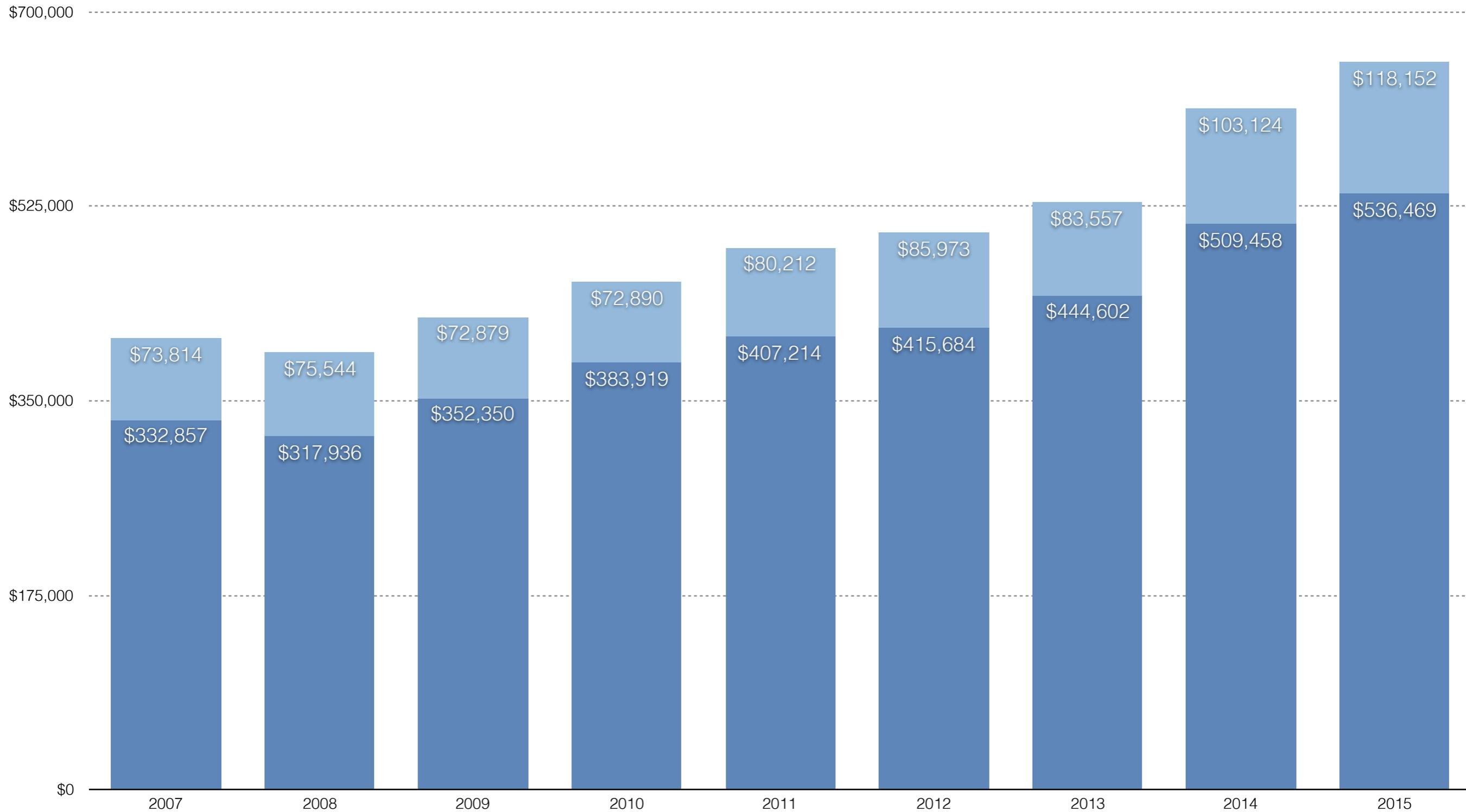


# Total Collections by Year

(2007 - 2015)

Town

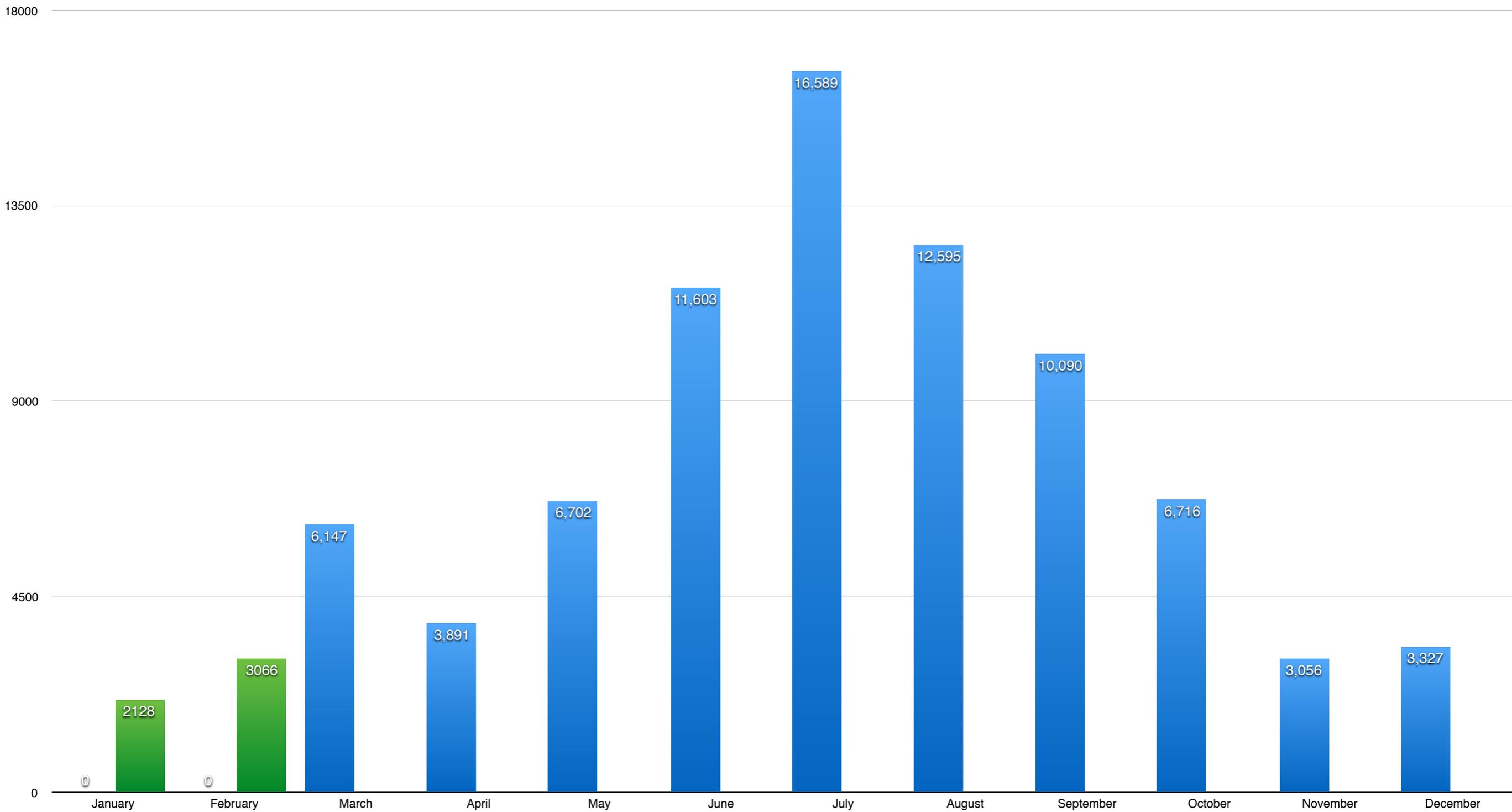
County



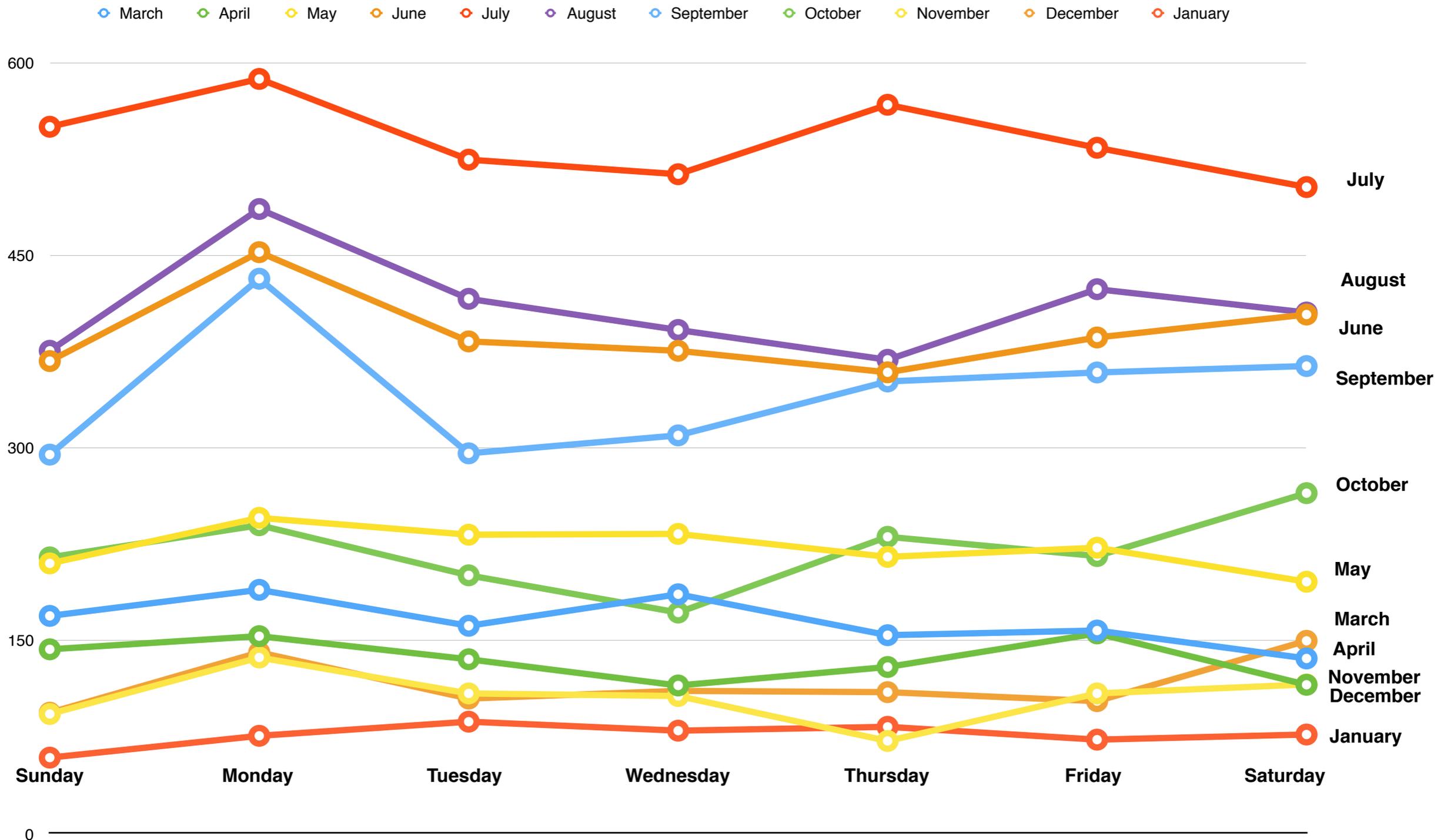
# Visitor Center Traffic

■ 2015 (Traffic less Chamber / Mtgs)

■ 2016 (Traffic less Chamber / Mtgs)

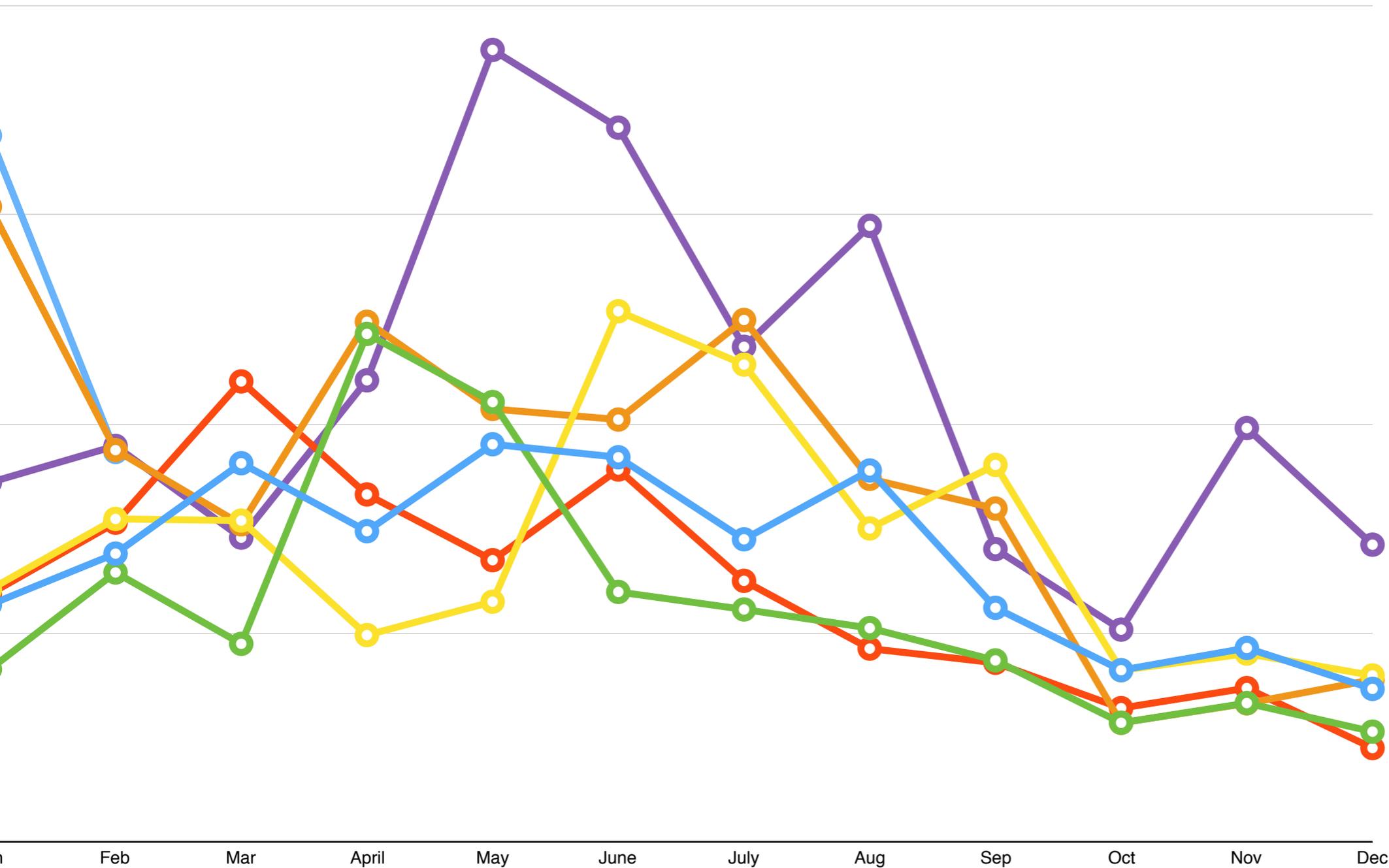


# Average Traffic by Day of Week / Per Month



# Vacation Planner Requests by Month

2010 2011 2012 2013 2014 2015 2016



	Total Leads
2010	28,659
2011	23,714
2012	29,871
2013	36,493
2014	25,475
2015	44,847
2016	9,183

# Total Lead Collection by Month

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
<b>2010</b>	1984	2413	3171	2601	3330	3221	2533	3110	1959	1436	1622	1279	28,659
<b>2011</b>	1443	2255	1657	4255	3684	2092	1945	1789	1518	995	1160	921	23,714
<b>2012</b>	2111	2704	2690	1730	2010	4445	3998	2624	3157	1435	1575	1392	29,871
<b>2013</b>	5322	3281	2658	4357	3626	3537	4372	3040	2791	995	1158	1356	36,493
<b>2014</b>	2,074	2,672	3,857	2,909	2,358	3,118	2,185	1,617	1,498	1,118	1286	783	25,475
<b>2015</b>	3,009	3,316	2,547	3,866	6,636	5,984	4,147	5,161	2,451	1,776	3,466	2,488	44,847
<b>2016</b>	5,816	3,265											9,183

# SW Tourism Summit

April 13th - 14th, 2016 SOUTHWEST COLORADO TOURISM SUMMIT

Pagosa Springs, Colorado

[www.swtourismsummit.com](http://www.swtourismsummit.com)

The Southwest Tourism Summit's purpose is to provide tourism-related businesses and marketing organizations with valuable knowledge in order to best showcase Colorado's southwest region and grow tourism business. Seminars, workshops and educational sessions focus on all aspects of tourism marketing and sales. Learn more about tourism trends, partnership opportunities, social media, marketing, public relations, agri-tourism, Internet technology, international markets, familiarization (FAM) tours, and much more! Social receptions and meals offer time to get to meet and network with other business leaders. The Summit brings together key tourism leaders representing the Colorado Tourism Office, Southwest Colorado Travel Region, Tour Colorado, and many more to share their knowledge at a multi-day educational conference.



## WEDNESDAY, APRIL 13th

	Noon-5:00PM	SW Tourism Summit Registration and attendee check in	Location: Ross Aragon Community Center - Lobby
Colorado Agritourism Association - Field Trip	12:00pm - 1:30pm	Agritourism Field Trip: Tour of the new Geothermal Greenhouse Initiative, Riff Raff Brewing using geothermal heat; Agritourism Session with Laura Grey (farmers market, Chimney Rock, farm to table, etc, etc); Box lunches provided	Location: Meet at Ross Aragon Community Center
General Session	1:45pm - 2:00pm	Pagosa Springs Welcome Presentation	Location: Ross Aragon Community Center - Multipurpose Room
General Session	2:00pm - 3:00pm	<b>100% Marketing and Advertising</b> Presented by: <i>Chris Adams, Director of Research &amp; Online Marketing, Miles</i> The 8 essential best practices of successful tourism marketers. This information packed, practical session distills down the latest research, analytics and results from successful tourism marketers across the US and around the world. Focusing on 8 critical marketing areas (a number of which cost little or nothing) Chris highlights the skills, tools and tips of successful tourism marketing in 2016. Don't miss this must see session! Chris Adams has spent the last 20+ years as a tourism marketing expert in Colorado, New Zealand, Australia and the UK. Chris for the last 10 years has been Head of Research and Insights at Miles – the official website and visitor guide publisher for the Colorado Tourism Office. Prior to joining Miles he was involved in a successful Internet startup in Boulder, Colorado and worked as the CEO of a New Zealand CVB and international tourism and media in the South Pacific and UK.	Location: Ross Aragon Community Center - Multipurpose Room
General Session	3:15pm - 4:15pm	<b>Adventure Travel &amp; Colorado: A Perfect Match</b> Adventure travel is one of the largest and fastest growing segments in the worldwide travel economy. Gain a better understanding of the definition of adventure travel, explore current trends, take a deep dig into consumer adventure segments and learn about the results of a recent study conducted by the Adventure Travel Trade Association (ATTA) and Outside Magazine that illustrates the great potential for guided adventure tours in Colorado. Join a team from the ATTA – Hilary Lewkowitz and John Ricks – to learn more about ATTA and its role in building out adventure travel in North America.	Location: Ross Aragon Community Center - Multipurpose Room

<b>General Session</b>	<b>4:30pm - 5:30pm</b>	<b>SBDC Presentation</b> - Kelly Manning, State Director of Colorado Small Business Development Center; Kelly Manning oversees the operational management, strategic planning and financial planning of the Colorado SBDC Network, a \$3.5 million federal- and state-funded program. Under Manning's leadership and ability to manage change, the Colorado SBDC has successfully increased the assistance of jobs created/retained by 800 percent; increased capital formation obtained by clients by 275 percent; and increased the return on investment by more than 50 percent, proving the successfulness of Manning's ability to align her continually changing goals with statewide strategies.	<b>Location: Ross Aragon Community Center - Multipurpose Room</b>
<b>Networking</b>	<b>5:45pm - 7:00pm</b>	Welcome Reception and Meet and Greet of Colorado Tourism Office Staff at Pagosa Springs Center for the Arts - Join us for an evening of fun, highlighted with local foods and beers, as well as entertainment from the amazing talent at the Center for the Arts.- 5:30pm - 7:30pm. Shuttles will be provided from Ross Aragon Community Center to the event venue.	Location: Pagosa Springs Center for the Arts 2313 Eagle Dr
	<b>7:00 PM</b>	Dinner on own. Explore Pagosa Springs. Enjoy restaurant and local spirits.	Location: Pagosa Springs
<b>THURSDAY, APRIL 14th</b>			
	7:30 AM - 11:00 AM	Registration Open	<b>Location: Ross Aragon Community Center - Lobby</b>
	8:00 AM	Breakfast	<b>Location: Ross Aragon Community Center - Multipurpose Room</b>
<b>General Session</b>	8:30am - 8:45am	Welcome	<b>Location: Ross Aragon Community Center - Multipurpose Room</b>
<b>General Session</b>	9:00am - 10:00am	<b>State and Regional Tourism Power Hour:</b> Learn about partnership opportunities with Tour Colorado Association, Grand Circle, Four Corners Film Office	<b>Location: Ross Aragon Community Center - Multipurpose Room</b>
<b>General Session</b>	10:00am - 10:30am	<b>Overview of Heritage and Agritourism:</b> Laura Grey	<b>Location: Ross Aragon Community Center - Multipurpose Room</b>
<b>Breakout Education &amp; Workshop Session I</b>	10:45am - 11:45am	<b>Social Media Track: <i>Understanding Paid Social Media and how to use it</i></b> Presented by: Dave Fluegge, Colorado Tourism Office	Location: TBD
<b>Breakout Education &amp; Workshop Session I</b>	10:45am - 11:45am	<b>Marketing Best Practices &amp; Storytelling Track: <i>So you want Media Coverage</i></b> – How to tell your story. Presented by: Warren Miller Films & Entertainment	Location: TBD
<b>Breakout Education &amp; Workshop Session I</b>	10:45am - 11:45am	<b>Group, International &amp; Adventure Travel Track: <i>Part 1 of Adventure Travel and Local DMOs: Building Beneficial Relationships</i></b> Role up your sleeves and join in a hands-on workshop designed to demonstrate the importance of outfitters/guides and local destination marketing organizations (DMOs) working closely together to showcase an area. Identify and discuss mutual benefits including the ability to build multi-day stays, improving and expanding the visitor experience by knitting together various destination offerings and providing an immersion into the fabric and character of an area through engaging the knowledge of local guides. Presented by: <i>The Adventure Travel Trade Association team of Hilary Lewkowitz and John Ricks will guide this journey</i>	Location: TBD
<b>Breakout Education &amp; Workshop Session I</b>	10:45am - 11:45am	<b>Hospitality Track: <i>Creating a Culture of Extraordinary Service</i></b> – presented by Colorado Hotel Association	Location: TBD
<b>General Session</b>	12:00pm - 12:30pm	<b>Buffet Lunch</b>	<b>Location: Ross Aragon Community Center - Multipurpose Room</b>
<b>General Session</b>	12:30pm - 1:15pm	Lunch and Keynote Address and Special Presentation by Cathy Ritter, Director, Colorado Tourism Office	<b>Location: Ross Aragon Community Center - Multipurpose Room</b>
<b>Breakout Education &amp; Workshop Session II</b>	1:30pm - 2:30pm	<b>Social Media Track: <i>Integrating Social Media Across Platforms</i></b> How to take the best of social and use it everywhere to convert travelers. Learn how the web, email, leads and print can leverage your social media content. Presented by: RA Burrell, Tourism Intelligence Group	Location: TBD

Breakout Education & Workshop Session II	1:30pm - 2:30pm	<b>Marketing Best Practices &amp; Storytelling Track:</b> <u>Part one of Interactive Boot Camp: 100% Marketing and Advertising</u> Hands on, Interactive Workshop. Join Chris Adams for a hands on, interactive workshop to learn the specific and practical steps in successful tourism marketing. Using the 8 marketing best practices, Chris will provide a deeper dive into the tools and approaches that drive marketing success including highlighting the 10 essential and easy to use	Location: TBD
Breakout Education & Workshop Session II	1:30pm - 2:30pm	<b>Group, International &amp; Adventure Travel Track:</b> Learn from the CTO about International travel segments Presented by Colorado Tourism Office and / or Michael Driver, Director of International Marketing & PR, Colorado Tourism Office. Barb Bowman, Grand Junction CVB & CTO Board Member	Location: TBD
Breakout Education & Workshop Session II	1:30pm - 2:30pm	<b>Hospitality Track:</b> <u>The Certified Tourism Ambassador Program: Front-line Tourism &amp; Hospitality Training – Enhancing the Visitor Experience</u> Administered through the Tourism Ambassador Institute, a subsidiary of Mickey Schaefer & Associates LLC, the Certified Tourism Ambassador™ Program is a certification	Location: TBD
Breakout Education & Workshop Session III	2:45pm - 3:45pm	<b>Social Media Track:</b> <u>The Power of Video Production</u> Video can be captured in a variety of formats in today's day and age. Discover why paying for video can catapult your brand / business to the next level. Presented by: Anton Fresco, Videographer XX, President of the CFVA (Colorado Film and Video Association)	Location: TBD
Breakout Education & Workshop Session III	2:45pm - 3:45pm	<b>Marketing Best Practices &amp; Storytelling Track:</b> <u>Part two of Interactive Boot Camp: 100% Marketing and Advertising</u> <u>Continuation of Hands on, Interactive Workshop with Chris Adams</u>	Location: TBD
Breakout Education & Workshop Session III	2:45pm - 3:45pm	<b>Group, International &amp; Adventure Travel Track:</b> Want to increase your business up to 600 people a season? Packaged travel may be for your business – Southwest Adventure Tours and Tour Colorado; Jason Murray, Owner Southwest Adventure Tours and Tour Colorado Association	Location: TBD
Breakout Education & Workshop Session III	2:45pm - 3:45pm	<b>Hospitality Track:</b> We love FAMs and why your business should too – Don't know what FAM is? This workshop is for you. Presented by the Colorado Tourism Office	Location: TBD
Breakout Education & Workshop Session IV	4:00pm - 5:00pm	<b>Social Media Track:</b> <u>Social Media &amp; Event Promotion</u> This session will review collaborations, marketing, the importance of good event photos in promoting events and festivals. Social media is a critical component to successful event promotions. Learn best practices from an industry expert. Presented by: Heidi Kerr-Schlaefer	Location: TBD
Breakout Education & Workshop Session IV	4:00pm - 5:00pm	<b>Marketing Best Practices &amp; Storytelling Track:</b> How the Colorado Tourism Office works for you and how this benefits your businesses – some things can be free - presented by CTO Staff / Miles	Location: TBD
Breakout Education & Workshop Session IV	4:00pm - 5:00pm	<b>Group, International &amp; Adventure Travel Track:</b> Working with International Travelers: Review data on current trends to SW CO with the International market. This session will answer the following: (1) What are the motivations for international travelers to visit SW Colorado (2) Trends in international travel (3) How to partner together in SW tCO o bring the most attention for international visitors Presented by: Florian Hermann, CEO HMS Global	Location: TBD
Breakout Education & Workshop Session IV	4:00pm - 5:00pm	<b>Group, International &amp; Adventure Travel Track:</b> <u>Part 2 of Adventure Travel and Local DMOs: Building Beneficial Relationships</u> Role up your sleeves and join in a hands-on workshop designed to demonstrate the importance of outfitters/guides and local destination marketing organizations (DMOs) working closely together to showcase an area. Identify and discuss mutual benefits including the ability to build multi-day stays, improving and expanding the visitor experience by knitting together various destination offerings and providing an immersion	Location: TBD
Networking	5:15 pm - 6:45pm	CLOSING RECEPTION: Celebration of Pagosa Springs, Hosted by Visit Pagosa Springs	Location: TBD

	<i>Dinner on own</i>	Explore Pagosa Springs. Enjoy restaurant and local spirits.	
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# DRAFT Minutes

## Pagosa Springs Area Tourism Board

Tuesday, March 8th, 2016

Pagosa Springs Visitor Center

4 pm

Meeting called by: CK Patel

Attendees: Voting Members; CK Patel, Steve Wadley, Larry Fisher, Stephen Durham, Steve McKain, Criselda Montoya, Jon Johnson

Absences: Nick Tallent

Non Voting Attendees; Jennifer Green

Please review: February Meeting Minutes

Please bring: Agenda, Committee reports

1. Call to Order
2. Determination Of Quorum (5)
3. Approval of Minutes – February
  - a. Jon Johnson motioned to approve February minutes, Steve McKain seconded, all approved
4. Chair Report
  - a. CDOT Review of Signage – Rick Routh
    1. Traffic engineer with CDOT; works with 26 towns
    2. Rick attended to help Board understand rules and regulations for signage in and around town, after the Board had inquired on additional options for proposed Chimney Rock sign
    3. Ultimately sign decisions are based on federal regulations on outdoor advertising
    4. TODS program – determined by each state; blue signs for tourism related businesses that are not on main highways
    5. Billboards require a permit and existing billboards have largely been grandfathered in Wayfinding / Signage implementation

cannot be in CDOT right away, as CDOT is liable for any issues (traffic, accidents, etc)

6. Wayfinding signs cannot advertise businesses, directional signage must be generic

b. Board positions

1. Lodging Seat – Matt Sprowls held seat; CK to request nomination from Lodging Association
2. Chamber of Commerce Seat – Director to reach out to the Chamber – Jon Johnson is currently on the Chamber Board and an at large member of the Tourism Board
3. Board of Realtors Seat – Director to reach out to Board of Realtors for a nomination for their open seat

5. Tourism Director Report – Jennie Green

a. Go West Recap

1. Go West Summit was held Feb 21st – 24th in Anchorage, Alaska. The Summit went very well – and Director prefers the format of this group travel show over NTA. The tour operators are seated and Suppliers go to their table for meetings. The Historic Hot Springs Loop was extremely well received – by Tour Operators and the Colorado Tourism Office staff in attendance. The loop was heavily promoted by Glenwood Springs, Ouray, Pagosa and CTO staff in all of our various appointments. This allowed Pagosa to be included in more appointments, beyond just our scheduled 30 appointments.

b. Website Update

1. Jennie Green provided an update. As reported previously, an RFP was issued in January to develop a responsive site, due to current vendor's continuous delays and excuses. 9 responses were received – with cost estimates ranging significantly between \$30,000 and \$80,000. A week prior to the RFP deadline, the current website vendor suddenly showed progress and became available to meet with Director during recent trip to NYC for DMAI Marketing Innovation Summit.
2. If staff can keep current vendor on track for launch of responsive site, it presents the best option. Director met with vendor in NYC for 3 hours and reviewed recent progress, areas where content can be added into CMS and discussed timeline to launch. Updates will be provided as the project continues. Website vendor has been warned that progress needs to be continued or we will have to go in a different direction.

c. SW Tourism Summit

1. The SW Tourism Summit is scheduled for Wednesday, April 13th and Thursday, April 14th in Pagosa Springs. The agenda is being finalized. Registration will open up this week. Working with the Summit leadership has been slightly challenging in order to make the agenda more fitting for Pagosa Springs and our focus. The latest agenda has been included in packet. Director is pushing for inclusion of meaningful marketing and adventure travel segments. Summit leadership wants mostly group travel and agritourism sessions, which has been consistent topics for the last 4 Summits.

d. CDT Update

1. Tourism Director met with Karla Roquemore, volunteer coordinator for CDT efforts in South Fork, on Mar 7th. We discussed potentially joining forces for the Trail Days event, along with Chama. The event could be rotated between the communities every 3 years, lessening the burden of volunteers in each community. It would also show a strong collaborative effort amongst the 3 towns. The Silver City, NM kick off event is April 15th-17th. Director may attend in order to learn more about the inaugural CDT event in order to help our region create a successful, recurring event.
2. Both Larry Fisher and Stephen Durham expressed interested in joining Jennie on the trip (15 hours of driving) to Silver City

6. Treasurers Report – Nick Tallent

a. Monthly Town Lodging Receipts report – Update

1. January 2016 showed a 2.44% increase over 2015, or an increase \$801.00, with a few payments still outstanding. January 2014 still remains the strongest Jan on record. 2015 year to date collections ended 5.3% up compared to 2014, or an increase of \$27,011.20. 2015 represented the strongest year of collections on record, despite a 15% – 20% reduction in available inventory during most of 2015.

7. Subcommittee Reports

a. Budget

1. No update

b. Marketing

i. Hot Springs Loop

- a. Currently, the landing page on [colorado.com](http://colorado.com) is in development and the video is in production to highlight the loop. The video will be translated in Japanese and Chinese.

- b. Specific requests from Tour Operators included sample itineraries and questions about how long the loop would take. The group will need to create options for 3, 5 and 7+ day itineraries. Suggested itineraries included soft adventure,spa-themed trip, heritage and foodie options.
    - c. As an immediate response to the loop, Essentially America magazine, a UK-based publication, has written an article featuring the loop in their next issue. Director met with editor during Go West and she had a writer on assignment in Colorado. She was very excited about the concept and was very interested in Pagosa Springs being included.
  - ii. Marketing Innovation Summit
    - a. The Summit was held in NYC March 2nd-4th; break out sessions were interesting, as they allowed peer collaboration. One interesting element was the direction of DMO websites. With so many booking options available now, many DMOs are discontinuing booking engines and refocusing purpose of DMO site. Length of time spent on sites was also discussed, given that mobile users may simply be looking up for one answer and not spending much time on site. Others pointed out their sites were used mostly for event information.
- c. Events & Infrastructure – Larry Fisher
  - i. Update on climbing / bouldering rocks in town parks
    - a. Jennie reached out to Dustin English with Voormi to check his schedule on meeting with the newly formed subcommittee
    - b. Jennie to work with subcommittee members to determine dates that will work; doodle poll will be sent out once possible dates with varying scheduled are identified
  - ii. Infrastructure request – Wolf Creek Trailblazers
    - a. Wolf Creek Trailblazers stopped by the visitor center recently to inquire about funding; they did not apply or respond to email inquiries during the funding cycle
    - b. Larry Fisher motioned to allow Wolf Creek Trailblazers to apply, Steve McKain seconded, all approved
- d. Wayfinding and Signage – Steve McKain / Jon Johnson
  - i. Chimney Rock CDOT sign on Hwy 84
    - 1. Group discussed request from Chimney Rock, following discussion with Rick Routh

2. Jon motioned to split cost the cost of the sign with CRIA, Stephen Durham seconded, all approved

ii. Update on various projects

1. Meeting to discuss 2016 projects tentatively scheduled for Wed, Mar 16th at 3pm; Jennie to send email to larger group to confirm

e. Visitor Center

i. Chamber Members in Lobby – non tourism–related businesses

1. Group discussed ongoing issue raised by Chamber staff requesting non–tourism related business brochures be placed in the lobby, as it is listed as a member benefit on the Chamber website
2. Group discussed concerns with lodging properties that were Chamber members but not paying lodging tax as a concern, the group also discussed that funding for visitor center operations was derived from tourism specifically
3. Stephen Durham motioned that only tourism related brochures would be allowed in the visitor center lobby, however the Chamber can utilize the hallway wall (along kitchen where Chamber bulletin board is located) to place non–tourism related businesses at their discretion and oversight, Steve McKain seconded, all approved

f. Tax Compliance

i. Update

1. County monitoring tax rolls to determine new remittances so that commissions can be paid on new remittances, according to contract with MuniRevs

8. Old Business

- a. No new business

9. New Business

- a. Public Comment

i. No public comment

b. Tourism Board Ideas and Comments

- i. Jennie provided one additional update; she presented during County Commissioner meeting on Tuesday, March 8th to provide quarterly update to the BoCC. Overall, the County Commissioners expressed

their satisfaction with the combined Town and County efforts to promote tourism and were pleased with progress and collaboration

10. Adjournment

- a. Jon Johnson motioned to adjourn, Steve McKain seconded, all approved



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL:IV

PAGOSA SPRINGS TOWN COUNCIL  
MARCH 24, 2016

FROM: ZACH RICHARDSON, DEPARTMENT OF BUILDING & FIRE SAFETY

**PROJECT: DEPARTMENT REPORT**  
**ACTION: UPDATE AND DISCUSSION**

**BUILDING/FIRE INSPECTOR:**

Jonathan Roberts hit the ground running as the newly hired Building and Fire Inspector as he attended a three-day class in Colorado Springs preparing for his Fire Inspector I certification. He also attended the week-long conference in Denver and participated in numerous International Code Council building and fire courses.

**COMMERCIAL BUILDING ACTIVITY:**

**Walmart** received an additional extension on its temporary Certificate of Occupancy (CO) for 120 days; expires 4/17/16. Prior to issuance of a final CO, the following issues shall be completed: landscaping and parking lot lighting.

Commercial Tenant Improvement permits were issued to **Citizens Bank, High Country Title and the Pagosa Springs Medial Center** for interior remodeling.

**Upper San Juan Hospital District** received a building permit for the addition to the hospital – the project is valued at nearly \$7.8 million with building, plan and impact fees waived by the Town Council during its August 4, 2015 meeting.

**BUILDING PROJECTS:**

The Department issued the following building permits:

	<b>JANUARY 2016</b>	<b>FEBRUARY 2016</b>	<b>YEAR TO DATE</b>
Commercial - Addition	0	1	1
Commercial – Improvement	3	0	3
Commercial – New	0	0	0
Misc-Accessory Structures	0	0	0
Residential – Addition	0	1	1
Residential – Improvement	0	0	0
Residential – New	0	0	0
Permits Issued	3	2	5
Total Project Valuation:	\$86,700	\$7,788,999	\$7,875,699

As of this report, the Department has 110 active building permits.

**BUILDING DEPARTMENT TRAINING AND CONTINUED EDUCATION:**

As noted above Jonathan Roberts attended a three-day class in February preparing for the Fire Inspector I certification and also attended the annual weeklong International Code Council educational institute the first week of March. Zach Richardson is currently attending a two-week training in Washington for building and fire investigation.

**BUILDING INFRACTIONS:**

**Legal Issues:** The Department continues to work with legal counsel to follow-up on building code violations. Most recent issue was a report from neighboring business owners and tenants about odors emitting from a nail salon. The owners have been contacted and the Department is awaiting a response/compliance.

**BUILDING COMMITTEE:**

The Building Committee and sub-committees continue to meet on a regular basis to review the significant changes between the current and 2015 building and fire codes. Local engineers and architects are voluntarily reviewing other related codes as well.



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL:IV

PAGOSA SPRINGS TOWN COUNCIL  
MARCH 24, 2016

FROM: CANDACE DZIELAK, COURT ADMINISTRATOR

**PROJECT: MUNICIPAL COURT, DEPARTMENT REPORT**  
**ACTION: UPDATE**

**IN-COURT ACTIVITY UPDATE AND SUPERVISION CASELOAD UPDATE**

**COURT SESSIONS** ~ Five (5) court sessions were conducted in February 2016.

Pagosa Springs Municipal Court February 2016 Case Characteristics				Pagosa Springs Municipal Court Current Supervision Caseload March 15 , 2016		
Total Cases Docketed	74				Total	% of Caseload
Traffic	18			Cases Under Supervision	80	—
Adults		16		Juveniles	16	20.00%
Juveniles		2		Adults	64	80.00%
Criminal	56			Males	54	67.50%
Adults		32		Females	26	32.50%
Juveniles		24		<b>TOTAL WORKLOAD UNITS</b>	<b>181.48</b>	

**CONTINUING EDUCATION**

Deputy Court Clerk, Amber Johnson, successfully completed the Court Basics I course on February 26, 2016. The course, facilitated by the Colorado Association for Municipal Court Administration (CAMCA), familiarized students with court jurisdictions, the Colorado Records Act, and Colorado Department of Motor Vehicle procedures as they relate to criminal and traffic matters adjudicated in Municipal Court.

**2016 COURT BUDGET**

To date, in 2016, expenditures in line item 10-48-123, Prisoner Cost, are greater than anticipated. This is due to the increased transportation costs imposed, as Archuleta County Detention Officers transport Municipal inmates to the La Plata County Jail. I will alert the Council if a budget amendment is necessary to accommodate the new dynamic of prisoner care being performed by La Plata County.



# AGENDA DOCUMENTATION

## REPORT TO COUNCIL

PAGOSA SPRINGS TOWN COUNCIL  
March 24, 2016

FROM: DARREN LEWIS, PARKS & RECREATION DIRECTOR

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**PROJECT: COMMUNITY CENTER AND PARKS AND RECREATION DEPARTMENT REPORT**

**ACTION: UPDATE**

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### PARKS AND RECREATION COMMISSION UPDATE

There was no meeting held in March. The next meeting is scheduled for April 12<sup>th</sup>, 2016

### RECREATION PROGRAMS UPDATE

Youth Basketball 9-12 finished March 9<sup>th</sup>.

Youth Volleyball 9-12 started March 7<sup>th</sup> and will end April 28<sup>th</sup>.

Tee-Ball registration will start March 14<sup>th</sup>.

Brianna Bryant, Recreation Coordinator, will be introducing a new recreation program for adults in May. The new program will be adult soccer and registrations will begin March 14<sup>th</sup>.

One new truck was purchased for Recreation Department and Community Center. This was a 2016 budgeted item.

### PARKS UPDATE

Yamaguchi Park picnic table installed in new landscaped area along with irrigation and mulch.

Yamaguchi Park playground area mulched.

Five new trash cans and five new grills ordered for our parks.

Parks Dept. placed order for new mower that was budgeted for 2016.

Seasonal add for summer staff was placed in paper on March 10<sup>th</sup>.

RFP for skate bowl at Yamaguchi Park will be posted this month.

RFP is being worked on for repaving river walk project at River Center.

Finalizing plans for bathroom at Centennial Park.

Wind harp, donated by Ross Barrable, will be installed Tuesday, March 22<sup>nd</sup>, 10 a.m. on the pedestrian bridge

### Community Center

There has been continued success having the Community Center open on Saturday. This will continue through April and will be reevaluated for summer.

The exercise room will be started April 4<sup>th</sup>. Grace Church was given 30 day notice on March 2<sup>nd</sup> in regards to the east tile room no longer being available.

On March 10<sup>th</sup> Traci Bishop and I received the \$5000 check from the El Pomar Foundation for our summer youth program.

An add went in the paper on March 10<sup>th</sup> for staffing for the summer youth program.

The child care license for the summer youth program was mailed March 11<sup>th</sup>.

On March 21<sup>st</sup> Traci Bishop and I will be presenting to LPEA Round-Up Foundation Board in Durango for potential funding for our summer youth program.

By April 15<sup>th</sup> a total of five new programs for this year will have been introduced at the Community Center.

- I am really proud of staff in all three departments for their efforts.



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL: IV

PAGOSA SPRINGS TOWN COUNCIL

MARCH 24, 2016

FROM: JAMES DICKHOFF, PLANNING DIRECTOR

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**PROJECT: PLANNING DEPARTMENT REPORT**

**ACTION: UPDATE AND DISCUSSION**

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### HISTORIC PRESERVATION BOARD (HPB) UPDATE

HPB meeting minutes from February 24, 2016 are **attached**.

The March 03, 2016 meeting was cancelled due to a lack of a quorum.

The HPB is currently finalizing a list of area Historic Preservation Month Activities and Events that include activities hosted by the HPB. The tentative schedule is **attached**. The HPB will also be distributing a survey within the Historic District regarding sandwich board signs in the near future.

The next regular HPB meeting will be held on April 13, 2016 at 5:45 pm in Town Hall.

### PLANNING COMMISSION (PC) UPDATE

Meeting minutes from February 9, 2016 are **attached**.

The PC meeting on March 22, 2016 was cancelled due to an applicant postponing their Major Design Review application submittal, which is now scheduled for April 12<sup>th</sup>.

The Next Regularly scheduled PC meeting will be conducted on April 12th at 5:30pm in Town Hall.

### TWO RIVERS GRAVEL PIT

Archuleta County is considering an application for a proposed gravel pit operation 14 miles south on Trujillo Road. The Planning Director has identified a number of issues related to increased heavy truck traffic in residential districts, pedestrian safety and impacts to our Town road infrastructure. The Planning Director has met with the applicant County Planning Department to discuss refining the traffic projects and delivery routes based on delivery zones within our community, as a means to better understand the proposed traffic impacts and to consider an equitable route selection through the community. Town's Legal Counsel has identified potential means of ensuring the town has some sort of financial remediation for damage caused by the proposed increased traffic on Town Roads. Options will come to Town Council in the future for consideration.

### WAL- MART

Public Notification has been published for an Appeals Hearing from Wal-Mart on April 14, 2016 at 6pm in Town Hall, regarding the planning directors determination regarding the parking lot lights not complying with town codes. Wal-Mart has stated they are in the process of designing and manufacturing shields for the parking lot lights, and the planning director has received some shielding design and opportunities to provide comments regarding such designs.

### RUMBAUGH CREEK BRIDGE UPDATE

We have received the signed grant contract awarding the town \$166,000. The RFP is being drafted for the restoration of the bridge in 2016. The Design is being created by the Collaborative, Inc for the restoration and environmental assessments are being conducted soon.



**TOWN OF PAGOSA SPRINGS**  
**Historic Preservation Board**  
Regularly Scheduled Meeting Agenda  
Wednesday, February 24, 2016 @ 5:45p.m.  
Town Hall, 551 Hot Springs Blvd.

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**I. Call to Order / Roll Call:**

Chair Peggy Bergon called the meeting to order at 5:48 PM. In attendance were vice chair Lindsey Smith, regular members Chrissy Karas, Judy James, and Andre Redstone. Also in attendance were Planning Director James Dickhoff and Associate Planner Rachel Novak.

**II. Announcements:**

Peggy Bergon thanks the Board for allowing her to become the chairperson. Says that the Board is very busy and the meetings need to be more structured and stay on tract. Peggy Bergon believes that the Board will be more structure and follow "Robert's Rule." The chair can make motions, second motions, and vote. All conversations need to be focused and each member has 30 seconds at a time (twice only) to talk about an issue. The member that makes a motion has the right to first discuss it and other members can follow. Motions should be brief and the meeting should continue quickly. At the end of a meeting where members can present ideas, there will be no discussions on presented ideas. These ideas will be added to the next meeting's agendas. The meeting will end at 7:15 PM and from hence forward the Chair will declare an ending time instead of a beginning time. Chair Peggy Bergon is not supportive of undeclared meeting attendees. If guests are invited to meetings the Chair would like to know when they will be attending a particular meeting. Members can only speak once the Chair gives that member the floor.

**III. Approval of Minutes:**

*Approval of the February 10, 2016 HPB Regularly Scheduled Meeting Minutes:*  
Chair Peggy Bergon approves minutes as presented.

**IV. Public Comment: None Received**

**V. Decision Items:**

**A. 125<sup>th</sup> Anniversary celebrations and Historic Preservation Month activities:**

Chair Peggy Bergon moves to approve the movie "Into the West" as this year's movie to present. Judy James seconds this decision. Unanimously approved. Peggy Bergon moves to continue the walking tours this year, not only for the month of May, but other dates as well. Staff will look into communication devices for these tours as Main Street is very busy and can get quite loud. Peggy Bergon would like to move the rest of this discussion until the next meeting date. Judy James moves to approve the lecture series. Peggy Bergon suggests a logging lecture series as logging was a huge part of Pagosa's history. Peggy Bergon second's this and decides to table this discussion until next meeting. The Board suggests Riff Raff as a possible location for a lecture series. The Student Poster Contest will be contacted through the schools and Andre Redstone will talk to Principal's and art teachers. Peggy Bergon would like to discuss the idea of printing on banners. Staff has provided price quotes for printed banners. Staff will research local options for possible printing alternatives (Design a Sign and Trish Lash). Peggy Bergon moves to approve the contest question and

statement. The Board moves to approve the combination question on the Banner Design Contest handout. Unanimously approved. Lindsey Smith suggests that 3 weeks may not be enough time for the contest and for the children to get their designs together. Chrissy Karas moves to approve the contest for March 28- April 22. Judy James second's. Unanimously approved. Chrissy Karas moves to discuss an adult poster contest. Judy James second's and the floor is open to discussion. Chrissy Karas suggests that the prize should be greater for an adult category. Peggy Bergon asks who will judge the artwork for this category: possibly local artists, the Board, or other sources. Chrissy Karas suggests other banner locations around Pagosa Springs. Peggy Bergon suggests tabling the discussion for the adult poster contest. Peggy Bergon asks for any more comments. Chrissy Karas amends the motion to discuss the adult banner contest until the next meeting. Judy James second's. Unanimously approved. Peggy Bergon asks for more comments. None received.

**B. *Sandwich Board Sign Survey:***

Staff would like to have feedback provided over newsletter content. Chrissy Karas moves to discuss the content over email. Lindsey Smith second's. Unanimously approved. Peggy Bergon questions the tree planter beds on question 6 of the survey. Planning Director James Dickhoff says that there may be underground utilities underneath. Chrissy Karas states that there is a local group that plants flowers every year in the tree planters. Chrissy Karas also states that the sandwich board signs are getting busy and a larger problem. Planning Director James Dickhoff says that the district is interested in wider sidewalks and removing the planters would cause the trees to be planted deeper. However, wider sidewalks could open many possibilities. Judy James states that Durango has sandwich board signs in their storefronts, but on private property. Andre Redstone states that there should be an option to include: keeping trees or removing trees and get wider sidewalks on the survey. Chrissy Karas volunteers to hand deliver letters to tenants. Judy James also volunteers to hand deliver letters to tenant. Staff will get all letters and surveys prepared by the March 9<sup>th</sup> meeting. Lindsey Smith volunteers as an alternate to deliver letters. Judy James asks if the HPB should slow down on the survey and suggests allowing businesses more time to get feedback. Chrissy Karas moves to discuss the newsletter and survey over email and to make a motion at the next meeting March 9<sup>th</sup>. Lindsey Smith second's. Unanimously approved. Peggy Bergon asks for any more comments. None received.

**C. *Projecting Sign Proposal for 480 Lewis Street:***

No updates.

**VI. Discussion Items:**

Chrissy Karas would like to table the 468 plaque as the building is not complete yet. Planning Director James Dickhoff would like to source old photographs of the building for the plaque.

**VII. Reports and Updates:**

**A. *Planning Department Director Update:***

Planning Director James Dickhoff discussed the staff report from the Town Council meeting. James Dickhoff addresses that he presented the HPB letters and concerns over the Heritage Brochure, gave the Council the tax credit information, and requested an annual work session between the HPB and Town Council. He also briefly discussed the Court House plans with Town Council. The Planning Commission is looking to back fill their 5-year capital improvement plan with projects. Planning Director James Dickhoff discusses other projects currently happening in the Town. Chrissy Karas asks who built the bridge for the bridge

replacement project. Planning Director James Dickhoff states that there are many issues contributing to the bridges failure and Big-R Bridge built the original project, but did not design it. Staff has completed an aerial survey to help with map creations.

B. *Opportunity for HPB members to briefly present ideas and suggestions as well as potential future agenda items for the HPB's consideration:*

Andre Redstone would like to discuss the Heritage Brochure. Planning Director James Dickhoff states that the TTC would like to reprint the same brochure, but with edits. The HPB will have an opportunity to review the content. Chrissy Karas suggests to apply for a CLG grant to help with the creation of a new brochure. Chrissy Karas moves to get this topic on the agenda. Judy James second's. Andre Redstone would like to modify the motion to include the correspondents from today (02/24/16) between the Town Manger, the Mayor, James Dickhoff, and Andre Redstone in regards to the Heritage Brochure edits. Judy James second's. Unanimously approved.

VIII. **Public Comment:** None Received

IX. **Adjournment:**

**HPB Board Members**

**Peggy Bergon:** HPB Chairperson, **Lindsey Smith:** HPB Vice-Chairperson  
**Chrissy Karas:** HPB Regular Member, **Andre Redstone:** HPB Regular Member,  
**Judy James:** HPB Regular Member, **Brad Ash:** Alternate Member

**HPB Mission Statement**

"Moving Forward While Preserving the Past"

To provide leadership, engage and encourage partnerships within our community of Pagosa Springs and Archuleta County, increase public appreciation by creating awareness, promoting the preservation of our irreplaceable diverse cultural heritage, architecture, and economy *while* sharing the stories of our past with ideas for the future.



**Town of Pagosa Springs  
Planning Commission, Board of Adjustments &  
Design Review Board  
Regular Scheduled Meeting Minutes  
Tuesday, February 09, 2016 at 5:30 p.m.  
Town Hall, Council Chambers,  
551 Hot Springs Boulevard, Pagosa Springs, Colorado 81147**

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- I. Call to order / Roll Call :** Commission Chair Maez called the meeting to order at 5:30 PM. Commissioners present were Commissioner Maez, Commissioner Giles, Commissioner Parker, and Commissioner Adams. Also present were Planning Director James Dickhoff and Associate Planner Rachel Novak.
- II. Announcements:** - None
- III. Approval of Minutes:**
- A. *Approval of the December 8, 2015 Planning Commission meeting minutes:* Commissioner Parker moved to approve and Commissioner Adams second, unanimously approved.
- IV. Public Comment:**
- A. *Opportunity for the public to provide comments and to address the Planning Commission on items not on the Agenda* - None Received
- VI. Planning Commission:**
- A. *Re-Zoning Application for 1855 West U.S. Highway 160* - Dr. Kraig Lorenzen, the applicant, has proposed to change the zoning from R-A (residential agriculture) to Mixed-Use Corridor. The zone was rezoned from C district to R-A when the zoning was amended in 2009. Dr. Kraig Lorenzen does not want to develop the property and asks the commission to rezone the property. Dr. Kraig Lorenzen is in favor of a suggested pedestrian walkway. Commissioner Maez asked for public comment. Holly Hosselbueler: Has CDOT done a study to assess additional development access? Is this a contradiction to the town's vision to maintain the downtown? How many commercial developments already exist and are unoccupied or vacant? Has consideration been given to the canyon and animal access? Kathy Bute: Will there be legal access off Goldmine Drive? Concerns with canyon for drainage and wildlife access. There may be a spring in that area. She suggests area be a greenbelt area for preservation. What alterations are planned for the topography? If mixed use residential, suggests back end of property be low density. Doesn't want high density near single family homes. Planning Director James Dickhoff addresses land use code 2.4.2 approval criteria (6 criteria to meet). An access permit from CDOT would be dependent on the type of development, requires extension of Goldmine

Drive, build it, construct it, and deed it to the town. Town to Lakes plan also calls for a trail connection. Support for a secondary road network. The zoning proposal meets criteria number one. Canyon that sits on the southern portion of the property is a good location for open space. The zoning proposal does meet criteria number two at this time and is consistent with the Comprehensive Plan and Land Use code. The zoning proposal meets the third criteria. CDOT access permit does not guarantee direct access from the highway. One way in from Goldmine Drive may not be adequate access. All utilities are available to this property. The zoning proposal meets criteria number four. The entire town is within black bear territory. The town wants to ensure the canyon is preserved when a developer decides to come forward with a plan. Mitigation cannot occur until developer comes forward. The code supports saving trees and can offset additional requirements. The zoning proposal meets criteria number five. Planning Director James Dickhoff did not see any issues with the proposed rezoning. The town should protect existing uses from newer uses and Planning Director James Dickhoff did not identify any negative impacts of future development on this property. Planning Director James Dickhoff stated public notices were made 15 days prior to this meeting. Commissioner Maez asks if there was an actual development application. Planning Director James Dickhoff stated there are no current applications for development on the property, but this application is just for a request for rezoning. Commissioner Parker asks Planning Director James Dickhoff why the original property zoning was changed. Planning Director James Dickhoff could not find any historical information on this issue. Commissioner Adams asks about CDOT plans for a traffic light at the property. James Dickhoff stated CDOT plans are conceptual and this will depend on the type of development approved in the future. Commissioner Adams asks about easements on the property. Planning Director James Dickhoff stated this would happen during development and easements will be assessed during the Town to Lakes project. Commissioner Adams asks about high density and mixed uses development occurring on this property. Planning Director James Dickhoff addressed that this is a potential and so are single family homes. Commissioner Parker asked about runoff from the property currently. Planning Director James Dickhoff stated that there are some drainage issues on the property near the canyon. Holly Hosselbueler: asked about a continuation of downtown vitality. Planning Director James Dickhoff responded that this year was the highest year for sale tax. There is immense interest in local businesses, but there is still a lag from the 2007 economic downturn. Commissioner Maez asks does the property border with the county. Planning Director James Dickhoff responded yes it does. Dr. Kraig Lorenzen stated the property is currently underutilized. States that people want low income housing on the property for those working downtown. Holly Hosselbueler: wants to have the buffer expanded upon. States that this property currently has abandoned vehicles and fears it will become an eyesore. Dr. Kraig Lorenzen states that the property is in the process of being cleaned. Commissioner Parker asks what the lowest density currently in the commercial corridor is. Planning Director James Dickhoff says that it is 16 dwelling units per acre. Commissioner Maez states that the property owner's property taxes will increase significantly if rezoned. Kathy Bute: wants to address the strictness of the easement on the property. Commissioner Parker thanks the public for their input. Planning Director James Dickhoff states that buffers can include landscaping, trees, and the canyon can also provide a distance buffer. Other buffers include fencing, screening, etc. Commissioner Adams: would it be appropriate to include an easement on the Town

to Lakes project. Planning Director James Dickhoff supports this suggestion. Commissioner Maez moves to motion. Commissioner Adams moves to approve the rezoning of the property with the understanding that Dr. Kraig Lorenzen will provide an easement for the Town to Lakes project. Unanimously approved.

- B. *Conditional Use Permit Application for Paint Ball Park at Harman Park Drive* - The property currently is a mixed use corridor. Applicants (2.4.4 conditional use permit). Consider conditional use permit for proposed paintball park. If approved the project will need to submit for an extensive design review. Approval criteria in land use section 2.4.4 must all be met. Applicant Art Dilione states that the north side of the property will be roughly 1.25 acres in size for a playing field. The south side of the property will be a building for facilities, access off of Harman Park Drive, and a parking lot. There is a 15' buffer on all sides and 20' on the north side (where highway 160 is located). There is another 15' buffer on the inside of the net for a total of 30'. Suggested netting exceeds testing requirements for stopping paintball projectiles. Commissioner Adams: asks about hours of operations. Art Dilione states hours will vary and days of the week will be roughly 4-5 days. Bruce Kenning: President of Harman Park HOA, stated they would be happy to welcome a paintball park to the area. They are very concerned about the type of business that would be associated with this establishment. If this is approved they would like to sit down about noise control and how the netting will look. Overall, they want their place to look nice. Bruce Kenning also wants to ensure sufficient parking. The HOA is interested in working with the town on this type development. Kelley Dunn: Currently developing property across the street of this location. They have a need to tell appraisers about what type of development is happening across the street. Kelly Dunn likes the idea of attracting more people to the area. They have quite a bit of concern for this type of development. They are currently developing their lot to be a storage facility. He is concerned about the types of items the paintball field will bring in to use for targets and shields (old cars, junk, etc.). He wants to meet the high quality standards of the town and he wants to make sure everyone else maintains that as well. He is concerned of paintballs flying out of the field area and he wants to maintain the values of the subdivision. Mark Cariddy: He states that Harman Park is one of the original developments in the area. The original ideas for office space are no longer viable and the only way that the property will get built out is to change the zoning. The majority of the properties in this area are owned by one of two banks. He wants to protect the values of the community. Applicants agree to want to keep Harman Park a nice development. They are planning on spending \$400,000 on the facilities. Parking will be paved and the facilities will be of a first class facility. The fencing will be black and hidden within the trees. A large part of their business will be tourists and younger people. They will be bringing at least 6 jobs to the community. Rules and safety are a number one priority: there will be referees, strict rules, and guidelines. Art Dilione: When kids are in the area and shooting outside the netting, they will be ejected immediately. The building will be of the highest quality and materials. The facility will be field painting only. No one can bring outside paintballs into the facility. Commissioner Giles asks applicants to explain clients and paintballs. Art Dilione: the paint is food based, water soluble, and the case is gel based that breaks down. Both components are biodegradable and will break down in time. Commissioner Giles: where will clients come from? Art Dilione: Clients will be a mixture of young

people, tourists, and those wanting to experience paintball for the first time. Commissioner Giles: The monetary value is huge for a facility like this. Planning Director James Dickhoff states there is another meeting for this application. This needs to come back during a design review process. Commissioner Adams has concerns over the HOA because they don't have their rule and regulations formulated yet. It's important to understand one another. Mark Cariddy: Wants to have HOA rules and regulations expedited to ensure this project can be completed. Wants to see if there could be a fence that surrounds the park. Art Dilione: No. An interior fence must stay within the netting. Bruce Kenning: Concerned over lack of communication and effect of paint on the trees and vegetation. Applicant: They are more than happy to continue discussions on development with the HOA. They are hoping to open their paintball facilities June 1<sup>st</sup> and planning on being open 6 months every year. Commissioner Adams: is it appropriate to have a consideration put in place to have an agreement with the HOA upon an approval of the conditional use permit. Planning Director James Dickhoff suggests postponing a decision until the next meeting. Commissioner Parker: the facilities will be held to a high standard. Suggests more landscaping and planting more trees. Commissioner Parker: what power does the HOA have on design? Planning Director James Dickhoff stated the commission has the power only to delay their own decision and ask the applicant to work through some details with the HOA until the next meeting. Commissioner Giles: what will a delay in this project by two weeks do to the project? Art Dilione: the project might not even open until July. Commissioner Maez suggests the HOA and applicants work together. Planning Director James Dickhoff says the commission can approve the permit with contingencies attached and the design review process will be far more stringent. Bruce Kenning: the HOA is willing to work with the applicants on this project and report back to the commission in two weeks with an update. Commissioner Adams is concerned about the visual effect of the netting along highway 160. Applicants: the paint is washable and completely water soluble. The site is behind some trees and won't be completely exposed to highway 160. Commissioner Giles: understands the tourism window and need to pursue approval of this permit. Commissioner Parker moves to approve the permit with the following contingencies: that the applicants submit a major design review application, that the site noise and visuals of the site are monitored and regularly maintained in order prevent adverse impacts to surrounding properties, that the applicants have a mutual understanding with the Harman Park HOA and work out their concerns, and that the applicants look into the possibility of removing the netting during off-season times. Unanimously approved with the contingencies attached.

- C. *Additional recommendations for smaller single family dwelling lot sizes and density levels in the R-18 district and the allowance of short term rentals in the R-12 and R-18 districts* -Planning Director James Dickhoff stated that the town was very close to bumping up density from 3.4 dwellings to 3.5 dwellings. The motivation is to provide more affordable housing. 5.2.1 Provision under the density section about rounding up is located in subsection B. If the town was to allow 3.5 dwellings, that would round up to 4 dwellings for a 50' X 150' lot. This could be 2 duplexes instead of 4 single family units. Planning Director James Dickhoff suggests possibly bumping up the R-18 to an R-20. Commissioner Parker has concerns for parking. Planning Director James Dickhoff says a parking structure may be appropriate and recommends lot sizes be 2,100 sqft.

Commissioner Parker moves to approve changing the minimum lot size including town homes in the R-18 district to 2,100 sqft and increase the allowable density to 20 allowable dwelling units per acre, changing the R-18 district to an R-20 district. Unanimously approved.

Planning Director James Dickhoff addresses workforce housing shortage. He suggests that short term vacation rentals are a business and should not be located in a residential district. Commissioner Adams asks about existing structures within R-18 districts. Planning Director James Dickhoff says these can continue as a nonconforming use. A change of ownership is a mechanism to change the use. Short term rentals are a business and should maintain a proper business license and adhere to annual inspections. Commissioner Giles states that tourists spend a lot of money to stay in beautiful homes. They are not looking to stay in hotels or low income houses. Commissioner Parker suggests that the community needs places for young professions to live. Commissioner Maez suggests giving people adequate time to get in compliance with their short term rentals. Commissioner Giles asks how the town can plan for 5 years from now if properties are going to be built with low income housing. Commissioner Adams states that new businesses for short term rentals would require a conditional use permit in a residential district. Commissioner Parker states there is a problem with people opening unregistered businesses in their homes without business licenses. Planning Director James Dickhoff suggests limiting short term rentals in R-12 and R-18 to a certain number instead of prohibiting them. Commissioner Giles moves to approve short term vacation rentals in R-12 and R-18 districts with the approval of the council and in compliance with city, taxing, and licensing agreements including inspection by city officials. Commissioner Maez moves to table the discussions until the next meeting. Unanimously approved. The discussion in regards to short term rental properties in R-12 and R-18 districts was postponed until the next planning commission meeting.

**VIII. Public Comment**

A. *Opportunity for the public to provide comments and to address the Planning Commission on items not on the Agenda* – None received

**IX. Reports and Comments**

A. *Staff Report\_ Projects, Updates and Upcoming Development Applications.*

B. *Planning Commission – Comments, Ideas and Discussion.*

C. *Upcoming Town Meetings Schedule:* The next Planning Commission meeting is set for February 23, 2016 and there is a work session on February 16, 2016 at 6:00pm

**X. Adjournment** – Upon motion duly made, the meeting adjourned at 8:34 PM.

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James Dickhoff, Planning Director



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL: IV

PAGOSA SPRINGS TOWN COUNCIL

MARCH 24, 2016

FROM: **WILLIAM ROCKENSOCK, CHIEF OF POLICE**

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**PROJECT: POLICE DEPARTMENT REPORT**

**ACTION: UPDATE AND DISCUSSION**

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### POLICE DEPARTMENT INCIDENT REPORTING

The Pagosa Springs Police Department Statistics for February, 2016

Officers responded to 233 calls for service.  
Officers responded to 22 agency assist calls  
Officers completed 41 incident / offense reports  
Officers completed 8 accident investigation reports.

### OFFICER TRAINING UPDATE

Training for February 2016

Daily training bulletins are administered to each officer by Lexipol to keep current on Police Department Policy and Procedure.

Officers completed Anti-Bias and Anti- Bias Racial Profiling Training

Officers completed Milo Use of Force simulator Training

Officer Spangler and Jenkins completed Taser Training.

### RECRUITING UPDATE

The police department, currently, has one full time opening(s) for patrol Corporal. That positions is occupied by a part time officer.

The department is continuing recruiting efforts to create an eligibility list for future hiring.

### COMMUNITY EVENTS UPDATE

The police department has started enforcement for law Enforcement Assistance Funding (LEAF) grant from CDOT and High Visibility Enforcement (HVE) for the first six months of 2016.

The Police department is participating in the Retro-Metro bicycle program with the schools.

### CAPITAL IMPROVEMENTS UPDATE

The Police Department is has replaced its digital evidence vault with a new 6 Terabyte (disaster proof) storage hard drive to be used for all digital evidence.

Three new Taser body video cameras have been ordered.



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL: IV

PAGOSA SPRINGS TOWN COUNCIL

MARCH 24, 2016

FROM: APRIL HESSMAN, CMC, TOWN CLERK

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**PROJECT: TOWN CLERK DEPARTMENT REPORT**

**ACTION: UPDATE AND DISCUSSION**

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### CLERK'S OFFICE UPDATE

**Election:** Upon receipt of the active voter listing from Archuleta County, staff prepared ballots for mailing to 944 registered voters. The ballots were mailed on March 16, 2016. Posters have been hung designating the Town Hall as a Polling Place for the election. The ballot has names for three available town council seats as well as a question regarding opting out of the State's requirements regarding telecommunication services; the County voters passed this same question during the November 2015 election.

**Audits:** On March 7, 2016, three representatives from Hinton Burdick were at Town Hall to audit the 2015 financials. Staff worked with the representatives to provide them the documentation and access to records they needed to complete the audit. Anticipate a presentation of the audit results to Council in the next few months. In addition to the financial audit, staff has completed the annual workers compensation audit for Pinnacol Assurance.

**Business:** Caselle has notified staff that it has completed the transition of our financial software system to their Cloud. Benefits of this transition is the increase of space on our server, off-site back-up of data, and a secure access portal. Additionally, staff will now have the capability to set-up electronic timekeeping allowing employees to complete and submit timesheets through the Caselle portal.

Additionally, the Town has purchased CitizenServe to manage the Town's permit, inspection, and license processes. Staff from the Clerk's Office, Building, and Planning are working to configure and implement the software. CitizenServe is hosted by them with off-site back-up of date and accessed through a secure Internet portal. The public access component of the system will allow the public to submit and/or request documentation, permits, licenses, or complaints online through a link on the Town's website.

### PERSONNEL

The Town has hired Colleen Richmond to fill the Deputy Clerk position effective March 1, 2016. The Town is currently recruiting to fill the following positions:

1. Equipment Operator I – Public Works Department
2. Seasonal Park Labor – Parks & Recreation Department
3. Summer Youth Program Staff – Community Center
4. Police Officer – Police Department

The above positions have been advertised on the Town's website and in the local paper. Staff anticipates scheduling interviews to fill these positions in the latter part of the month and into April.

### RECORDS

Five Open Record requests were processed by staff during March. Staff continues to organize the Records Room as time permits.



# AGENDA DOCUMENTATION

## REPORT TO COUNCIL: IV

PAGOSA SPRINGS TOWN COUNCIL

MARCH 24, 2016

**FROM: GREGORY J. SCHULTE, TOWN MANAGER**

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**PROJECT: TOWN MANAGER'S REPORT**

**ACTION: UPDATE AND DISCUSSION**

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### **Geothermal Greenhouse Update**

The Geothermal Greenhouse project is gearing up to restart construction with the weather being favorable for the last month. In addition, the GGP folks have been holding fundraisers recently that included the film festival and specific outreach. In addition, apparently a land donation was given recently that should permit them to get close or over the threshold for the first dome. We have received a contract amendment from DOLA for this project to allow greater flexibility in match funds.

We are also working to place the bathrooms in Centennial Park and have determined the prefabricated building would actually be more expensive, so it will be site built. We are securing quotes for design work and it is hope we will be able to change order the existing construction to permit this work too.

### **Personnel Updates**

The Admin staff is in the middle of several recruitments as follows:

- Special Project Manager (Scott Lewandowski started January 13<sup>th</sup>)
- Associate Planner (Rachel Novak started Feb. 8<sup>th</sup>)
- Building / Fire / Code Inspector: (Jonathon Roberts started Feb. 19<sup>th</sup>)
- Deputy Town Clerk (Colleen Richmond started March 1st)
- Operator I is in the process of re-doing the recruitment. First candidate declined unexpectedly

### **Fire Department inspection Agreement**

The MOU is complete and executed by both parties.

### **Reservoir Hill Thinning**

The thinning of Reservoir Hill was complete as of Feb. 5<sup>th</sup>. Billing is in the process of being completed. We are still budgeted to have the Southwest Conservation Corp come and some hand thinning this summer, but will be on the denser, steeper terrain.

### **Geothermal Well Drilling**

In February 2016, the Town Council and Archuleta County Commissioners agreed to contribute an additional \$90,000 to the project in order to drill a 2,500 foot well at one of the current gradient well sites in order to validate the financial investment. This well, still within the scope of the original EIAF grant, is estimated to cost \$745,000. However, the funding was contingent on three items, as follows:

1. A time extension on the grant to November 31, 2017.
2. A change in the matching to 75% DOLA / 25% PAGWPA
3. Change from a reimbursement plan to an advance plan

The request letter was submitted the week of March 14<sup>th</sup> and we are awaiting a reply from DOLA at this juncture.



# AGENDA DOCUMENTATION

## REPORTS TO COUNCIL: V.1

PAGOSA SPRINGS TOWN COUNCIL

MARCH 24, 2016

FROM: SCOTT LEWANDOWSKI, SPECIAL PROJECTS MANAGER

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**PROJECT: ORDINANCE 843, SECOND READING, Front End Loader Purchase**

**ACTION: DISCUSSION AND POSSIBLE ACTION**

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### PURPOSE AND BACKGROUND

The Streets Department currently owns and operates three front end loaders, which are mostly utilized for snow removal during winter months to ensure that snow build up on Town streets is effectively managed. One of the front end loaders, model IT 224, is forty-one years old and is in mechanical decline and poses safety issues for Streets Department staff. In the interest of department efficiency and staff safety, the Streets Department requested \$21,000 in the 2016 budget to replace the aged piece of equipment. The requested budget amount was based off a three-year lease term.

Recently, staff researched three models that would be suitable replacements for the current piece of equipment and they included the following make and models: CASE 721F, Caterpillar 930M, and John Deere 624K. Staff conducted vendor representative meetings, equipment comparison and financial analysis to define the most cost effective replacement solution. The comparative analysis yielded four conclusions:

- 1) The CASE 721F was the smallest unit out of the three models, which was not suitable for the Streets department needs.
- 2) The Caterpillar 930M requires Caterpillar made attachments to carry out various types of work, which would inhibit Street Departments operations.
- 3) Both the CASE 721F and CAT 930M were substantially higher in price in comparison to the John Deere 624K model by 11 to 13 thousand dollars respectively.
- 4) The John Deere 624K's size, universal attachments and comparative price point were the best fit for the Streets Department.

Therefore, the staff recommendation for the new front end loader is the John Deere 624K because it is the most universal, cost effective solution to meet the needs of the Streets department. In addition to best fit, staff was very impressed with the service that Honnen Equipment, the Durango based vendor of John Deere, provided throughout this replacement search and feels that they will continue to do so over the life of the equipment.

Town Council approved the first reading of Ordinance 843 at the March 1, 2016 meeting.

### ATTACHMENTS

Ordinance 843

Copy of Lease Purchase Agreement

Attorney's Addendum to Lease Purchase Agreement

### FISCAL IMPACT

The 2016 John Deere 624K model costs \$165,848, which is a substantial one time cost for the Town's capital improvement budget. Staff is recommending that the equipment acquisition be done through a five-year lease purchase agreement with John Deere financial to effectively spread out the cost. This term would align with future Streets Department heavy equipment replacement.

As previously discussed, the original budgeted amount for 2016 of \$21,000 was based off a three-year lease term and would not cover a five-year term annual payment necessary to secure the equipment. A five-year lease purchase agreement would require an annual payment of \$35,356.69. Staff has identified incremental difference between the current 2016 budget amount and annual payment which is \$14,356. Staff has identified the extra funds within the capital improvement budget in order to cover the initial annual payment for 2016. At this time, staff is seeking the permission to the reallocate \$14,356 from the capital improvement budget within 2016 for the purposes of the front end loader purchase.

Staff acknowledges that the reallocation request would setup the Town to engage in a substantial financial commitment over the next five-years to secure the front end loader. The Town’s five-year financial commitment is illustrated in Table 1. The terms of the lease purchase agreement would allow the Town to purchase the equipment for a dollar in 2021.

**Table 1. Five-year financial commitment for front end loader**

2016	\$14,356.69*
2017	\$35,356.69
2018	\$35,356.69
2019	\$35,356.69
2020	\$35,356.69
2021	\$1

\*\$21,000 already budgeted

Staff recommends the Town Council move to approve an ordinance for the purposes of purchasing of the front end loader.

**RECOMMENDATIONS**

Possible actions by the Town Council include:

- 1) Move to approve the reallocation of \$14,356 within the Capital Budget for the purpose of purchasing the front end loader.
- 2) Move to approve Ordinance 843 (Second Reading) for purposes of the purchasing of the front end loader.

**TOWN OF PAGOSA SPRINGS, COLORADO  
TOWN COUNCIL**

**ORDINANCE NO. 843  
(SERIES 2016)**

**AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS AUTHORIZING  
LEASE-PURCHASE FINANCING**

WHEREAS, the Town of Pagosa Springs (the “**Town**”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Pagosa Springs Home Rule Charter of 2003; and

WHEREAS, pursuant to applicable law, the Town is authorized to acquire, dispose of and encumber real and personal property, including without limitation rights and interest in property and leases necessary to the functions and operation of the Town; and

WHEREAS, the Town Council (the “**Council**”) of the Town hereby finds that it is in the best interests of the Town, its residents and taxpayers to acquire and equip one (1) 2016 John Deere 624k front end loader to use for Town construction and maintenance projects (the “**Equipment**”); and

WHEREAS, to finance the Equipment, the Town shall lease the Equipment from Deere Credit, Inc. (the “**Lessor**”) pursuant to that certain Master Lease-Purchase Agreement (the “**Lease**”); and

WHEREAS, the Town’s obligation to pay the annual charges under the Lease constitute a current expense of the Town payable exclusively from its funds and shall not in any way be construed to be a general obligation indebtedness or other multiple-fiscal year financial obligation whatsoever of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO** as follows:

1. Authorization of Lease. The Lease, in substantially the form and with substantially the content presented to the Town, is in all respects approved, authorized and confirmed. The Council hereby approves the leasing of the Equipment by the Town from the Lessor for a total rental amount of \$176,785.00 at a maximum interest rate of 3.25% with basic rental payments of \$35,356.69 payable annually commencing in 2016 and terminating after the Town has made five (5) annual payments or as otherwise provided in the Lease. The final purchase option price for the Equipment is \$1.00. The Council hereby determines and declares: (a) the rental amount under the Lease is the fair value of the use of the Equipment, (b) the fair purchase price of the Equipment is not

more than \$178,000.00, and (c) the rental amount under the Lease, the final purchase option price of the Equipment and the other terms of the Lease do not place the Town under an economic or practical compulsion to appropriate moneys to make payments under the Lease or to exercise its option to purchase the Equipment pursuant to the Lease. In making such determinations, the Council has given consideration to the current market value of the Equipment, the cost and use of the Equipment, the benefits of the Equipment to the residents and taxpayers of the Town, the option of the Town to purchase the Equipment, and the expected eventual vesting of the full title to the Equipment in the Town.

2. Execution of Miscellaneous Documents. The Town Manager is authorized and directed to execute the Lease in substantially the form and with substantially the same content as presented to the Town, for and on behalf of the Town, and to execute all other additional certificates, documents and other papers associated with the transactions and other matters authorized by this Ordinance (the “**Financing Documents**”) but with such changes therein as the Town Manager may deem necessary or appropriate, as evidenced by the execution thereof. The Town Clerk is hereby authorized and directed to attest all signatures and acts of any official of the Council or the Town on the Financing Documents.

3. Lease Subject to Annual Appropriation. No provisions of this Ordinance or the Lease shall be construed as creating or constituting a general obligation or multiple-fiscal year direct or indirect indebtedness or other financial obligation whatsoever of the Town nor a mandatory payment obligation of the Town in any ensuing fiscal year during which the Lease shall be in effect. The term of the Lease shall not extend beyond one year, subject to annual renewal for an aggregate renewal period not to exceed six years, and the Town shall have no obligation to make any payment except in connection with the payment of rent and other amounts due under the Lease in accordance with the provisions of the Lease. The Council hereby determines and declares that the duration of the Lease, including all optional renewal terms, does not exceed the weighted average useful life of the Equipment.

4. 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 provisions.

5. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council or by the officers, employees and agents of the Town directed toward the Equipment and its financing for the purposes herein set forth are hereby ratified, approved and confirmed.

6. Effective Date. This Ordinance shall become effective and be in force immediately upon final passage at second reading.

INTRODUCED, READ, AND ORDERED PUBLISHED BY TITLE ONLY PURSUANT TO SECTION 3.9, B) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF PAGOSA SPRINGS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWN OF PAGOSA SPRINGS,  
COLORADO

By: \_\_\_\_\_  
Don Volger, Mayor

Attest:

\_\_\_\_\_  
April Hessman, Town Clerk

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY PURSUANT TO SECTION 3.9, D) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF PAGOSA SPRINGS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWN OF PAGOSA SPRINGS,  
COLORADO

By: \_\_\_\_\_  
Don Volger, Mayor

Attest:

\_\_\_\_\_  
April Hessman, Town Clerk

**CERTIFICATE OF PUBLICATION**

I, the duly elected, qualified and acting Town Clerk of the Town of Pagosa Springs, Colorado, do hereby certify the foregoing Ordinance No. \_\_\_\_ (Series 2016) was approved by the Town Council of the Town of Pagosa Springs on first reading at its regular meeting held on the \_\_ day of \_\_\_\_\_, 2016, and was published by title only, and that the full text of the Ordinance is available at the office of the Town Clerk, on the Town's official website, on \_\_\_\_\_, 2016, which date was at least ten (10) days prior to the date of Town Council consideration on second reading.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Pagosa Springs, Colorado, this \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
April Hessman, Town Clerk

(S E A L)

I, the duly elected, qualified and acting Town Clerk of the Town of Pagosa Springs, Colorado, do hereby certify the foregoing Ordinance No. \_\_\_\_ (Series 2016) was approved by the Town Council of the Town of Pagosa Springs on second reading, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2016, and was published by title only, along with a statement indicating the effective date of the Ordinance and that the full text of the Ordinance is available at the office of the Town Clerk, on the Town's official website, on \_\_\_\_\_, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Pagosa Springs, Colorado, this \_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
April Hessman, Town Clerk

(S E A L)



<b>Lessee:</b>	
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>TH</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

**TERMS AND CONDITIONS**

- Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.
- Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
- Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Lease, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.
- Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.  
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply.

**ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT**

If the Equipment cannot be repaired or replaced, you agree to immediately pay us the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

**8. Return of Equipment.** If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear expected.

**9. Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

**10. Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

**11. Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

**12. Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

**13. Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

**14. Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

**15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Agreement No. \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT**

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

<b>LESSEE</b>	_____
By: 	_____
Date: 	_____

<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	_____
Date: _____	_____



Lease Schedule No.	
Master Lease Agreement No.	

<b>Lessee:</b> (Name & Address)	
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**EQUIPMENT INFORMATION**

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
						\$
						\$
						\$
						\$
						\$

<b>Equipment Location</b>		OUTSIDE city limits: <input type="checkbox"/>
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**LEASE TERM**

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment

\*If part of the regular scheduled lease payment

**PAYMENT TERMS**

**ADVANCE PAYMENT DUE**

Due Date	1 <sup>st</sup> Payment Due Date	Billing Period	Advance Lease** Payment	\$
		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule subject to the terms the Master Agreement. This Schedule is governed by an entered into pursuant to all of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Purchase Option.** You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

# Lease Schedule

Lease Schedule No.	
Master Lease Agreement No.	

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

<b>LESSEE</b>		<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	
Date: 		Date:	





(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) \_\_\_\_\_

Deere Credit, Inc.  
PO Box 6600  
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. \_\_\_\_\_ dated MM/DD/YYYY (the "Master Lease") and Lease Schedule No. \_\_\_\_\_ dated MM/DD/YYYY (the "Lease Schedule"), and entered into between LESSEE NAME ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

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



Lease Schedule No.

Master Lease Agreement No.

<b>Lessee:</b> (Name & Address)	
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<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600
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**LIABILITY INSURANCE** on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

**PHYSICAL DAMAGE INSURANCE** on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

**ADDITIONAL INSURED and LOSS PAYEE:**

Deere Credit, Inc.  
Its Successors &/or Assigns  
6400 NW 86<sup>th</sup> St  
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

<b>LESSEE</b>	
By:  _____	
Date:  _____	

**Office Use Only**

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



**JOHN DEERE**  
FINANCIAL

Advance Lease Payment Invoice

Due Date:	
Total Due:	

<b>Billing Address:</b>	<b>Updated Billing Information:</b>

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

<b>Master Lease Agreement Number:</b>								
App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment

<b>Correspondence Only:</b>	<b>Remit Checks Payable To:</b>
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600  Phone: (800) 771-0681 – select “lease” prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.**

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

**Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.**

# John Deere Financial Direct Pay-Recurring Enrollment

**For Credit Card accounts and Installment Loans**

**Fax 800-826-9527**

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

**Lease**

**Fax to 800-254-0020**

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

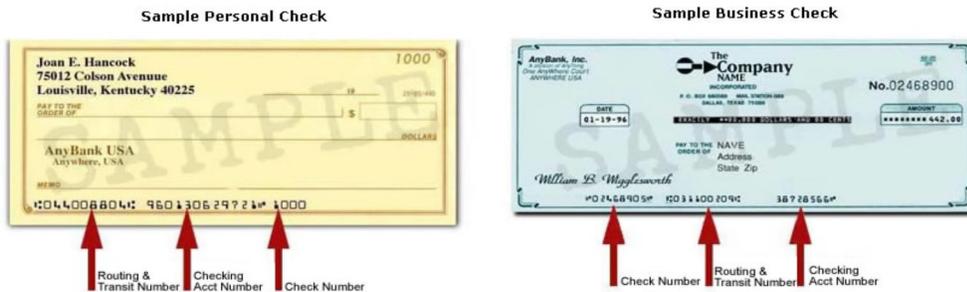
**Eligibility**

Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

**How to Enroll**

Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:



**JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM**

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
John Deere Financial Account Number

\_\_\_\_\_  
Bank City & State

\_\_\_\_\_  
Name on John Deere Financial Account

\_\_\_\_\_  
Name on Bank Account

\_\_\_\_\_  
Social Security Number/Federal Tax ID

\_\_\_\_\_  
9 digit Bank Routing and Transit #

Type of Account:     Checking     Savings

\_\_\_\_\_  
Bank Account Number

**I request Direct Pay Recurring to begin with my payment due**    \_\_\_\_/\_\_\_\_/\_\_\_\_

**I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.**

\_\_\_\_\_  
Bank Account Owner Signature      Date

\_\_\_\_\_  
Bank Account Owner Phone Number

**Federal/State Agency  
and Indian Tribe  
Claim for Exemption of  
State and Local Sales/Use Tax**

**Purchaser**

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

Address: \_\_\_\_\_

ID Number (If Applicable): \_\_\_\_\_

**Seller**

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

**Exemption Number** (if applicable): \_\_\_\_\_

**Reason for Exemption:** \_\_\_\_\_

\_\_\_\_\_

Description of Item Being Purchased: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

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

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

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

Telephone Number: \_\_\_\_\_



551 Hot Springs Boulevard  
Post Office Box 1859  
Pagosa Springs, CO 81147  
Phone: 970.264.4151  
Fax: 970.264.4634

**PAGOSA SPRINGS SANITATION GENERAL  
IMPROVEMENT DISTRICT SPECIAL MEETING AGENDA  
THURSDAY, MARCH 24, 2016  
Town Hall Council Chambers  
551 Hot Springs Blvd  
5:00 P.M.**

- I. CALL MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- III. PUBLIC COMMENT – *Please sign in to make public comment***
- IV. CONSENT AGENDA**
  - 1. Approval of March 1, 2016 Meeting Minutes**
  - 2. Approval of February Financial Statement and Accompanying Payments**
- V. REPORTS TO BOARD**
  - 1. Sanitation District Report**
  - 2. PAWSD/Pipeline Update Report**
- VI. EXECUTIVE SESSION**
  - 1. Pursuant to C.R.S. Section 24-6-402(4)(b) Conference with an attorney for the public entity for the purpose of receiving legal advice regarding the Sewer Pipeline Intergovernmental Agreement between the Pagosa Area Water and Sanitation District (PAWSD) and the Pagosa Springs Sanitation General Improvement District (PSSGID)**
- VII. NEXT BOARD MEETING APRIL 6, 2016 AT 5:00PM**
- VIII. ADJOURNMENT**



# AGENDA DOCUMENTATION

## REPORTS TO BOARD: V.1

PAGOSA SPRINGS SANITATION BOARD OF DIRECTORS

MARCH 24, 2016

FROM: GENE TAUTGES, SANITATION SUPERVISOR

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**PROJECT: SANITATION DISTRICT REPORT**

**ACTION: DISCUSSION**

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### ADMINISTRATIVE

Staff has provided all the information requested on the 8<sup>th</sup> street paving project. We are also still reviewing the McCabe Creek project with CDOT. They have requested that the PSSGID consider accepting some of the ground water from the project. Staff has reviewed the lab results from the CDOT monitoring wells and is requesting more information as to the quantity of ground water that might be encountered. Of course next year when that project begins all flows will be pumped to the PAWSD Vista treatment plant so we are keeping them in the loop as well. Initially, staff has no issues with the concept, but requires more information and will require that all electrical and treatment costs are covered by CDOT.

The Small Community Grant Program award process is on temporarily on hold until the mediation process has been completed. The mediation session is scheduled for March 23<sup>rd</sup>.

### COLLECTION SYSTEM.

I have spoken to our cleaning, televising, and pipe liner subcontractor about this year's collection system work. We will be targeting areas that need work using the flow monitoring data we have been collecting with work most likely being done in June of this year.

### WASTEWATER TREATMENT PLANT

The average daily flow to the lagoon system in January was 286,000 gallons per day, with flows increasing recently due to snowmelt. The lagoon system has not experienced any violations of the contaminants listed in its discharge permit in the past 12 months. We are hoping this will continue especially regarding ammonia in the discharge for the next several months until the facility is decommissioned.

### GEOTHERMAL

The new pump system has been operational for several days now and we are using water from the San Juan River instead of PAWSD to keep the geothermal system pressurized.



# AGENDA DOCUMENTATION

## REPORTS TO BOARD: V.2

PAGOSA SPRINGS SANITATION BOARD OF DIRECTORS

MARCH 24, 2016

FROM: GENE TAUTGES, SANITATION SUPERVISOR

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**PROJECT: PAWSD/PIPELINE UPDATE REPORT**

**ACTION: DISCUSSION**

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### UPDATE

The contractor has suspended on site work for the time being and is awaiting the repair of the four damaged pumps. We still anticipate a late May start-up date, but there are a number of unforeseen circumstances that could affect that estimated date. Staff has discussed the financial impact of the damaged pumps with legal counsel and engineering and will relay that opinion to the contractor. There remains a number of punch list items that are required before the start up can occur and the contractor is aware of them and coordinating electrical and Supervisory Control and Data Acquisition (SCADA ) subcontractors.

Staff recently identified what appears to be a very good line of site radio path at the south side of the entrance to the transfer station on Trujillo Road. This property is actually owned by the town and leased to the county and is relatively close to electrical power as well. I have contacted the county planning department to determine any permitting details that may be required and will now focus on the final repeater site needed which will probably be located at the cell tower area on Reservoir Hill.

The mediation process to determine the details of responsibility for ownership, maintenance and other aspects of the project is scheduled for March 23<sup>rd</sup> with key staff and officials in attendance.

Respectfully submitted,  
Gene Tautges  
Sanitation Supervisor