



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

**TOWN COUNCIL MEETING AGENDA
TUESDAY, MAY 3, 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 April 21, 2016 Meeting Minutes**
 - 2. **Letter of Support for County’s FLAP Application (Piedra Road)**
 - 3. **Community Center Fee Waiver – Homebuyer Classes by The Homes Fund**
- IV. **NEW BUSINESS**
 - 1. **Demolition Permit for Shed Structure within Historic District located at 434 Pagosa Street**
 - 2. **Ordinance 842, First Reading, Accepting Lands from PSSGID for South 5th Street Right of Way**
 - 3. **Ordinance 844, First Reading, Accepting Land from Archuleta School District for South 5th Street Right-of-Way**
 - 4. **Ordinance 845, First Reading, Granting Franchise Agreement to Kathryn Young dba At Your Disposal**
 - 5. **Hot Springs Pedestrian Bridge Purchase Order**
 - 6. **CD Investment Update and Direction**
 - 7. **South 8th Street Construction Local Preference**
- V. **OLD BUSINESS**
 - 1. **Ordinance 839, Second Reading, Temporary Moratorium on Licensing Marijuana Establishments**
- VI. **PUBLIC COMMENT** – *Please sign in to make public comment*
- VII. **COUNCIL IDEAS AND COMMENTS**
- VIII. **NEXT TOWN COUNCIL MEETING MAY 19, 2016 AT 5:00 PM**
- IX. **ADJOURNMENT**

**Don Volger
Mayor**



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

May 3, 2016

Mr. Morgan Malley
Transportation Planner
United States Department of Transportation
Central Federal Lands Highway Division
12300 West Dakota Avenue, Suite 380B
Lakewood, CO 80228

Re: Letter for Support - Archuleta County FLAP Application

Dear Mr. Malley:

The Town Council of Pagosa Springs has unanimously voted to offer our highest level of support for Archuleta County's application for funding under the Federal Lands Access Program (FLAP) to complete the second phase of road reconstruction of Piedra Road.

Piedra Road, which connects to Forest Service Road 631, serves as the primary access point for the San Juan National Forest, Williams Reservoir, and the residents of the Upper Piedra. The road provides year-round access for a multitude of users including tourism/recreational, commercial and residential. As a community that relies heavily on a tourism economy, it is absolutely vital that the users of the recreational facilities of the San Juan National Forest have good access to that area. We know it to be one of those most heavily traveled roads in the San Juan National Forest.

As you may know, the County was awarded Public Land Highway (PLH) funds for Piedra Road in 2013 and was able to reconstruct approximately 4 miles of the 6 mile stretch of road from Highway 160 to north towards the entrance of the National Forest. We believe it makes sense to reconstruct the final 2 miles to achieve final completion of the project.

Furthermore, the County has already completed the preliminary engineering for the second phase and with the County's prior experience of administering the PLH funds for the first phase, this project is as "shovel ready" for a federal funding as it can be.

On behalf of the entire Town Council, we appreciate your consideration of the County's application.

Sincerely,

Don Volger, Mayor



AGENDA DOCUMENTATION

CONSENT AGENDA: III.3

PAGOSA SPRINGS TOWN COUNCIL
MAY 3, 2016

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: COMMUNITY CENTER FEE WAIVER – HOMEBUYER CLASSES
ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE / BACKGROUND

As stated in the adopted 2016 Goals and Objectives, Workforce/Attainable Housing is a significant issue and, as a result, priority for the Town of Pagosa Springs. It’s been no secret to anyone in the community that workforce housing is a problem for workers in Pagosa Springs and Archuleta County.

The Regional Housing alliance of La Plata County has been administering a Homebuyer Assistance Program in La Plata County for the past couple of years and the essence of the program is to educate and prepare potential homebuyers. By going through the set of classes, the successful participants will be eligible for advantageous loan programs. Items the classes will focus on are:

- Preparing a budget
- Understanding and improving credit
- Selecting an appropriate home
- Determining how much you can afford
- Homeowners insurance
- Working with a Realtor
- Energy efficiency
- Maintaining a home

Normally, the jurisdictions in La Plata County pay an annual contribution to the Regional Housing Alliance (Alliance) to put on these classes. However, The Alliance was able to secure grant funding from the state to expand the programs to adjacent counties and the Alliance would like to expand into Archuleta County. The classes for 2016 do not require a contribution from the County or Town.

As such, the Alliance is requesting a waiver of fees for use of the Community Center and the AV equipment for a Power Point presentation. The first class will be on June 18th and it is hope to have a total of classes in calendar year 2016. Also, the Alliance intends to use local professionals for the classes where possible.

ATTACHMENTS

- None

FISCAL IMPACT

If the Town were to waive the designated fees for the use of the Community Center rooms, it amounts to a total of \$750.00. The Alliance will be responsible for providing the \$100 damage deposit. Costs are itemized as follows:

- Room Rental: \$162.50 x 4 classes = \$650.00
- Cleaning Fee: \$25 x 4 classes= \$100.00
- TOTAL \$750.00

2016 TOWN COUNCIL GOALS & OBJECTIVES

Included in the Town Council’s adopted 2016 Goals & Objectives is Goals #3 which aims to “Promote a vital local economy by supporting economic development and tourism.” Within Goal #3 is the specific action of “Encourage Workforce Housing Development” as part of Objective 3.3: “Energize General Economic Development Efforts.”

RECOMMENDATIONS

Possible actions by the Town Council include:

1. **“Move to approve waiving of fees at the Community Center for the purpose of supporting the presentation of Homebuyers Classes in Pagosa Springs.**
2. **Move to NOT waive the fees at the Community Center.**
3. **Direct staff.**



AGENDA DOCUMENTATION

NEW BUSINESS: IV.1

PAGOSA SPRINGS TOWN COUNCIL

MAY 3, 2016

FROM: JAMES DICKHOFF, TOWN PLANNING DIRECTOR

PROJECT: DEMOLITION PERMIT FOR SHED STRUCTURE WITHIN HISTORIC DISTRICT LOCATED AT 434 PAGOSA STREET

ACTION: DISCUSSION AND DECISION

PURPOSE/BACKGROUND

The HPB approved the application for "Exterior Alteration" for the property located at 434 Pagosa Street on March 23, 2016. The proposed new construction consisted of the installation of a courtyard privacy wall that would house additional bathing tubs for the Overlook Spa. The extent of the improvement is based from the Alley side of the property. The Wall will provide privacy for bathers.

The project also includes the proposed demolition of a shed structure located behind the primary structure, accessed from the alley. The applicant, Jeff Greer, has requested the demolition of the shed structure on the property, stating the necessity for the construction of the new outdoor bathing tub area.

On April 27, 2016, the HPB conducted a public Hearing regarding the requested demolition of a structure within the Historic District and provided the following recommendation for Town Council's consideration:

"The HPB approved a recommendation to Town Council to approve the application for demolition of the shed structure located within the Historic District at 434 Pagosa Street, contingent on the applicant providing A recordation consisting of photographs, a written description of the construction style and materials of the shed structure and a narrative of its known historic uses to be submitted to the HPB prior to demolition, Finding the application meets the criteria as set forth by LUDC sections 8.6.3.a, b and c as the justification for the board's recommendation".

Staff has spoken with the Applicant who has agreed to the above conditions of recommendation, and is prepared to perform on such based on Town Council's final determination.

Attached you will find the relevant Land Use Development Code sections and images of the site. The Shed structure does not appear to be a contributing historic structure of relevance, and is not considered in the 2001 historic survey of the property.

ANALYSIS

LUDC section 8.6 sets forth the process and criteria for the Demolition of Structures within the Historic District. In general, the HPB is required to provide an analysis and recommendation to Town Council for the final determination. (The LUDC is accessible on the Town's web page, under the Municipal Code, Chapter 21. Section 8.6 can be accessed via this link:

https://www2.municode.com/library/co/pagosa_springs/codes/code_of_ordinances?nodeId=CH21LAUSDECO_ART8HIPR_8.6DEHILASTWIHIDI).

LUDC subsection section 8.6.3. sets the criteria for justifying the demolition of the subject structure. The HPB based their recommendation on the following section:

"8.6.3: An application to demolish shall be approved upon the findings by the Historic Preservation Board or the Town Council that:

A. A non-contributing structure within a historic district has, over time, not become a contributing element of the Historic District.

B. A feature of a Historic Landmark, contributing or non-contributing structure within a Historic District, if removed or demolished, will not compromise the essential form or integrity of the structure.

C. A designated Historic Landmark or contributing structure within a Historic District is necessary to rectify a condition of structural hardship or economic viability, as described below. The Applicant shall provide any additional information requested by staff, the Historic Preservation Board and/or the Town Council needed to verify or clarify the standards, factors, evidence, and testimony considered in this determination.”

A Historic Structure/Property Survey was conducted in 2001 for 434 Pagosa Street, which did not mention the shed structure or any historic significance of such shed. It is believed the structure was constructed in the late 1970's and used as a chain saw repair shop and then as a ski tuning shop then subsequently rented out for storage. The construction appears to be a basic wood framed structure with board and batten siding.

ATTACHMENTS:

- a. 434 Pagosa Street Location Map
- b. Photos of the proposed shed structure for demolition.

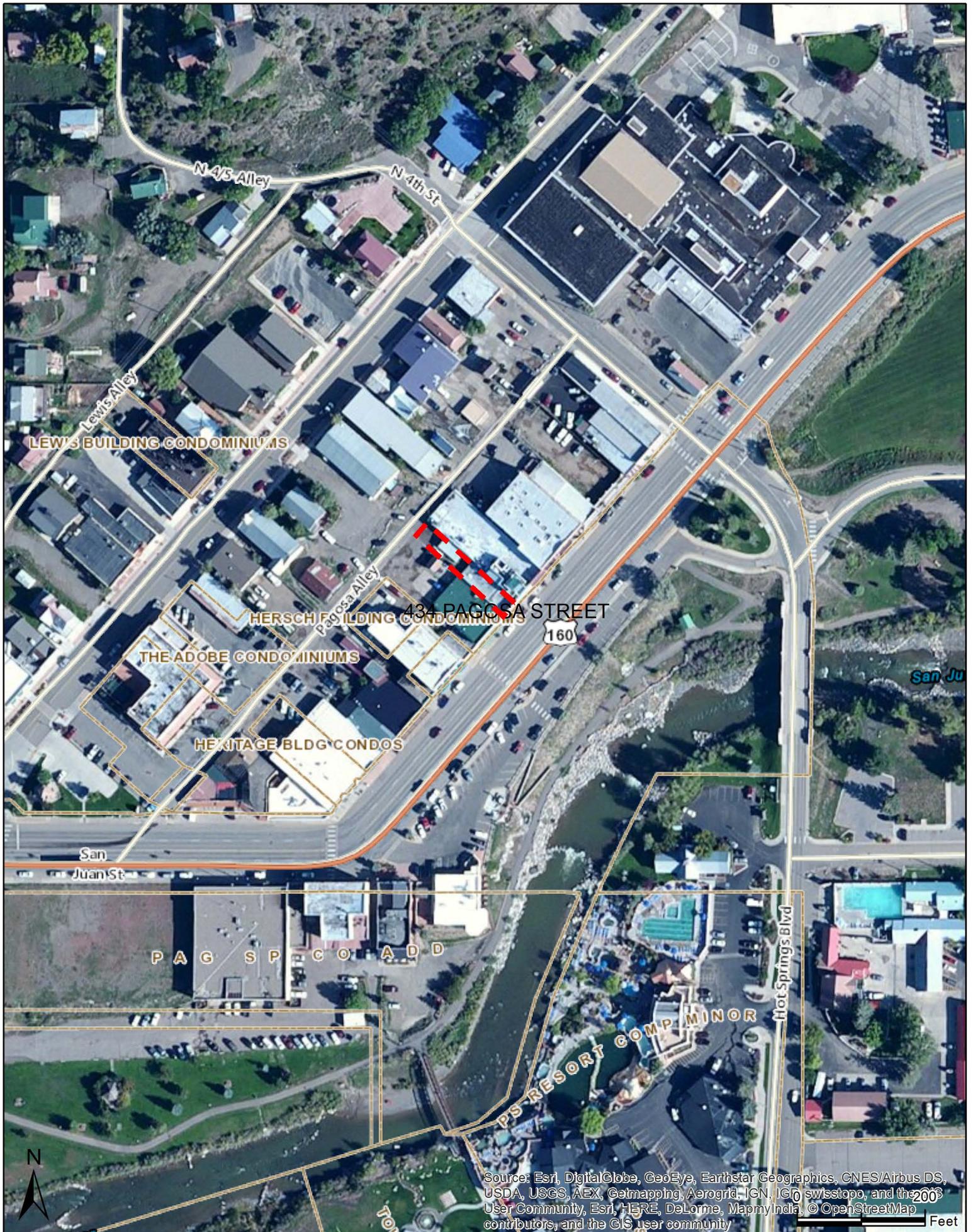
FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of the Historic Preservation Board and Planning Department that the Town Council:

“Approve the application for demolition of the shed structure located within the Historic District at 434 Pagosa Street finding the demolition application meets the criteria as set forth by LUDC sections 8.6.3.a, b and c, contingent on the applicant providing a recordation consisting of photographs, a written description of the construction style and materials of the shed structure and a narrative of its known historic uses to be submitted to the HPB prior to demolition”



Archuleta, Colorado

Date Printed: April 28, 2016

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AGENDA DOCUMENTATION

NEW BUSINESS: IV.2

PAGOSA SPRINGS TOWN COUNCIL

MAY 03, 2016

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

PROJECT: ORDINANCE NUMBER 842, FIRST READING, AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS ACCEPTING PROPERTIES FROM THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT WASTEWATER ACTIVITY ENTERPRISE

ACTION: DISCUSSION AND POSSIBLE DECISION

PURPOSE/BACKGROUND

South Fifth Street south of the northern boundary of the Town Streets Department Shop, exists under a prescriptive right, as this portion of Fifth Street is south of the originally platted town boundary established in 1891, and has not been formalized as public right of way.

The property owner south of the Sanitation District lagoon property and High School property, JEM Properties, LLC, had approached the town in 2014 regarding future Fifth Street ROW access to a potential future development, which prompted research into the matter.

As a means to, as briefly as possible, describe the segments of land to formalize the South Fifth Street ROW, there are four portions of land that are needed to formalize the Fifth Street ROW, from the Town Shop to the JEM properties, LLC land, as follows:

- 1) The developed portion of Fifth Street directly in front of the Town Streets Shop is currently still owned by the Pagosa Springs Sanitation General Improvement District (PSSGID). This section is proposed to be formalized in PSSGID Ordinance 12, dedicating land from the Sanitation District to the Town, and **Town Council Ordinance 842**, accepting this land from the PSSGID.
- 2) The developed portion of Fifth Street along Yamaguchi Park and the undeveloped portion of land along the School Transportation Facility is currently owned by the School District. This portion is entirely within a platted 80-foot access easement from the southern boundary of the Town Shop all the way to the southern boundary of the High School Property. This section is proposed to be formalized in Town Council Ordinance 844, accepting the land from the School District. The School Board has previously approved the conveyance of this 80-foot-wide easement area to the Town for the current South Fifth Street alignment and future installation of improvements within the platted 80-foot access easement. The Quick Claim Deed will be formalized by the School District.
- 3) A swath of land east of the transportation facility belonging to the Sanitation District, which will allow the continuance of the 80-foot width of public ROW around the transportation facilities encroachment into the 80-foot access easement. This section is proposed to be formalized in PSSGID Ordinance 12, dedicating land from PSSGID to the Town of Pagosa Springs, and **Town Council Ordinance 842** accepting the land from the PSSGID, Maintaining the FULL 80-foot-wide width is a request by JEM Properties, LLC., Due to the School District Transportation Facility's Encroachment into the 80-foot access easement.
- 4) A swath of land between the fence line and actual property line at the southern boundary of the school district property and JEM Properties, LLC. parcel. This land should have been included in the original 1974 land deeded to the School District from the Sanitation District, however, the deed references the fence line and not the actual property line. This will ensure the discrepancy is corrected and that the S. 5th Street ROW continues to the JEM Properties, LLC. Parcel. This conveyance is proposed to be formalized in PSSGID Ordinance 13.

ATTACHMENT(S)

Ordinance 842, An ordinance of the Town of Pagosa Springs Accepting Properties from the Town of Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise.

FISCAL IMPACT

There is no Financial Impact to TOPS

RECOMMENDATION

The Planning Director has provided the following alternative actions for the Town Council's consideration:

1. Approve the First Reading or Ordinance 842, An ordinance of the Town of Pagosa Springs Accepting Properties from the Town of Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise.
2. Approve the First Reading or Ordinance 842, An ordinance of the Town of Pagosa Springs Accepting Properties from the Town of Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise, with conditions of APPROVAL DETERMINED BY THE Town Council.....
3. DENY the First Reading of Ordinance 842.

TOWN OF PAGOSA SPRINGS, COLORADO

ORDINANCE NO. 842 (SERIES 2016)

AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS
ACCEPTING PROPERTIES FROM THE PAGOSA
SPRINGS SANIATATION GENERAL IMPROVEMENT
DISTRICT WASTEWATER ACTIVITY ENTERPRISE'S
LAGOON PROPERTY

WHEREAS, the Town of Pagosa Springs ("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 Section 10.6 of the Pagosa Springs Home Rule Charter of 2003, the Town has full authority, power and control over all Town owned property, including streets, and including but not limited to, all power and authority to purchase such property, and section 12.19 of the Charter provides for the acquisition of property by Ordinance; and

WHEREAS, the Town Council hereby finds and determines that it is appropriate and necessary to the function and operation of the Town to accept the Quitclaim Deeds for the certain real property known as a Portion of South 5th Street adjacent to the Town Streets Shop as described in **Exhibit A** and the certain real property known as a 25 foot strip of land on the Pagosa Springs Sanitation General Improvement District's Lagoon Property as described in **Exhibit B**, both considered the "Properties", to be dedicated as South Fifth Street Public Right of Way;

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

I. Acceptance of Quitclaim Deed. The Quitclaim Deeds, in the forms attached hereto as Exhibit a and Exhibit B, and the properties they conveyed by them, are in all respects approved and accepted by the Town.

II. Public Inspection. The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.

III. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

IV. **Second Reading.** Second reading of this Ordinance shall be held on the ____ day of _____, 2016, at __:00 p.m. at the Pagosa Springs Town Hall, 551 Hot Springs Boulevard, Pagosa Springs, Colorado.uments

V. **Effective date.** This Ordinance shall become effective and be in force thirty days after final approval.

INTRODUCED, READ, AND ORDERED PUBLISHED 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 _____, 201__.

TOWN OF PAGOSA SPRINGS,
COLORADO

By: _____
Don Volger, Mayor

Attest:

April Hessman, Town Clerk

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED 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 _____, 201__.

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.842 (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 _____, 201__, 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 _____, 201__, 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 _____, 201__.

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. 842 (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 _____, 201__, 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 _____, 201__.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Pagosa Springs, Colorado, this __ day of _____, 201__.

April Hessman, Town Clerk

(S E A L)

EXHIBIT A - ORDINANCE 842

QUITCLAIM DEED

South Fifth Street Adjacent to Town Streets Shop

THIS DEED is made this ___ day of _____, 2016, between the Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantor” and the Town of Pagosa Springs, Colorado, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantee”.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, including the right to accept the public dedication thereof, and together with improvements, if any, situate, lying and being in the County of Archuleta and State of Colorado, described in Exhibit A-1 and A-2 (the “Property”), hereto attached:

TO HAVE AND TO HOLD the Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:
TOWN OF PAGOSA SPRINGS SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By _____
Don Volger, President

EXHIBIT A-1 ORDINANCE 842



PROPERTY DESCRIPTION
PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT
TO
THE TOWN OF PAGOSA SPRINGS

A PORTION OF LAND LOCATED IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 2 WEST, NEW MEXICO PRINCIPAL MERIDIAN AND WITHIN THAT TRACT OF LAND DESCRIBED IN BOOK 97 ON PAGE 30 AND ALSO SHOWN AS BEING TRACT 1 ON THE PAGOSA SPRINGS SANITATION DISTRICT ANNEXATION PLAT WHICH IS RECORDED UNDER RECEPTION NO. 85904, TOWN OF PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 20007443;
THENCE SOUTH, 233.57 FEET ALONG THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 20007443 AND TO THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 138 ON PAGE 436 AND KNOWN AS THE SCHOOL DISTRICT 50 JOINT TRACT, ALSO BEING THE BOUNDARY OF TRACT 1 AS SHOWN ON SAID ANNEXATION PLAT;
THENCE WEST, 80.00 FEET ALONG THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 138 ON PAGE 436 TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 98001540;
THENCE NORTH 233.52 FEET ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 98001540 TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 98001540, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRINGS;
THENCE N.89°58'02"E., 80.00 FEET ALONG THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRINGS AND THE NORTH LINE OF SAID TRACT 1 TO THE PLACE OF BEGINNING.

PREPARED BY DEAN P. SCHULTZ
COLORADO CERTIFICATE NO. 26973



EXHIBIT A-2 ORDINANCE 842

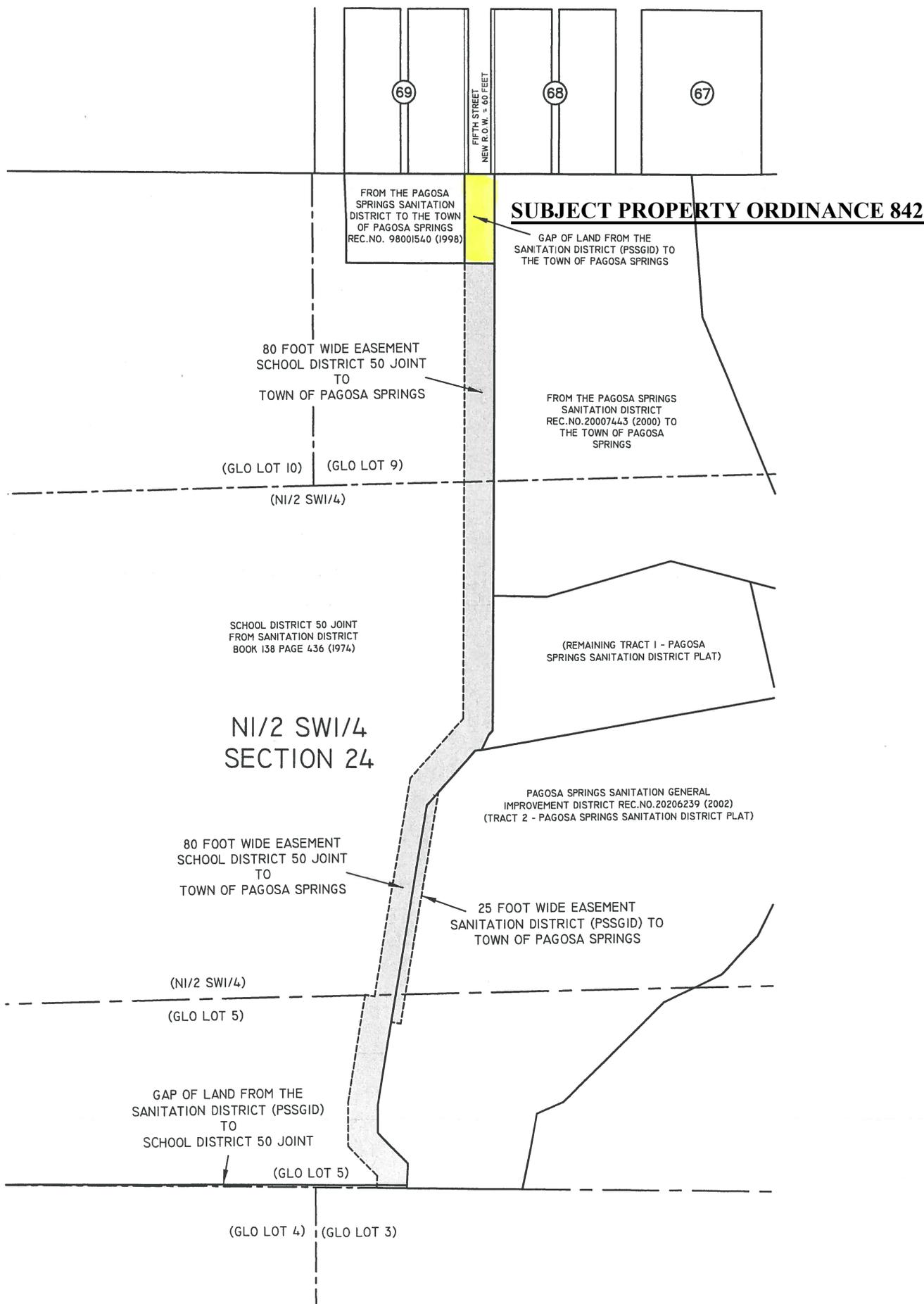


EXHIBIT B - ORDINANCE 842

QUITCLAIM DEED

25 Foot Strip of Land along Western Boundary of Lagoon Property

THIS DEED is made this ___ day of _____, 2016, between the Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantor” and the Town of Pagosa Springs, Colorado, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantee”.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, including the right to accept the public dedication thereof, and together with improvements, if any, situate, lying and being in the County of Archuleta and State of Colorado, described in **Exhibit A-1 and shown on Exhibit A-2** (the “Property”), hereto attached:

TO HAVE AND TO HOLD the Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:
TOWN OF PAGOSA SPRINGS SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By _____
Don Volger, President

EXHIBIT B-1 ORDINANCE 842



PROPERTY DESCRIPTION

PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT
TO
TOWN OF PAGOSA SPRINGS

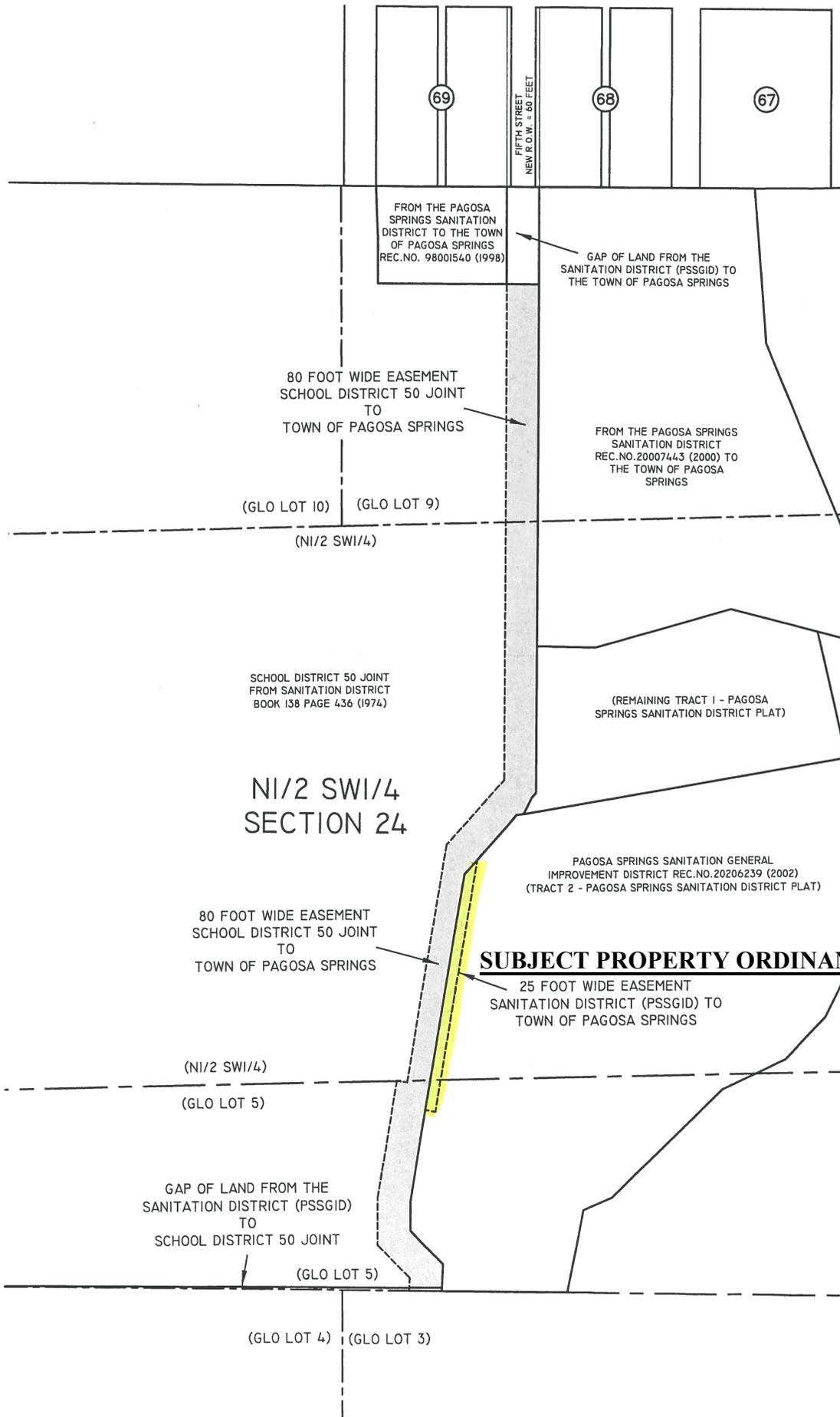
AN EASEMENT 25 FEET IN WIDTH LOCATED IN GLO LOT 5, 9, 10 AND THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2 SW1/4) OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 2 WEST, NEW MEXICO PRINCIPAL MERIDIAN AND ALSO WITHIN TRACT 2 AS SHOWN ON THE SANITATION ANNEXATION PLAT INTO THE TOWN OF PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING ON THE WESTERLY LINE OF SAID TRACT 2, WHENCE THE NORTHWEST CORNER OF SAID TRACT 2, BEARS N.42°07'09"E., 145.96 FEET DISTANT;
THENCE S.09°22'29"W., 611.48 FEET;
THENCE N.80°37'31"W., 25.00 FEET TO THE WESTERLY LINE OF SAID TRACT 2;
THENCE N.09°22'29"E., 572.60 FEET ALONG THE WESTERLY LINE OF SAID TRACT 2;
THENCE N.42°07'09"E., 46.22 FEET ALONG THE WESTERLY LINE OF SAID TRACT 2 TO THE PLACE OF BEGINNING.

PREPARED BY DEAN P. SCHULTZ
COLORADO CERTIFICATE NO 26973



EXHIBIT B-2 ORDINANCE 842



NI/2 SW1/4
SECTION 24

SUBJECT PROPERTY ORDINANCE 842

25 FOOT WIDE EASEMENT
SANITATION DISTRICT (PSSGID) TO
TOWN OF PAGOSA SPRINGS

80 FOOT WIDE EASEMENT
SCHOOL DISTRICT 50 JOINT
TO
TOWN OF PAGOSA SPRINGS

FROM THE PAGOSA
SPRINGS SANITATION
DISTRICT TO THE TOWN
OF PAGOSA SPRINGS
REC.NO. 98001540 (1998)

GAP OF LAND FROM THE
SANITATION DISTRICT (PSSGID) TO
THE TOWN OF PAGOSA SPRINGS

80 FOOT WIDE EASEMENT
SCHOOL DISTRICT 50 JOINT
TO
TOWN OF PAGOSA SPRINGS

FROM THE PAGOSA SPRINGS
SANITATION DISTRICT
REC.NO.20007443 (2000) TO
THE TOWN OF PAGOSA
SPRINGS

(GLO LOT 10) (GLO LOT 9)
(NI/2 SW1/4)

SCHOOL DISTRICT 50 JOINT
FROM SANITATION DISTRICT
BOOK 138 PAGE 436 (1974)

(REMAINING TRACT 1 - PAGOSA
SPRINGS SANITATION DISTRICT PLAT)

PAGOSA SPRINGS SANITATION GENERAL
IMPROVEMENT DISTRICT REC.NO.20206239 (2002)
(TRACT 2 - PAGOSA SPRINGS SANITATION DISTRICT PLAT)

(NI/2 SW1/4)
(GLO LOT 5)

GAP OF LAND FROM THE
SANITATION DISTRICT (PSSGID)
TO
SCHOOL DISTRICT 50 JOINT

(GLO LOT 5)
(GLO LOT 4) (GLO LOT 3)



AGENDA DOCUMENTATION

NEW BUSINESS: IV.3

PAGOSA SPRINGS TOWN COUNCIL

MAY 03, 2016

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

PROJECT: ORDINANCE NUMBER 844, FIRST READING, AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS ACCEPTING PROPERTY FROM THE ARCHULETA SCHOOL DISTRICT JOINT 50

ACTION: DISCUSSION AND POSSIBLE DECISION

PURPOSE/BACKGROUND

South Fifth Street south of the northern boundary of the Town Streets Department Shop, exists under a prescriptive right, as this portion of Fifth Street is south of the originally platted town boundary established in 1891, and has not been formalized as public right of way.

The property owner south of the Sanitation District lagoon property and High School property, JEM Properties, LLC, had approached the town in 2014 regarding future Fifth Street ROW access to a potential future development, which prompted research into the matter.

As a means to, as briefly as possible, describe the segments of land to formalize the South Fifth Street ROW, there are four portions of land that are needed to formalize the Fifth Street ROW, from the Town Shop to the JEM properties, LLC land, as follows:

- 1) The developed portion of Fifth Street directly in front of the Town Streets Shop is currently still owned by the Pagosa Springs Sanitation General Improvement District (PSSGID). This section is proposed to be formalized in PSSGID Ordinance 12, dedicating land from the Sanitation District to the Town, and Town Council Ordinance 842, accepting this land from the PSSGID.
- 2) The developed portion of Fifth Street along Yamaguchi Park and the undeveloped portion of land along the School Transportation Facility is currently owned by the School District. This portion is entirely within a platted 80-foot access easement from the southern boundary of the Town Shop all the way to the southern boundary of the High School Property. This section is proposed to be formalized in **Town Council Ordinance 844**, accepting the land from the School District. The School Board has previously approved the conveyance of this 80-foot-wide easement area to the Town for the current South Fifth Street alignment and future installation of improvements within the platted 80-foot access easement. The Quick Claim Deed will be formalized by the School District.
- 3) A swath of land east of the transportation facility belonging to the Sanitation District, which will allow the continuance of the 80-foot width of public ROW around the transportation facilities encroachment into the 80-foot access easement. This section is proposed to be formalized in PSSGID Ordinance 12, dedicating land from PSSGID to the Town of Pagosa Springs, and Town Council Ordinance 842 accepting the land from the PSSGID, Maintaining the FULL 80-foot-wide width is a request by JEM Properties, LLC., Due to the School District Transportation Facility's Encroachment into the 80-foot access easement.
- 4) A swath of land between the fence line and actual property line at the southern boundary of the school district property and JEM Properties, LLC. parcel. This land should have been included in the original 1974 land deeded to the School District from the Sanitation District, however, the deed references the fence line and not the actual property line. This will ensure the discrepancy is corrected and that the S. 5th Street ROW continues to the JEM Properties, LLC. Parcel. This conveyance is proposed to be formalized in PSSGID Ordinance 13.

ATTACHMENT(S)

Ordinance 844, An Ordinance of the Town of Pagosa Springs Accepting Property from Archuleta School District Joint 50.

FISCAL IMPACT

Recordation of Ordinances and Quitclaim Deeds

RECOMMENDATION

The Planning Director has provided the following alternative actions for the Town Councils consideration:

1. Approve the First Reading of Ordinance 844, An ordinance of the Town of Pagosa Springs Accepting Property from the Archuleta School District Joint 50.
2. Approve the First Reading of Ordinance 844, An ordinance of the Town of Pagosa Springs Accepting Property from the Archuleta School District Joint 50, with conditions of APPROVAL DETERMINED BY THE Town Council.....
3. DENY the First Reading of Ordinance 844.

TOWN OF PAGOSA SPRINGS, COLORADO

**ORDINANCE NO. 844
(SERIES 2016)**

**AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS
ACCEPTING PROPERTY FROM THE ARCHULETA
SCHOOL DISTRICT JOINT 50**

WHEREAS, the Town of Pagosa Springs (“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 Section 10.6 of the Pagosa Springs Home Rule Charter of 2003, the Town has full authority, power and control over all Town owned property, including streets, and including but not limited to, all power and authority to purchase such property, and section 12.19 of the Charter provides for the acquisition of property by Ordinance; and

WHEREAS, the Town Council hereby finds and determines that it is appropriate and necessary to the function and operation of the Town to accept the Quitclaim Deed for the certain real property known the 80-foot access easement along the eastern boundary of the Archuleta School District Joint 50 High School Property as described in **Exhibit A** attached herein, to be dedicated as South Fifth Street Public Right of Way;

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

I. Acceptance of Quitclaim Deed. The Quitclaim Deed, in the form attached hereto as Exhibit A, and the property conveyed by the Quitclaim Deed, are in all respects approved and accepted by the Town.

II. Public Inspection. The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.

III. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

IV. Second Reading. Second reading of this Ordinance shall be held on the ___ day of _____, 2016, at __:00 p.m. at the Pagosa Springs Town Hall, 551 Hot Springs Boulevard, Pagosa Springs, Colorado.uments

V. **Effective date.** This Ordinance shall become effective and be in force thirty days after final approval.

INTRODUCED, READ, AND ORDERED PUBLISHED 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 _____, 201__.

TOWN OF PAGOSA SPRINGS,
COLORADO

By: _____
Don Volger, Mayor

Attest:

April Hessman, Town Clerk

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED 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 _____, 201__.

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.844 (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 _____, 201__, 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 _____, 201__, 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 _____, 201__.

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. 844 (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 _____, 201__, 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 _____, 201__.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Pagosa Springs, Colorado, this __ day of _____, 201__.

April Hessman, Town Clerk

(S E A L)

EXHIBIT A - ORDINANCE 844

QUITCLAIM DEED

Portion of South Fifth Street and 80 Foot Access Easement Along Eastern Boundary of Archuleta County School District Joint 50 High School Property

THIS DEED is made this __ day of _____, 2016, between Archuleta School District Joint 50, whose address is PO Box 1498, Pagosa Springs, Colorado 81147-1498, hereinafter referred to as “Grantor” and the Town of Pagosa Springs, Colorado, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantee”.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, including the right to accept the public dedication thereof, and together with improvements, if any, situate, lying and being in the County of Archuleta and State of Colorado, as described in **Exhibit A-1 and Shown on Exhibit A-2** (the “Property”) attached hereto:

TO HAVE AND TO HOLD the Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR

Archuleta School District Joint 50

By: _____

Title: Greg Schick, Board Chair

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as Grantor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A-1 ORDINANCE 844



PROPERTY DESCRIPTION
SCHOOL DISTRICT 50 JOINT
TO
THE TOWN OF PAGOSA SPRINGS

AN EASEMENT LOCATED IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 2 WEST, NEW MEXICO PRINCIPAL MERIDIAN WITH A PORTION LOCATED WITHIN THAT TRACT OF LAND DESCRIBED IN BOOK 138 ON PAGE 436 AND A PORTION LOCATED WITHIN THAT TRACT OF LAND DESCRIBED UNDER RECEPTION NO. _____, TOWN OF PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

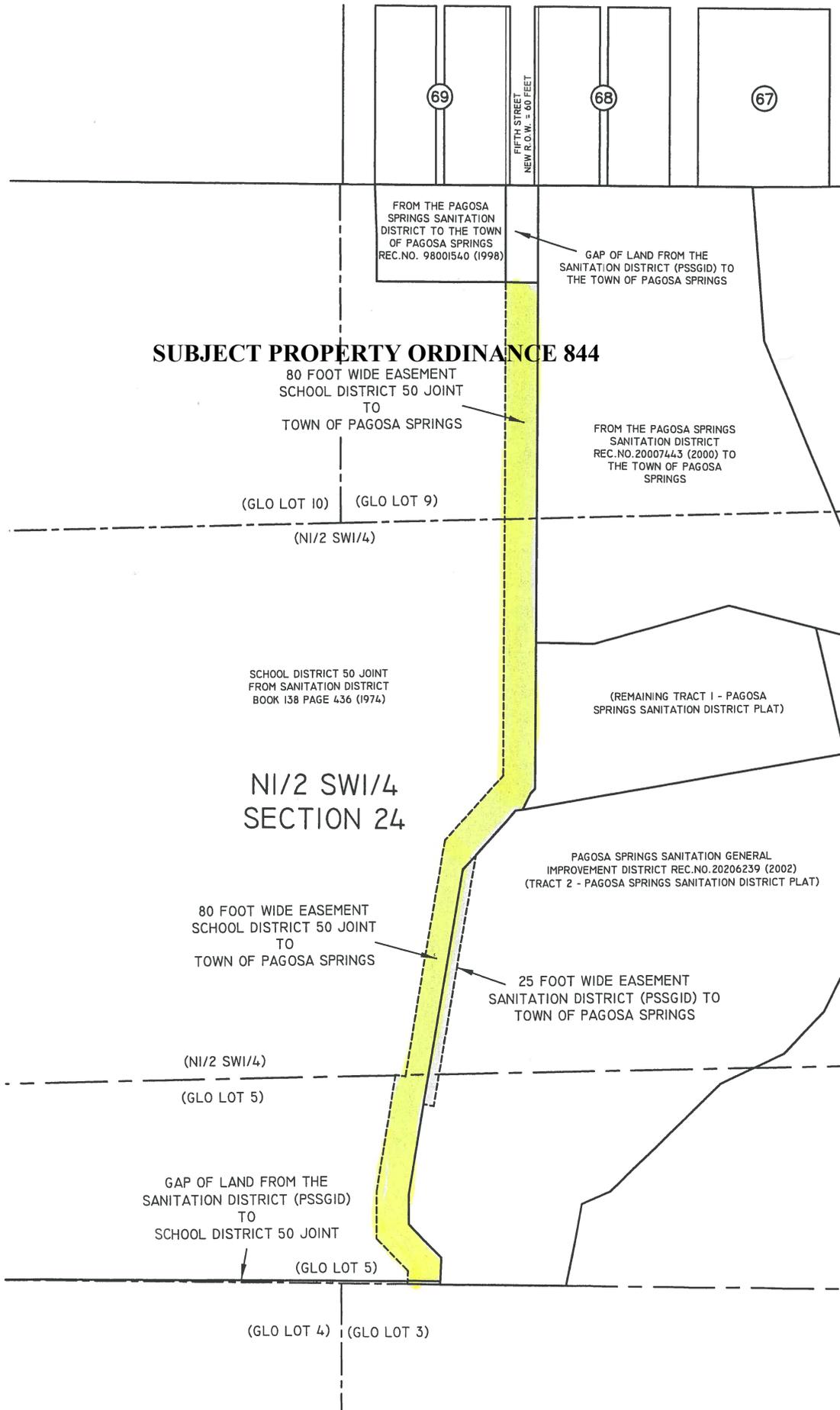
BEGINNING AT THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 138 ON PAGE 436 AND ALSO SHOWN ON THE SCHOOL DISTRICT 50 JOINT ANNEXATION PLAT;

THENCE SOUTH, 1219.18 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.41°57'30"W., 16.78 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.26°58'55"W., 43.64 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.83°01'56"W., 16.73 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.42°07'09"W., 192.18 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.09°22'29"W., 789.86 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.00°02'22"W., 72.49 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.45°49'17"E., 111.49 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND;
THENCE S.02°31'02"W., 63.41 FEET ALONG THE EAST LINE OF SAID TRACT OF LAND AND THE EAST LINE OF THE ABOVE PORTION OF LAND TO THE SOUTH LINE OF GLO LOT 5 OF SECTION 24;
THENCE N.89°44'19"W., 80.06 FEET ALONG THE SAID SOUTH LINE OF GLO LOT 5 OF SECTION 24;
THENCE N.02°31'02"E., 30.66 FEET;
THENCE N.45°49'17"W., 109.43 FEET;
THENCE N.00°02'22"E., 112.87 FEET;
THENCE N.09°22'29"E., 281.88 FEET;
THENCE S.80°37'31"E., 25.00 FEET;
THENCE N.09°22'29"E., 576.89 FEET;
THENCE N.42°07'09"E., 209.67 FEET;
THENCE NORTH, 1189.10 FEET TO THE NORTH LINE OF SAID TRACT OF LAND;
THENCE EAST, 80.00 FEET ALONG THE NORTH LINE OF SAID TRACT OF LAND TO THE PLACE OF BEGINNING.

PREPARED BY DEAN P. SCHULTZ
COLORADO CERTIFICATE NO. 26973



EXHIBIT A-2 ORDINANCE 844





AGENDA DOCUMENTATION

NEW BUSINESS: IV.4

PAGOSA SPRINGS TOWN COUNCIL

MAY 3, 2016

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: ORDINANCE 845 (FIRST READING), KATHY YOUNG DBA AT YOUR DISPOSAL FRANCHISE AGREEMENT

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE / BACKGROUND

In November of 1999, the Town Council passed Ordinance 536 granting a franchise agreement to Kathy Young to furnish collection and disposal of refuse with the Town of Pagosa Springs under a non-exclusive franchise agreement. This franchise agreement with Kathy Young has automatically renewed for successive five year periods in 2004, 2009, and 2014. The original Ordinance section 3.g refers to assistance during clean up and section 3.h refers to a dumpster at the Town shop on an annual basis.

Since the approval of Ordinance 536 in 1999, franchise agreements with other refuse companies have been updated and altered according to Home Rule Charter requirements and needs of the Town. The 2010 franchise agreement with Waste Management requires Waste Management to provide the Town with three 30-yard dumpsters during clean up week as well as two 6-yard dumpsters at the Town shop with weekly service. During negotiations with Kathy Young in 2009, it was agreed that Kathy Young, dba At Your Disposal, would provide three 30-yard dumpsters with two pulls each during clean-up week, and provide one 3-yard dumpster at Town Hall with weekly service and one 4-yard dumpster at the Community Center with service two times per week.

Although not formally adopted by ordinance, Kathy Young, dba At Your Disposal, has honored the agreement made with Town staff in 2009. Ordinance 845 formalizes the agreement made in 2009 and provides for a five year franchise agreement with one automatic five year renewal as provided in section 10.8.a of the Town Home Rule Charter.

ATTACHMENTS

- Proposed Ordinance 845

FISCAL IMPACT

In lieu of monetary franchise fee, the proposed franchise renewal agreement will continue a practice of waste/refuse pickup at the Town Hall and Community Center thereby saving the Town money.

RECOMMENDATIONS

Possible actions by the Town Council include:

1. **Move to approve the First Reading of Ordinance 845 granting a franchise to Kathryn Young, dba At Your Disposal, to operate a refuse collection service in the Town of Pagosa Springs**
2. **Move to NOT approve the First Reading of Ordinance 845**
3. **Direct staff.**

TOWN OF PAGOSA SPRINGS, COLORADO

**ORDINANCE NO. 845
(Series 2016)**

AN ORDINANCE GRANTING A FRANCHISE TO KATHRYN YOUNG DBA AT YOUR DISPOSAL TO OPERATE A REFUSE COLLECTION SERVICE IN THE TOWN OF PAGOSA SPRINGS, COLORADO, AND TO USE THE STREETS AND ALLEYS OF THE TOWN FOR SUCH PURPOSE AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF THIS FRANCHISE.

WHEREAS, the Town of Pagosa Springs (“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 (“Charter”); and

WHEREAS, pursuant to Article 10 of the Charter the Town Council has the power to grant franchises for the right to use or occupy streets, alleys and property of the Town; and

WHEREAS, the Town wishes to authorize the services of a qualified private refuse company and to have some control over the operation of such refuse company; and

WHEREAS, Kathryn Young dba At Your Disposal (“At Your Disposal”) wishes to collect and dispose of refuse within the Town under a non-exclusive franchise agreement with the Town; and

WHEREAS, At Your Disposal has provided refuse collection and disposal service to residential and commercial customers in Pagosa Springs and surrounding area for the past sixteen years; and

WHEREAS, the Town Council hereby finds and determines that continuing the services of At Your Disposal for refuse collection and disposal is appropriate and necessary to the function and operation of the Town.

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

Section 1. Term.

Subject to terminations herein provided, the term of this non-exclusive Franchise Agreement and Ordinance shall be for five (5) years with services of At Your Disposal to commence upon the effective date of this Ordinance and to terminate five (5) years from that date unless sooner terminated. This Franchise Agreement and Ordinance shall be automatically renewed for one (1)

additional five (5) year term unless notice of non-renewal is provided by either party in writing at least thirty (30) days prior to the expiration of the initial five year term.

Section 2. Independent Contractor.

At Your Disposal shall carry out all the terms of this Franchise Agreement and Ordinance as an independent contractor, and not as an agent, servant, employee, or partner of the Town.

Section 3. Service.

At Your Disposal shall:

- (a) Provide regularly scheduled refuse collection service to residential areas not less than once per week.
- (b) Provide scheduled refuse collection service to commercial and industrial areas, and establish frequency of collection and container capacity with the customers as are necessary to adequately service the customer.
- (c) Not litter any street or premises in the process of providing refuse collection service and shall promptly remove and clean up any spillage.
- (d) Subject to reasonable modifications which the Town may require, commence residential refuse collection service no earlier than 6:00 a.m. and terminate such service no later than 8:00 p.m.
- (e) Without delay, after removing refuse from any container, cause such container to be replaced at its designated position with lid or cover on and in place.
- (f) Require its employees and personnel to avoid crossing private or public planted and landscaped area and to avoid climbing or jumping over hedges, fences or shrubbery.
- (g) Upon one week's notice, annually provide the Town for a minimum of one week with three, 30-yard capacity, roll-off dumpsters with two pulls on each dumpster, if required, for a total of six (6) dumpsters at no cost to the Town. Any landfill disposal fee shall be paid by the Town.
- (h) Provide to the Town on a continual basis one 3-yard dumpster with weekly collection at the Town Hall and one 4-yard dumpster with collection two times per week at the Community Center at no cost to the Town.

Section 4. Collection Equipment.

- (a) At Your Disposal shall use only industry standard, serviceable collection equipment that meets all federal, state, and local requirements and is modern, sanitary, and motor-propelled, for collection from commercial and residential units, and shall provide to all residential units at least one 96-gallon wheeled plastic cart with attached lid for curbside collection from each residential unit.
- (b) All trucks or other equipment used in collecting refuse shall be maintained in proper working condition and thoroughly cleaned at least once a week and deodorized or disinfected when necessary to maintain such equipment in a sanitary and non-offensive condition. No refuse material shall be allowed to remain in a truck or other collection equipment while parked overnight.

- (c) All trucks and collection equipment shall be clearly identified with the At Your Disposal name or comparable corporate entity and telephone number affixed thereto. Collection trucks shall be painted uniform colors. All vehicles shall be equipped with a fire extinguisher, first-aid kit, broom, shovel, and spill clean-up kit.
- (d) At Your Disposal shall provide adequate vehicles and back-up equipment to complete routes and service customers on schedule.

Section 5. Maintenance of Containers.

At Your Disposal shall:

- (a) Perform all maintenance, repairs and replacement of refuse bins and containers, and all residential carts and commercial dumpsters as necessary to maintain them in proper operating order.
- (b) Be entitled to seek restitution from the responsible third parties for all maintenance, repair and replacement occasioned by the negligent or intentional acts of such third parties.

Section 6. Personnel.

At Your Disposal shall:

- (a) Employ and retain supervisors and employees who are experienced and qualified to assure performance of this Franchise Agreement and Ordinance.
- (b) Provide adequate operating and safety training for all its employees and personnel.
- (c) Require route employees to wear a clean uniform bearing At Your Disposal's name and the employee's name.
- (d) Encourage that at least one employee on each collection crew be trained in first-aid.
- (e) Assure that each employee who drives or operates vehicles or equipment is properly trained in the operation thereof and that each such employee shall be in possession of any appropriate vehicle or equipment license required for the operation thereof.
- (f) Subject all At Your Disposal employees to random drug and alcohol screening pursuant to At Your Disposal's policies. All At Your Disposal employees, regardless of position, are required to take a drug test prior to employment.
- (g) Exonerate, indemnify and hold harmless, the Town from and against, and assume all responsibility for payment of wages or salary and all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, worker's compensation and any other applicable wage, hour, and personnel laws, and compliance with the same, with respect to At Your Disposal's employees.
- (h) Not discriminate against any customer, employee, or applicant for employment because of race, creed, color, sex, national origin, age or handicap.
- (i) Illegal Aliens. At Your Disposal certifies that At Your Disposal shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. At Your Disposal shall not knowingly employ or contract with an illegal alien to perform work contemplated by this Franchise Agreement and Ordinance or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. At Your Disposal represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for

employment to perform work contemplated by this Franchise Agreement and Ordinance through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101 *et seq.*, C.R.S. At Your Disposal shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If At Your Disposal obtains actual knowledge that a subcontractor performing work contemplated by this Franchise Agreement and Ordinance knowingly employs or contracts with an illegal alien, At Your Disposal shall: (i) notify the subcontractor and the Town within three days that At Your Disposal has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. At Your Disposal shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If At Your Disposal fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Town may terminate this Franchise Agreement and Ordinance for breach and At Your Disposal shall be liable for actual and consequential damages to the Town. If At Your Disposal participates in the Department Program, At Your Disposal shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Town.

Section 7. Complaint Procedure.

(a) At Your Disposal shall provide a fully staffed customer service center (“Call Center”) with customer service representatives who can process and resolve customers’ complaints, requests and concerns, answer billing questions, start new service or cancel service, and process applications for residential, commercial and special services.

(b) At Your Disposal shall employ a sufficient number of personnel to answer all inquiries and complaints from the public concerning service of At Your Disposal. Call Center hours of operation shall be Monday-Friday 8:00 a.m. to 5:00 p.m., and Saturday from 8:00 a.m. to noon. At Your Disposal shall equip the Call Center with a telephone system, which shall include an automatic telephone answering device or answering service for processing inquiries and complaints from the public during non-business hours. At Your Disposal shall also keep a telephone listing in the Pagosa Springs telephone directory.

(c) All complaints shall be promptly investigated as soon as possible and resolved as quickly as feasible and practicable. At Your Disposal shall have available at all times competent personnel who shall have authority to represent At Your Disposal and its relations with the Town and the public.

Section 8. Permits and Licenses.

At Your Disposal has and shall maintain at its own expense all permits and licenses required by law or ordinance to effect the performance of this Franchise Agreement and Ordinance.

Section 9. Disposal of Refuse.

At Your Disposal shall deliver all refuse collected by it to an approved sanitary landfill and properly dispose of it in accordance with the regulations of the Colorado Department of Health.

Section 10. Compliance with Law.

In its performance of the terms and conditions of this Franchise Agreement and Ordinance, At Your Disposal shall comply with all Town, County, State and Federal laws, ordinances and regulations now in effect or which may be hereafter enacted to regulate all activities which are the subject of this Franchise Agreement and Ordinance. At Your Disposal shall keep informed of all existing and future local, state and federal laws and Municipal ordinances and regulations which in any manner affect those engaged or employed in the work or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction of the same. At Your Disposal shall cause all their agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town and all its officers and agents and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, order and decree whether by itself or its employees.

Section 11. Indemnification; Minimum Insurance Requirements.

At Your Disposal assumes all risk of loss or injury to property or persons arising from any negligent acts or omissions while performing its operations under this Franchise Agreement and Ordinance and agrees to indemnify and hold harmless the Town from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury. It is expressly understood that the foregoing provisions shall not in any way limit the liability of At Your Disposal. At Your Disposal agrees to carry insurance in the minimum amounts as follows:

- (a) At Your Disposal's Comprehensive All-Risk Insurance, and Liability Insurance policies, shall name the Town as an additional insured;
- (b) At Your Disposal's Comprehensive, General and Automobile Liability Insurance shall be maintained with the following coverage: General Liability of \$5,000,000 and General Aggregate of \$6,000,000; Automobile Liability - Combined Single Limit of \$1,000,000; Excess/ Umbrella Liability of \$15,000,000; and Workers Compensation Liability of \$3,000,000, or such greater amounts as may be set forth as the limits of the Town's liability under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S. ("CGIA").
- (c) Prior to the commencement of any work hereunder, At Your Disposal shall furnish to the Town Certificates of Insurance as evidence that such insurance is in full force and effect and shall, before employing any subcontractor who may be approved under this contract, require said subcontractor to furnish such Certificates of Insurance; and
- (d) The policies referred to in paragraph 11(b) shall be issued by companies authorized to conduct business in the State of Colorado and shall name the Town as an additional insured and

shall insure the Town on the same general terms and to the same general effect as the foregoing agreement of Contactor to indemnify and hold harmless the Town. The policy must contain a provision requiring the insurer to notify the Town at least thirty (30) days prior to cancellation of the policy;

(e) At Your Disposal hereby authorizes its insurers during the term of this Agreement to provide to the Town confirmation of At Your Disposal's insurance coverage and copies of insurance policies.

Section 12. Lawsuits.

At Your Disposal shall pay any judgment which may be obtained against the Town, either alone or jointly with At Your Disposal or injury or damage to person or property by reason of the performance or non-performance by At Your Disposal of the terms of this Franchise Agreement and Ordinance or in connection with the infringement by At Your Disposal of any patents, provided that if the Town alone is sued for such injury or damage, immediate notice in writing shall be given to At Your Disposal to appear and defend such action. At Your Disposal's obligation under this Section shall be limited to exclude the portion, if any, of such judgment which results from or arises from negligent acts or omissions, or willful misconduct of Town. Nothing herein shall constitute a waiver by the Town of the requirements, protections or limitations of the CGIA.

Section 13. Commercial and Residential Rates.

At Your Disposal shall establish and maintain a fair and equitable schedule of costs and charges to customers.

Section 14. Delinquent Accounts.

At Your Disposal may discontinue services to delinquent accounts as required by prudent business practices, after providing notice to the responsible party and an opportunity to appear and be heard as to why the account is delinquent.

Section 15. Assignment.

The rights authorized by this Franchise Agreement and Ordinance are not assignable either voluntarily or by operation of law without the consent of the Town. In the event At Your Disposal becomes insolvent or files for bankruptcy, then the rights authorized hereby shall be immediately canceled.

Section 16. Subcontractors.

At Your Disposal shall not subcontract work or business contracted under this Franchise Agreement and Ordinance without the prior written consent of the Town.

Section 17. Default and Termination.

In the event At Your Disposal fails to perform any of the provisions hereof, the Town Manager (or his designee) shall give At Your Disposal written notice specifying the provisions hereof that have been breached or defaulted, and shall so notify the Town Council. At Your Disposal shall have thirty (30) days from receipt of such notice from the Town in which to correct any such breach or default. In the event At Your Disposal does not make such correction within said thirty (30) days period as hereinabove provided, then the Town Council may order the termination of the Franchise Agreement and Ordinance after public hearing upon the matter of At Your Disposal's default before the Town Council following not less than ten (10) days notice of such hearing to At Your Disposal.

Section 18. Reservation.

This Franchise Agreement and Ordinance is subject to the provisions of the Constitution and laws of the State of Colorado and all ordinances enacted by the Town Council.

Section 19. Illegal Provisions.

If any provision of the Franchise Agreement and Ordinance shall be declared illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

Section 20. Notice.

A letter addressed and sent by certified United States First Class Mail to either party at its business address shall be sufficient notice whenever required for any purpose in this Franchise Agreement and Ordinance.

The address of the Town for the purpose of this Franchise Agreement and Ordinance is: Town of Pagosa Springs, Post Office Box 1859, Pagosa Springs, Colorado, 81147.

The address of At Your Disposal for the purpose of this Franchise Agreement and Ordinance is: At Your Disposal, Post Office Box 5907, Pagosa Springs, Colorado 81147.

Section 21. Law to Govern: Venue.

This Franchise Agreement and Ordinance shall be governed by the laws of the State of Colorado, both as to interpretation and performance, and any judicial action to interpret or enforce it shall be brought in the Archuleta County, Colorado, District Court.

Section 22. Modification.

This Franchise Agreement and Ordinance constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 23. Right to Require Performance.

The failure of the Town at any time to require performance by At Your Disposal of any provisions hereto shall in no way affect the right of the Town thereafter to enforce the same. Nor shall waiver by the Town of any breach or any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Section 24. Force Majeure.

At Your Disposal's performance may be temporarily suspended in the event of Force Majeure. For purposes hereof, "Force Majeure" shall mean acts of God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, accident to machinery, equipment or materials, unavailability of required materials or disposal site, governmental restraint or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party affected by the Force Majeure event. At Your Disposal shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if At Your Disposal's performance is prevented or delayed by Force Majeure. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of At Your Disposal, and At Your Disposal may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive At Your Disposal of the benefit of this Section.

Section 25. Other Contractors.

This franchise granted to At Your Disposal is a non-exclusive franchise to allow collection of refuse from the streets in the Town and permission is hereby granted to franchise to allow containers to be placed upon portions of the streets of Pagosa Springs for the purpose of facilitating refuse collection, the same to be removed by the customers as soon as the collection is completed. The Town reserves the right to grant other franchise agreements, but no such franchise agreement shall be granted to any other person, company or corporation unless the above minimum requirements have been met and after a vote of the Town Council. Before any other franchise agreement for refuse collection might be granted by the Town Council, proper application for the granting of such franchise shall be made to the Town Council.

Section 26. Attorneys Fees.

At Your Disposal agrees to pay within thirty (30) days of billings, all legal fees and costs associated with the preparation of this Franchise Ordinance.

INTRODUCED, READ, AND ORDERED PUBLISHED 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 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. 845 (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, including violations of this ordinance and a statement that the full text of the Ordinance, including any amendments, is available for public inspection at the office of the Town Clerk at Town Hall, 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. 845 (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 the ____ day of _____, 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)

ACCEPTANCE OF TERMS OF ORDINANCE

COMES, NOW, Kathryn Young dba At Your Disposal, and hereby agrees to carry out the terms of the above and foregoing Franchise Agreement and Ordinance granting a franchise to Kathryn Young dba At Your Disposal and allowing it to collect refuse in the Town of Pagosa Springs, Colorado, and agrees to abide by all terms of said Franchise Agreement and Ordinance.

KATHRYN YOUNG.

Date _____, 2016

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing Acceptance of Terms of Ordinance was acknowledged before me this ____ day of _____ 2016, by _____ as _____ of Kathryn Young dba At Your Disposal.

Witness my hand and official seal.

Notary Public

My commission expires: _____



AGENDA DOCUMENTATION

NEW BUSINESS:IV.5

PAGOSA SPRINGS TOWN COUNCIL

MAY 3, 2016

SCOTT LEWANDOWSKI, PROJECTS MANAGER

PROJECT: HOT SPRINGS PEDESTRIAN BRIDGE PURCHASE ORDER

ACTION: DISCUSSION AND POSSIBLE DECISION

PURPOSE/BACKGROUND

Staff seeks Council direction to move forward with the Hot Springs pedestrian bridge replacement because the current bridge has structural deficiencies. Despite not receiving the GOCO award, staff have worked on providing cost effective solution for the acquisition of the new bridge. Staff received various interest from the community in regards to the purchase of the old bridge and went out to bid to formally capture the interest. The result of the bid process yielded one bid from a local resident, which will recoup a considerable percentage of the new bridge cost. In addition to the pending sale of the old bridge, staff negotiated with the manufacturer, Big R bridge, to obtain the new bridge at their cost or \$97,625.00. Both combine to provide significant cost savings for the acquisition of the new bridge.

Staff understands the importance of this bridge, so it will coordinate with Davis Engineering, Big R, and the future general contractor to ensure that the bridge replacement is minimally disruptive to the downtown area. Staff anticipates that the bridge replacement will take place after labor day to minimize the impact on tourism activity.

Staff recommends that the Council execute the Hot Springs pedestrian bridge replacement and allow the Town Manager to execute the purchase documents. These recommendations will effectively align with the proposed September installation timeline.

ATTACHMENT(S)

Big R Bridge purchase order

FISCAL IMPACT

The new bridge will cost \$97,625. The 2016 budget has \$195,500 for the bridge replacement.

RECOMMENDATION

Possible actions by Council include:

1. Authorize the Hot Springs pedestrian bridge replacement and allow the Town Manager to execute the purchase documents.
2. Not authorize the Hot Springs pedestrian bridge replacement.
3. Direct Staff.



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QUOTATION

Quotation Date: 3/25/2016
Bid Date: _____
Expiration Date: 5/25/2016
Opportunity No.: 2015-02474

PROJECT: Springs Ped Bridge Replacement-Pagosa Springs,CO

Item	Description	Quantity	Unit Price	Total Price
1	<p>Prefabricated steel truss pedestrian bridge superstructure with features as described below:</p> <p>Bridge Model: Truss - H Section Length: 125 ft (out to out dimension) Width: 8 ft (clear between trusses) Design Code: AASHTO LRFD Guide Specification Design Vehicle: 8000 LBS. Live Load: 90 psf (LRFD) Number of Pieces: 2 (field bolting by others) Finish: Weathering - SP6 Clean Bridge Decking: 3x12 (Nom) Douglas Fir Select Structural, S4S, treated ACQ 0.40 or refusal (shop-installed) Railing Type: Horizontal Rails - 4" Max Opening Railing Height: 52" Included Options: One Diagonal per Bay; Rubrail - IPE; Toe Plate Bearings: Bearing assemblies included. Preliminary Superstructure Weight: 55,600 lbs.</p> <p>Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Colorado.</p>	1 ea.	Lump Sum Includes Freight	\$97,625.00



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To ensure quality standards are followed, Big R Bridge holds the following certifications:

- In the United States we are certified under the AISC Quality Certification Program for Simple and Major Steel Bridges with Fracture Critical and Sophisticated Paint endorsements.
- In Canada we are certified under the Canadian Welding Bureau (CWB) as being qualified under CSA Standard W47.1, Division 2.

Dimension & Weight Disclaimer:

- All dimensions and weights listed in this proposal are approximate and are subject to change upon final design parameters and customer approval of engineered submittal drawings.
- Do not base the selection and/or mobilization of installation equipment off of approximate dimensions and weights.
- Final dimensions and weights will be noted on customer approved submittal drawings.

The following items are not included with this proposal:

- third-party inspection of bridge during fabrication,
- design, excavation and construction of bridge abutments,
- anchor bolt design, supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of reinforced concrete deck (if applicable),
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax.
- Approach rail
- UT/RT testing
- Expansion/sealed or compression joints
- Fracture critical consideration
- Bridge grade or skewed ends

We hereby order the products and services covered in this Quotation subject to the General Terms and Conditions of Sale as well as Product Specific Terms and Conditions of Sale attached to and incorporated by reference to this Quotation.

Accepted by: _____

Quote by: _____

Title: _____

Todd Huggans
 Market Manager - Mountain Central
 Phone: (970) 347-2203
 Email: thuggans@bigrbridge.com

Company: _____

Date: _____

Opportunity No.: 2015-02474

Project: Springs Ped Bridge Replacement-Pagosa Springs,CO



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GENERAL TERMS AND CONDITIONS OF SALE

1. **Acknowledgment:** Acceptance and signing of this Quotation constitutes full acceptance of all terms contained herein. Conflicting or additional terms in Customer's purchase order or contract shall not apply. Notwithstanding the foregoing, final acceptance of this signed Quotation by Big R Bridge is subject to credit approval of the Customer, which is at Big R Bridge's sole discretion. Vist-A-Wall Systems is a division of Big R Bridge and all references made herein to Big R Bridge shall be interpreted interchangeable with Vist-A-Wall Systems.
2. **Payment Terms:** At time of order, a progress payment as defined by the Product Specific Terms and Conditions of Sale will be required. If a progress payment, as defined, is not received prior to expiration of this Quote, then pricing is subject to change due to fluctuations in material, freight and other service costs. Additional progress payments may be required depending upon the complexity and schedule of the project. Credit terms will be determined on the remaining balance, after review of trade and bank reference made by our credit department. Payment terms of Net 30 days, contained in this proposal, may not be changed without written authorization from Big R Bridge. Acceptance of this Quotation constitutes acceptance of these credit terms. Customer and any guarantor(s) jointly and severally agree to (1) reimburse Big R Bridge for all reasonable cost of collecting any outstanding payments, including attorney fees and (2) pay interest on such outstanding payments due past 30 days at the maximum legal interest rate allowed by law in the State of Colorado or the state in which the project is located, whichever is higher. In addition, no retention shall be withheld from payments. If unauthorized retention is withheld from the payment by the Customer, for whatever reason, the retention balance shall be subject to an additional Service Charge of 2% per month on any balance due past 30 days from invoice date. PAYMENTS TO BIG R BRIDGE SHALL NOT BE DEPENDENT UPON, OR OTHERWISE SUBJECT TO OR CONDITIONED UPON, THE RECEIPT BY CUSTOMER OF PAYMENT FROM THE OWNER OR ANY OTHER SOURCE.
3. **Delivery Point & Acceptance:** Prices include delivery to Paqosa Springs, Colorado, via standard highway tractor-trailer unless otherwise stated in this Quote and as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment (e.g. steerable dolly, transfer cranes, etc.), or, at Customer's option, to storage with the same access conditions. If the Customer changes the delivery schedule within 2 weeks of scheduled delivery there is a \$1,000 change fee plus any permit fees, pilot cars and any other expenses or losses incurred by the date change. It is the Customer's responsibility to unload and assemble. Unloading time exceeding 1½ hours per load will be billed at \$150.00 per hour. Any delays by customer exceeding 3 ½ hours could result in additional expenses to the freight carrier for additional loss of revenue. Customer shall be responsible to provide suitable facilities for storage and unloading. Customer shall verify the condition and quantity of product and materials with the trucker Bill of Lading within 24 hours of delivery and shall notify Big R Bridge in writing of any discrepancies within the same time period. If notice is not received within 24 hours, then Customer waives its right to claim and it will be at Big R Bridge's sole discretion to decide if a remedy is appropriate. Big R Bridge will not be responsible for any loss or damage to products and materials covered by this Quotation after delivery. Installation by customer constitutes acceptance of product and/or materials supplied.
4. **Submittal and Delivery Dates:** After an order has been placed, Big R Bridge and the Customer will agree upon a delivery date(s) ("Delivery Date(s)") which will be confirmed by Big R Bridge. As the project proceeds, periodic adjustment to a single (or multiple) Delivery Date(s) may occur upon agreement between both parties. Unless otherwise agreed upon in writing, the Customer is allowed 14 calendar days from transmittal of submittals to provide Big R Bridge with approval to fabricate. Delays in approval of submittal drawings beyond the specified approval time shall extend delivery dates. The extension of the delivery date will be renegotiated between Big R Bridge and the Customer based on when actual approval is obtained and the then current production schedule of Big R Bridge. If after 30 calendar days, submittal approval has not been received, Customer will be invoiced for all engineering fees incurred to date and the delivery schedule will be revised to reflect current Big R Bridge backlog/production demands and price renegotiation of this Quote may occur. If after 60 calendar days, submittal approval has not been received, then the project will be placed ON HOLD, with no further action being taking by Big R Bridge. Customer will be invoiced for all costs incurred to date and a revised Delivery Date(s) will be determined only once approval is received, current Big R Bridge production capacity is reviewed and all outstanding invoices have been paid in full. If for any reason, the Customer delays delivery beyond the Delivery Date(s) (or any agreed revisions thereto), the Customer will be immediately invoiced for 100% of the purchased price and payment is due Net 30 days from date of invoice. If delivery is not taken by the Delivery Date(s) (or any revisions thereto), a storage fee of \$500.00 per month per structure or span (not delivered) will also be assessed beginning the 1st of the month immediately following the Delivery Date(s). All storage fees must be paid prior to shipment of product. Also, Big R Bridge reserves the right to re-quote freight for new delivery date(s) and any increase in freight cost above that corresponding to the original Delivery Date(s) will be added to the purchase price.
5. **Cancellation:** If Customer cancels project anytime after acceptance of this Quotation, cancellation fees will be assessed, including all costs incurred to date at the time of cancellation. In order to meet the delivery times listed in Item 4, materials for this project are ordered at the time shop drawings are first submitted. If the Customer cancels the project after the shop drawings are submitted, a material charge may at the discretion of Big R Bridge be applied.
6. **Transfer of Title:** Transfer of title to the Customer for goods delivered pursuant to this Quotation shall occur at the time of delivery in instances when Big R Bridge is responsible for transportation. For Customer arranged transportation, transfer of title will occur at the time of pick-up from Big R Bridge facilities or designated suppliers. Notwithstanding the foregoing, Big R Bridge shall have the right to repossess the goods, in whole or in part, upon customer's failure to make any payment when due.
7. **Performance of Warranty Work:** Big R Bridge reserves the right, at its sole discretion, to perform warranty work on its products as covered in the Product Specific Terms and Conditions of Sale. This right will extend to providing its own labor and materials (or subcontractor services) irrespective of any local organized labor or union rules. To the extent that a Customer is utilizing union or organized labor, this shall not affect Big R Bridge's ability to self-perform its Warranty obligations.
8. **Assembly & Installation:** Assembly shall be completed per Big R Bridge engineered drawings and installation instructions as provided. If any



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questions arise during installation or assembly of Big R Bridge products, it is the Customer's responsibility to contact Big R Bridge for assistance. Big R Bridge will not be liable for costs or damages incurred by Customer due to a lack of instruction, failure to follow installation/assembly procedures or for failure by the Customer to contact Big R when questions or issues arise. To the fullest extent permitted by law, the Customer shall indemnify, defend, and hold harmless Big R Bridge and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Customer's responsibilities under this paragraph.

9. **Technical Assistance:** Any technical assistance provided by Big R Bridge at the request of Customer is of a consulting nature and shall not at any time relieve Customer of its sole responsibility to assemble or construct the Structure, including the installation of the Materials provided, in accordance with the Project Specifications and all applicable local, state or federal statutes and regulations, including, without limitation, the responsibility to use backfill material and compaction procedures conforming to the Project Specifications. Such technical assistance also shall not shift the responsibility for Project design, or any part thereof, to Big R Bridge. The provision of technical assistance is for the benefit of the Customer only and shall not be for the benefit of any other party, including the Project Owner.
10. **Delays:** If the Customer contends that Big R Bridge is delaying the Project, or any portion thereof, Customer shall notify Big R Bridge in writing within 48 hours of the start of the delay, and allow seven (7) business days for correction of such delay. Such notice is a condition precedent to the Customer's right to claim against Big R Bridge for such delay. If notice is not provided in accordance with the terms of this paragraph, Customer waives its right to any claim for delay.
11. **Excusable Delays and Consequential Damages:** Big R Bridge shall not be liable any damages as a result of delays in design, delivery, construction, or completion of the Project due to causes beyond its reasonable control, including but not limited to, delays in the approval of drawings, or acts or failure to act by the Customer, the Architect/Engineer, the Owner and/or any other contractor. Excusable delays also shall include, without limitation, strikes, fires, floods, acts of God, acts of government, failure of supplier's truckers, or civil strife. In the event of such delays, the delivery schedule shall be adjusted. Such delays shall not relieve Customer of its obligation to accept and pay for the products and materials under this Quotation and in accordance with the Payment Terms. Big R Bridge will not be liable for incidental, consequential or liquidated damages.
12. **Patents, Trademarks, and Proprietary Rights:** Big R Bridge has actual or pending patents, trademarks, and proprietary rights in certain of the Materials, processes, and configurations supplied to Customer. The drawings and other information supplied to Customer remain the property of Big R Bridge and may not be disclosed or provided to any other person or used for any other purpose without Big R Bridge written consent.
13. **Fuel Surcharges:** Applicable fuel surcharges will be calculated and added to invoice amount at time of shipment.
14. **Sales Tax:** Prices do not include sales tax (if applicable).

PRODUCT SPECIFIC TERMS AND CONDITIONS OF SALE

PREFABRICATED STEEL BRIDGES

1. **Progress Payment:** At time of order, a progress payment of **30%** will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its prefabricated steel bridges to be free of design, material, and workmanship defects for a period of ten (10) years from the earlier of the date of delivery or from 60 days after final fabrication. Naturally durable hardwood decking and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay from the earlier of the date of delivery or from 60 days after installation on the structure. Other types of wood are excluded under this warranty. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless Owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Paint, galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

STEEL STRUCTURAL PLATE

1. **Progress Payment:** At time of order, a progress payment of **30%** will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its steel structural plate to be free of design, material, and workmanship defects for a period of one (1) year from the earlier of the date of delivery or from 60 days after final fabrication. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

MECHANICALLY STABILIZED EARTH (MSE) WALLS

1. **Progress Payment:** At the time initial design drawings are submitted, an Engineering & Mobilization fee will be required as outlined in payment breakdown of this Quotation (Section I).
2. **Additional Terms of Delivery:** Delivery shall be in full truckload quantities. To the extent that material is needed by the customer on a schedule that does not allow for full truckload shipping, Big R will charge an additional fee above the unit pricing contained in this quotation to cover the under-utilized freight cost. MSE panel dunnage is the property of others and if requested, shall be returned by the Customer at Customer's expense.



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3. **Warranty:** Big R Bridge warrants that the Materials furnished hereunder shall conform to the Project Specifications and shall be free from defects in material and workmanship. Customer's exclusive remedy for any defects in the Materials shall be limited to replacement or repair, at Big R Bridge' sole discretion. The warranties set forth herein are made by Big R Bridge and accepted by Customer in lieu of all statutory or implied warranties, other than as to title. This warranty shall apply only when Customer has given Big R Bridge written notice of defect or nonconformity upon delivery of the Materials to Customer in accordance with the terms of this Quotation. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

FOUNDATION DESIGN SERVICES

1. **Scope of Service:** Big R Bridge may provide structural design of foundation systems that are incorporated into our Prefabricated Steel Bridges and Steel Structural Plate products, as outlined in this Quotation. These services are limited to the structural foundation design only, and will include signed and sealed drawings and calculations by a Registered Professional Engineer. These services do not include the civil engineering required to determine structure length and layout, site grading, wing wall and head wall layout, hydraulic analysis, scour analysis, or any other site specific engineering typically requiring the services of a Civil Engineer. The

Foundation Design Service will only be provided by Big R Bridge if a written Geotechnical Report is submitted obtaining full foundation recommendations for the site specific structure. Soil borings within 200 feet of the structure must also be included within this Geotechnical Report.

2. **Construction Costs:** Big R Bridge will not be responsible for the construction costs associated with the foundation system. Big R Bridge will provide a design based on the Geotechnical Report and the structure being provided, and will not be liable if the foundation is deemed to not be an efficient solution.
3. **Preliminary Designs:** At the time of Quotation, Big R Bridge may provide "preliminary" foundation designs to aid in the costing of the project. However any foundation design designated as "preliminary" may change during the final design process after award of the project to Big R Bridge. It is the Customer's responsibility to appropriately consider this qualification in their own work, proposals and bids knowing that the preliminary design may change during the final design process. Big R Bridge will not be liable for any additional construction costs incurred related to a change from a preliminary design to a final design, regardless of the reason for this change, including insufficient information, preliminary design errors, site changes, structure loading, or any other modifications to the structure other than specified within this Quotation.



AGENDA DOCUMENTATION

NEW BUSINESS: IV.6

PAGOSA SPRINGS TOWN COUNCIL

MAY 3, 2016

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: CERTIFICATE OF DEPOSIT (CD) INVESTMENT UPDATE AND DIRECTION

ACTION: UPDATE AND POSSIBLE ACTION

PURPOSE / BACKGROUND

On January 21, 2016, the Town Council approved authorizing staff to work with UMB Bank to invest \$1.4 million in General and Sanitation district funds with banks as described in a Sample Portfolio (Exhibit A). There was discretion allowed to invest in other banks that were similar issuers but the total yield was to not vary by 5 basis points from the Sample Portfolio of 1.02%. In addition, all investments are to be FDIC insured.

Subsequent to that date, staff worked to set up the account documentation with UMB Bank and that process took more time than anticipated. Once the account was set up and the investment was set to occur, the potential yield was outside of the 5 basis points of 1.02% and therefore was outside of the authority given by Town Council.

After conferring with the advisors at UMB Bank, staff decided to wait to see if the interest rates would increase such that it was within the authority granted by Council. Unfortunately, the interest rates have continued to drop and as of April 14, 2016, the Sample Portfolio yield is 0.80% (Exhibit B). Consequently, none of the \$1.4 million has been invested yet and currently resides in the Town cash account that earns 0.35% at 1st Southwest Bank. As a reminder, the \$1.4 million consists of the following:

General Fund: \$240,000 in CDs + \$209,000 in cash =	\$449,000
Capital Fund: \$ -0- in CDs + \$655,000 in cash =	\$655,000
Sanitation Fund: \$253,000 in CDs + \$76,000 in cash =	<u>\$329,000</u>

Total Fund Available for Investment: \$1,433,000

Since the January 21st Council meeting, there have been Council discussions about the use of the funds and whether all or part of the \$1.4 million might be used to pay for capital projects or other one-time expenses. Since the funding remains liquid at present, it does offer the opportunity to the Council to direct it towards immediate priority initiatives.

ATTACHMENTS

- January 12, 2016 Sample Portfolio (Exhibit A)
- April 14, 2016 Sample Portfolio (Exhibit B)
- May 2016 Sample Portfolio (Exhibit C)

FISCAL IMPACT

By not taking advantage of the initial Sample Portfolio, the lost interest difference between the Sample Portfolio of January 12th and the Sample Portfolio of April 14th is approximately \$3,000.

TOWN INVESTMENT SUBCOMMITTEE

On April 28th, the Investment Subcommittee met to review the current status and has no formal recommendation at this juncture.

RECOMMENDATIONS

Possible actions by the Town Council include:

- 1. Move to approve authorizing UMB Bank to invest \$1.4 million dollars with the banks as recommended in the most recent Sample Portfolio (Exhibit C), or with substantially similar issuers, with yields not to vary by 5 basis points. All investments must be FDIC insured.**
- 2. Move to suspend investment activities for a period of _____ months.**
- 3. Direct staff otherwise.**

Sample Portfolio for Town of Pagosa Springs
1/12/2015



CUSIP	Issuer	Coupon	Maturity	Size
38148J6A4	Goldman Sachs Bank USA	1.30%	1/22/2018	248,000
02006LXR9	Ally Bank	1.30%	1/22/2018	248,000
465076JA6	Israel Discount Bank of New York	1.05%	7/21/2017	248,000
06279HFS7	Bank Of India	0.85%	1/11/2017	248,000
06426TNL9	Bank of China	0.85%	1/20/2017	248,000
80280JKY6	Santander Bank NA	0.65%	7/20/2016	160,000

Total Portfolio Size:	\$1,400,000
Weighted Average Portfolio Yield:	1.02%
Annual Interest Income:	\$14,308

Suggested Portfolio for Town of Pagosa Springs 4/14/2016



CUSIP	Issuer	Coupon	Maturity	Size
9497484Q7	Wells Fargo	1.05%	4/20/2018	248,000
02006LZW6	Ally Bank	1.00%	4/23/2018	248,000
140420YD6	Capital One Bank (USA), NA	0.75%	10/20/2017	248,000
06279HKQ5	Bank of India	0.70%	4/19/2017	248,000
966594AR4	Whitney Bank	0.70%	4/20/2017	248,000
75524KEX8	Citizens Bank, NA	0.50%	10/20/2016	160,000

Total Portfolio Size:	\$1,400,000
Weighted Average Portfolio Yield:	0.80%
Annual Interest Income:	\$11,216

*Source: Bloomberg

*All prices, quotes, rates, and yields are subject to market availability. UMB cannot guarantee that any security recommended will be available to purchase or sell. This communication is provided for informational purposes only. UMB Bank, n.a. and UMB Financial Corporation are not liable for any errors, omissions, or misstatements. The information is believed to be reliable, but we do not warrant its completeness or accuracy. Products offered through Investment Banking are: Not FDIC Insured | May Lose Value | Not Bank Guaranteed.



AGENDA DOCUMENTATION

NEW BUSINESS: IV.7

TOWN COUNCIL
MAY 3, 2016

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: LOCAL CONTRACTOR PREFERENCE FOR SOUTH EIGHT STREET RECONSTRUCTION PROJECT REQUEST FOR PROPOSAL

ACTION: DISCUSSION AND POSSIBLE DECISION

PURPOSE/BACKGROUND

Davis Engineering is preparing to advertise for construction bids for the South Eight Street reconstruction project on May 5, 2016, with bid plans and specification available on May 9, 2016. Bid Opening is expected on May 20th and a Bid Abstract will be available for Town Council that afternoon.

The Town has previously included a local contractor preference in the bid packages for large construction projects, allowing local contractors to be considered the lowest bidder if above the lowest non-local bidder by a certain percentage. The Town's Purchase Policy has been adopted pursuant to Municipal Code, Chapter 2, Article 5. Section 2.5.9, states "When a local bidder submits a bid pursuant to this chapter, the Town Manager may give preference to the local bidder if the bid is not more than ten percent (10%) higher than that of the next lowest bidder.

Given the magnitude of the potential an approximate \$2 million construction project, it is recommended that Town Council approve the percentage level of local contractor preference for this project. For a \$2 million project, a 1% local contractor preference would equate to \$20,000, and a 2% would equate to a \$40,000 bid above a non-local contractor's bid for the local bidder to be considered the lowest bidder. For comparison purposes, the local preference for the Lewis St project was 2.5% and for the Piedra St project it was 5%.

A "local bidder" is defined as a person, partnership, limited liability company, corporation or association who has been doing business and maintained a residence or principal place of business within the Town limits or in the County of Archuleta, Colorado. The "principal place of business" is defined as an office which has been maintained in Archuleta County, Colorado for a minimum of 12 months prior to the bid opening for this project. The local bidder shall use Archuleta County residents for at least 50% of the total delivery of goods or services, with an Archuleta County resident defined as maintaining primary residence in the County for a minimum of 12 months prior to the bid opening of this project. The apparent low qualified local bidder will be required to demonstrate compliance with the

FISCAL IMPACT

By applying a local preference, the Town is indicating it is willing to an amount above what might be a low bid to demonstrate a preference for local contractors. If the contract award is approximately and the Council decides to apply a 2% preference, then the Town will pay an extra \$40,000.

RECOMMENDATION

The Town Manager recommends Town Council consider up to a 2% local contractor preference to include in the South Eight Street construction bid package. Below are alternative actions for consideration.

1. Move to APPROVE that a ___% Local Contractor Preference be included in the South Eighth Street construction bid package.
2. Move to DENY a Local Contractor Preference be included in the South Eighth Street construction bid package.
3. Direct staff otherwise.



AGENDA DOCUMENTATION

OLD BUSINESS: V.1

PAGOSA SPRINGS TOWN COUNCIL

MAY 3, 2016

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: ORDINANCE 839 (SECOND READING) - TEMPORARY MORATORIUM FOR MARIJUANA BUSINESS LICENSES

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE / BACKGROUND

The Town Council is authorized to adopt and enforce ordinances and resolutions regarding health, safety, and welfare issues as otherwise prescribed by law, and provide for the enforcement of such Ordinances. In 2015 by Ordinance No. 825 (Series 2015), the Town adopted specific standards and procedures for local licensing of marijuana-related businesses and establishments. The Town issued its first license in December 2015 and subsequent to that date an additional two applications were submitted for review. The Town, acting as the Licensing Authority, approved both licenses on April 6, 2016.

At that meeting there were significant discussions about the original intent of the Ordinance and how to administer the 70 / 30 rule provided for in the Ordinance in regards to the sourcing of bud leaf product for sale. The Town Council has asked Town staff to study whether certain amendments to the requirements in Article 6 of the Town Code for marijuana-related businesses and establishments are necessary and appropriate, including but not limited to the requirement for marijuana establishments to obtain 70% of their marijuana inventory from a cultivation facility located within Archuleta County.

Furthermore, Archuleta County has indicated that it may revise its marijuana regulations and the Town may want to adopt the same or similar amendments adopted by the County. The revisions the County is contemplating refer to Land Use Regulations regarding "care givers".

Consequently, it may be in the best interest of the community to temporarily suspend the processing of all applications for marijuana-related businesses and establishments until such time as the Town can study the need for additional changes to the Municipal Code related to the application, licensing, and operation requirements for marijuana-related businesses and establishments.

Town Council approved the first reading of Ordinance 839 at the April 21st meeting removing the proposed section 1.e. and amending the proposed time period to September 6, 2016.

There are no pending marijuana establishment applications at the time of this writing.

ATTACHMENTS

- Proposed Ordinance 839

FISCAL IMPACT

There are no immediate fiscal impacts for the Town if the temporary moratorium were put in place. Conceptually, if another valid application were to be submitted, and that applicant had a readily available supply of leaf bud sourced within Archuleta County and the Licensing Authority approved the license, then the Town would lose the sales tax revenue of that hypothetical applicant.

2016 TOWN COUNCIL GOALS & OBJECTIVES

Included in the Town Council's adopted 2016 Goals & Objectives are Goals #4 of "Improve communication, encourage public engagement and pursue cooperative relationships." Also, Objective 4.3 is to "Improve intergovernmental entity communication" and this proposed Temporary Moratorium offers the opportunity for the Town and County to jointly work on their respective marijuana ordinances together.

RECOMMENDATIONS

Possible actions by the Town Council include:

1. **"Move to approve the Second Reading of Ordinance 839 to place into effect a Temporary Moratorium suspending the processing of all applications for marijuana-related businesses and establishments within Town limits until September 6, 2016.**
2. **"Move to NOT approve the First Reading of Ordinance 839."**
3. **Direct staff.**

TOWN OF PAGOSA SPRINGS, COLORADO

**ORDINANCE NO. 839
(SERIES 2016)**

**AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS
TEMPORARILY SUSPENDING THE PROCESSING OF ALL
PENDING AND FUTURE APPLICATIONS FOR LICENSES FOR
MARIJUANA BUSINESS ESTABLISHMENTS**

WHEREAS, the Town of Pagosa Springs (“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, as amended on April 3, 2012; and

WHEREAS, on November 7, 2000, the voters of the state of Colorado approved Amendment 20 enacted as Article XVIII, Section 14 of the Colorado Constitution (“Amendment 20”), which authorizes, subject to certain limitations, the medical use of marijuana by patients who have been advised by their physician, in a bona fide physician-patient relationship, that the patient might benefit from the medical use of marijuana in connection with the patient’s debilitating medical condition; and

WHEREAS, Amendment 20 further provides such patients and their primary caregivers an affirmative defense, subject to certain limitations, to a state law charge regarding the use and possession of marijuana; and

WHEREAS, the General Assembly enacted the Colorado Medical Marijuana Code (C.R.S. §12-43.3-101, et seq., hereafter, “Colorado Medical Marijuana Code”) to implement Amendment 20 to the Colorado Constitution authorizing the use of marijuana for medical purposes; and

WHEREAS, subsequent to the adoption of the Colorado Medical Marijuana Code, the Colorado Department of Revenue adopted 1 CCR 212-1, Series 100 through 1400, Medical Marijuana Rules; and

WHEREAS, subsequent to the enactment of the Medical Marijuana Code, Colorado voters enacted Amendment 64 to the Colorado Constitution (Article XVIII, §16 to the Constitution) authorizing specified non-medical marijuana establishments and non-medical marijuana use, now known as “retail” marijuana establishments and use; and

WHEREAS, pursuant to Amendment 64, the General Assembly enacted the Colorado Retail Marijuana Code (CRS §12-43.4-101, et seq., hereafter, “Colorado Retail Marijuana Code”) governing retail marijuana establishments and use as more particularly described in the Colorado Retail Marijuana Code; and

WHEREAS, subsequent to the adoption of the Colorado Retail Marijuana Code, the Colorado Department of Revenue adopted 1 CCR 212-2, Series 100 through 1400, Retail Marijuana Rules; and

WHEREAS, pursuant to Amendment 64, and the Colorado Retail Marijuana Code, including specifically, §§12-43.4-104(3) and 309(1), municipalities may adopt regulations governing the time, place, manner and number of retail marijuana establishments, which may include a local licensing requirement, that are at least as restrictive as the provisions of the Retail Marijuana Code; and

WHEREAS, the Town Council is authorized to adopt and enforce ordinances and resolutions regarding health, safety, and welfare issues as otherwise prescribed by law, and provide for the enforcement thereof; and

WHEREAS, by Ordinance No. 825 (Series 2015), the Town adopted specific standards and procedures for local licensing of marijuana-related businesses and establishments; and

WHEREAS, Archuleta County has indicated that it may revise its marijuana regulations and the Town may want to adopt the same or similar amendments adopted by the County; and

WHEREAS, the Town Council has asked Town staff to study whether certain amendments to the requirements in Article 6 of the Town Code for marijuana-related businesses and establishments are necessary and appropriate, including but not limited to the requirement for marijuana establishments to obtain seventy (70) percent of their marijuana inventory from a cultivation facility located within Archuleta County; and

WHEREAS, the Town Council believes it to be in the best interest of the peace, health and safety of the Town's residents, visitors and businesses to temporarily suspend the processing of all applications for marijuana-related businesses and establishments until such time as the Town can study the need for additional changes to the Municipal Code related to the application, licensing, and operation requirements for marijuana-related businesses and establishments; and

WHEREAS, to permit Town staff and the Town time to study and prepare amendments to Article 6 of the Municipal Code (the "Marijuana Licensing Regulations"), applications for marijuana-related businesses and establishments will not be accepted until September 6, 2016, or until such time as the Town Council has adopted an amendment to the Marijuana Licensing Regulations or determined not to amend the Marijuana Licensing Regulations, whichever occurs first.

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

SECTION 1 – Findings of Fact. The Town Council of the Town of Pagosa Springs hereby makes the following findings of fact:

A. That the Town has received applications from applicants interested in opening marijuana-related businesses but who are unable to obtain seventy (70) percent of their day-to-day marijuana inventory from suppliers located within Archuleta County.

B. That Sections 6.5.1.9(1)(v) and 6.5.5.2(2)(j) of the Municipal Code require a retail marijuana store to obtain and confirm that it will be able to obtain at least seventy (70) percent of its retail marijuana inventory from a marijuana cultivation facility located within Archuleta County.

C. That Sections 6.5.1.9(1)(u) and 6.5.5.2(1)(n) of the Municipal Code require a medical marijuana center to obtain and confirm that it will be able to obtain at least seventy (70) percent of its medical marijuana inventory from a marijuana cultivation facility located within Archuleta County.

D. That additional study is needed to determinate whether the requirement to obtain seventy (70) percent of medical and retail marijuana from cultivation facilities located within Archuleta County should apply to the day-to-day marijuana inventory or the average of all inventory over a certain period of time.

E. That Archuleta County is studying possible changes to its marijuana regulations and the Town may want to adopt any changes made by the County.

F. That it is necessary and in the interest of public peace, health and safety to delay, for a reasonable period of time, the processing of any applications for marijuana businesses and establishments to ensure that the legality, definition, and licensing requirements are consistent with the long-term planning objectives of the Town.

G. That, during the above mentioned period of time, the Town should:

1. Analyze and determine if the Town of Pagosa Springs should amend its Municipal Code to clarify the seventy (70) percent requirement in Sections 6.5.1.9(1)(v), 6.5.5.2(2)(j), 6.5.1.9(1)(u) and 6.5.5.2(1)(n).

2. Analyze and determine if any amendments to the Archuleta County marijuana regulations are made and if it is appropriate and necessary then to adopt similar changes to the Municipal Code.

3. Analyze and determine if any other amendments to the Marijuana Licensing Regulations or other sections of the Municipal Code are necessary to clarify the application, licensing, or operating rules for marijuana-related businesses and establishments.

SECTION 2- Temporary Suspension of Applications. In order to study the legal and licensing issues regarding marijuana businesses and establishments, the Town temporarily suspends the consideration of all pending and future applications for marijuana-related businesses and establishments. Such temporary suspension shall be in effect from the effective date of this Ordinance through September 6, 2016, unless such time period is expressly amended by the Town Council, or until such time as the Town Council has adopted an amendment to the Municipal Code related to the application, licensing, or operating requirements for marijuana-related businesses and establishments, or determined not to so amend the Municipal Code, whichever occurs first.

SECTION 3 – Applicability. The provisions of the Ordinance shall affect the processing of any applications associated with marijuana businesses and establishments, including both retail and medical marijuana establishments.

SECTION 4 – Direction to Staff. Town staff is hereby directed to develop recommendations to the Town Council pertaining to the criteria noted in Section 1 of this Ordinance regarding the appropriate applications of Sections 6.5.1.9(1)(v), 6.5.5.2(2)(j), 6.5.1.9(1)(u) and 6.5.5.2(1)(n), and to make specific recommendations regarding any proposed amendments to the Town’s Marijuana Licensing Regulations.

SECTION 5 – Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

SECTION 6 – Public Inspection. The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.

SECTION 7 - Effective Date. This Ordinance shall become effective immediately upon passage of second reading and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

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 21ST
DAY OF APRIL, 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 3RD DAY OF MAY, 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 21st day of April, 2016, and was published by title only, along with a statement indicating that a violation of the Ordinance is subject to enforcement and punishment pursuant to Article 3, Chapter 1 of the Pagosa Springs Municipal Code (P.S.M.C.), and specifically Section 1.3.3, which provides for a fine not exceeding \$1,000 or incarceration not to exceed one year, or both, that violation of the ordinance constitutes a public nuisance that may be abated pursuant to Article 2, Chapter 11 of the P.S.M.C., that the Town may seek injunction, abatement, or restitution in case of violation, and any other remedies provided by law or equity, and that the full text of the Ordinance is available at the office of the Town Clerk, on the Town’s official website, on April _____, 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 3rd day of May, 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)



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
MEETING AGENDA
TUESDAY, MAY 3, 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 April 21, 2016 Meeting Minutes**
- V. **NEW BUSINESS**
 1. **Ordinance 12, First Reading, Dedicating Lands to Town of Pagosa Springs for South Fifth Street Right-of-Way**
 2. **Ordinance 13, First Reading, Dedicating Land to the Archuleta School District Joint 50**
- VI. **OLD BUSINESS**
 1. **TOWN/PAWSD Pipeline Update**
- VII. **NEXT BOARD MEETING MAY 19, 2016 AT 5:00PM**
- VIII. **ADJOURNMENT**



AGENDA DOCUMENTATION

NEW BUSINESS:V.1

PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT

MAY 03, 2016

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

PROJECT: ORDINANCE NUMBER 12, FIRST READING, AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT WASTEWATER ACTIVITY ENTERPRISE APPROVING TWO QUIT CLAIM DEEDS CONVEYING PROPERTIES TO THE TOWN OF PAGOSA SPRINGS

ACTION: DISCUSSION AND POSSIBLE DECISION

PURPOSE/BACKGROUND

South Fifth Street south of the northern boundary of the Town Streets Department Shop, exists under a prescriptive right, as this portion of Fifth Street is south of the originally platted town boundary established in 1891, and has not been formalized as public right of way.

The property owner south of the Sanitation District lagoon property and High School property, JEM Properties, LLC, had approached the town in 2014 regarding future Fifth Street ROW access to a potential future development, which prompted research into the matter.

As a means to, as briefly as possible, describe the segments of land to formalize the South Fifth Street ROW, there are four portions of land that are needed to formalize the Fifth Street ROW, from the Town Shop to the JEM properties, LLC land, as follows:

- 1) The developed portion of Fifth Street directly in front of the Town Streets Shop is currently still owned by the Pagosa Springs Sanitation General Improvement District (PSSGID). This section is proposed to be formalized in **PSSGID Ordinance 12**, dedicating land from the Sanitation District to the Town, and Town Council Ordinance 842, accepting this land from the PSSGID.
- 2) The developed portion of Fifth Street along Yamaguchi Park and the undeveloped portion of land along the School Transportation Facility is currently owned by the School District. This portion is entirely within a platted 80-foot access easement from the southern boundary of the Town Shop all the way to the southern boundary of the High School Property. This section is proposed to be formalized in Town Council Ordinance 844, accepting the land from the School District. The School Board has previously approved the conveyance of this 80-foot-wide easement area to the Town for the current South Fifth Street alignment and future installation of improvements within the platted 80-foot access easement. The Quick Claim Deed will be formalized by the School District.
- 3) A swath of land east of the transportation facility belonging to the Sanitation District, which will allow the continuance of the 80-foot width of public ROW around the transportation facilities encroachment into the 80-foot access easement. This section is proposed to be formalized in **PSSGID Ordinance 12**, dedicating land from PSSGID to the Town of Pagosa Springs, and Town Council Ordinance 842 accepting the land from the PSSGID, Maintaining the FULL 80-foot-wide width is a request by JEM Properties, LLC., Due to the School District Transportation Facility's Encroachment into the 80-foot access easement.
- 4) A swath of land between the fence line and actual property line at the southern boundary of the school district property and JEM Properties, LLC. parcel. This land should have been included in the original 1974 land deeded to the School District from the Sanitation District, however, the deed references the fence line and not the actual property line. This will ensure the discrepancy is corrected and that the S. 5th Street ROW continues to the JEM Properties, LLC. Parcel. This conveyance is proposed to be formalized in PSSGID Ordinance 13.

ATTACHMENT(S)

- a. **PSSGID Ordinance 12**, An ordinance of the Town of Pagosa Spring Sanitation General Improvement District Wastewater Activity Enterprise Approving Two Quit Claim Deeds Conveying Properties to the Town of Pagosa Springs.
- b. Map demonstrating the full extent of the land conveyances for formalizing South 5th Street ROW.
- c. Map Showing the 40-foot easement to the JEM Properties, LLC Parcel, that staff recommends providing an amendment to such 40-foot easement agreement, providing a termination clause once the 5th Street ROW is improved providing access to the JEM Properties, LLC Parcel.

FISCAL IMPACT

Recordation Fees for Ordinance

RECOMMENDATION

The Planning Director has provided the following alternative actions for the PSSGID Board's consideration:

1. Approve the First Reading of Ordinance 12, An ordinance of the Town of Pagosa Spring Sanitation General Improvement District Wastewater Activity Enterprise Approving Two Quit Claim Deeds Conveying Properties to the Town of Pagosa Springs, contingent on the 40-foot easement through the Lagoon Property being modified to include a termination clause for the Time at which the South Fifth Street is Improved providing access to the JEM Properties, LLC. Parcel.
2. Approve the First Reading of Ordinance 12, An ordinance of the Town of Pagosa Spring Sanitation General Improvement District Wastewater Activity Enterprise Approving Two Quit Claim Deeds Conveying Properties to the Town of Pagosa Springs, contingent on the 40-foot easement through the Lagoon Property being modified to include a termination clause for the Time at which the South Fifth Street is Improved providing access to the JEM Properties, LLC. Parcel, and with additional conditions of APPROVAL DETERMINED BY THE PSSGID Board.....
3. DENY the First Reading of Ordinance 12.

**TOWN OF PAGOSA SPRINGS, COLORADO
SANITATION GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE**

**ORDINANCE NO. 12
(SERIES 2016)**

AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS
SANITATION GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE APPROVING
TWO QUIT CLAIM DEEDS CONVEYING PROPERTIES TO
THE TOWN OF PAGOSA SPRINGS

WHEREAS, the Town of Pagosa Springs (“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, the Town is authorized to provide sanitary sewer services and facilities under Section 1.4(A) of the Town’s Home Rule Charter and Section 31-15-710, C.R.S.; and

WHEREAS, the Town of Pagosa Springs Sanitation General Improvement District (the “District”) was organized by the Town Council of the Town pursuant to Part 6 of Article 25 of Title 31, C.R.S. and Ordinance No. 561, to accept the assets of the Pagosa Springs Sanitation District (the “Sanitation District”), upon the Sanitation District’s dissolution and to assume the Sanitation District’s duties, functions and responsibilities for providing sanitary sewer service; and

WHEREAS, by Resolution No. 2007-02 the Town Council, acting as the Board of Directors of the District (“Board of Directors”) established the Wastewater Activity Enterprise (“Enterprise”) to provide sanitary sewer service as a “water activity enterprise” under Article X, Section 20 of the Colorado Constitution (“TABOR”) and Article 45.1 of Title 37, C.R.S. (the “Act”); and

WHEREAS, the District has the authority, pursuant to Section 31-25-611(1)(f), C.R.S., to dispose of real property; and

WHEREAS, the District owns the real properties (the “Properties”) identified in the Quitclaim Deeds attached hereto as **Exhibit A** and **Exhibit B** and incorporated herein; and

WHEREAS, the District has identified that it no longer has a need for the Properties and the Town of Pagosa Springs has identified a need for the Property to establish a public right-of-way for South 5th Street;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, acting in its capacity as the Board of Directors of the Town of Pagosa Springs Sanitation General Improvement District, acting by and through its Wastewater Activity Enterprise, as follows:

Section 1. Approval of Quitclaim Deed. The Quitclaim Deed, in the form attached hereto, and the conveyance of the Property, is in all respects approved by the District.

Section 2. Public Inspection. The full text of this Ordinance, with any amendments, are available for public inspection at the office of the Secretary.

Section 3. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 4. Effective date. This Ordinance shall become effective and be in force immediately upon final passage at second reading.

INTRODUCED, READ, AND ORDERED PUBLISHED PURSUANT TO SECTION 3.9, B) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT AND THE GOVERNING BODY OF THE WASTEWATER ACTIVITY ENTERPRISE 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 SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By: _____
Don Volger, President

Attest:

April Hessman, Secretary

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED PURSUANT TO SECTION 3.9, D) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT AND THE GOVERNING BODY OF THE WASTEWATER ACTIVITY ENTERPRISE, 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 SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By: _____
Don Volger, President

Attest:

April Hessman, Secretary

CERTIFICATE OF PUBLICATION

I, the duly appointed, qualified and acting Secretary of the Town of Pagosa Springs, Colorado, Sanitation General Improvement District Wastewater Activity Enterprise, do hereby certify the foregoing Ordinance No. 12 (Series 2016) was approved by the Town Council of the Town of Pagosa Springs, acting as the Board of Directors of the Sanitation General Improvement District and the Governing Body of the Wastewater Activity Enterprise on first 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 Secretary, 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, Secretary

(S E A L)

I, the duly appointed, qualified and acting Secretary of the Town of Pagosa Springs, Colorado, Sanitation General Improvement District Wastewater Activity Enterprise, do hereby certify the foregoing Ordinance No. 12 (Series 2016) was approved by the Town Council of the Town of Pagosa Springs, acting as the Board of Directors of the Sanitation General Improvement District and the Governing Body of the Wastewater Activity Enterprise 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 Secretary, 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, Secretary

(S E A L)

EXHIBIT A – PSSGID ORDINANCE 12

QUITCLAIM DEED

South Fifth Street Adjacent to Town Streets Shop

THIS DEED is made this ___ day of _____, 2016, between the Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantor” and the Town of Pagosa Springs, Colorado, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantee”.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, including the right to accept the public dedication thereof, and together with improvements, if any, situate, lying and being in the County of Archuleta and State of Colorado, described in Exhibit A-1 and A-2 (the “Property”), hereto attached:

TO HAVE AND TO HOLD the Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:
TOWN OF PAGOSA SPRINGS SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By _____
Don Volger, President

EXHIBIT A-1 PSSGID ORDINANCE 12



PROPERTY DESCRIPTION
PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT
TO
THE TOWN OF PAGOSA SPRINGS

A PORTION OF LAND LOCATED IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 2 WEST, NEW MEXICO PRINCIPAL MERIDIAN AND WITHIN THAT TRACT OF LAND DESCRIBED IN BOOK 97 ON PAGE 30 AND ALSO SHOWN AS BEING TRACT 1 ON THE PAGOSA SPRINGS SANITATION DISTRICT ANNEXATION PLAT WHICH IS RECORDED UNDER RECEPTION NO. 85904, TOWN OF PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 20007443;
THENCE SOUTH, 233.57 FEET ALONG THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 20007443 AND TO THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 138 ON PAGE 436 AND KNOWN AS THE SCHOOL DISTRICT 50 JOINT TRACT, ALSO BEING THE BOUNDARY OF TRACT 1 AS SHOWN ON SAID ANNEXATION PLAT;
THENCE WEST, 80.00 FEET ALONG THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 138 ON PAGE 436 TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 98001540;
THENCE NORTH 233.52 FEET ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 98001540 TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 98001540, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRINGS;
THENCE N.89°58'02"E., 80.00 FEET ALONG THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRINGS AND THE NORTH LINE OF SAID TRACT 1 TO THE PLACE OF BEGINNING.

PREPARED BY DEAN P. SCHULTZ
COLORADO CERTIFICATE NO. 26973



EXHIBIT A-2 PSSGID ORDINANCE 12

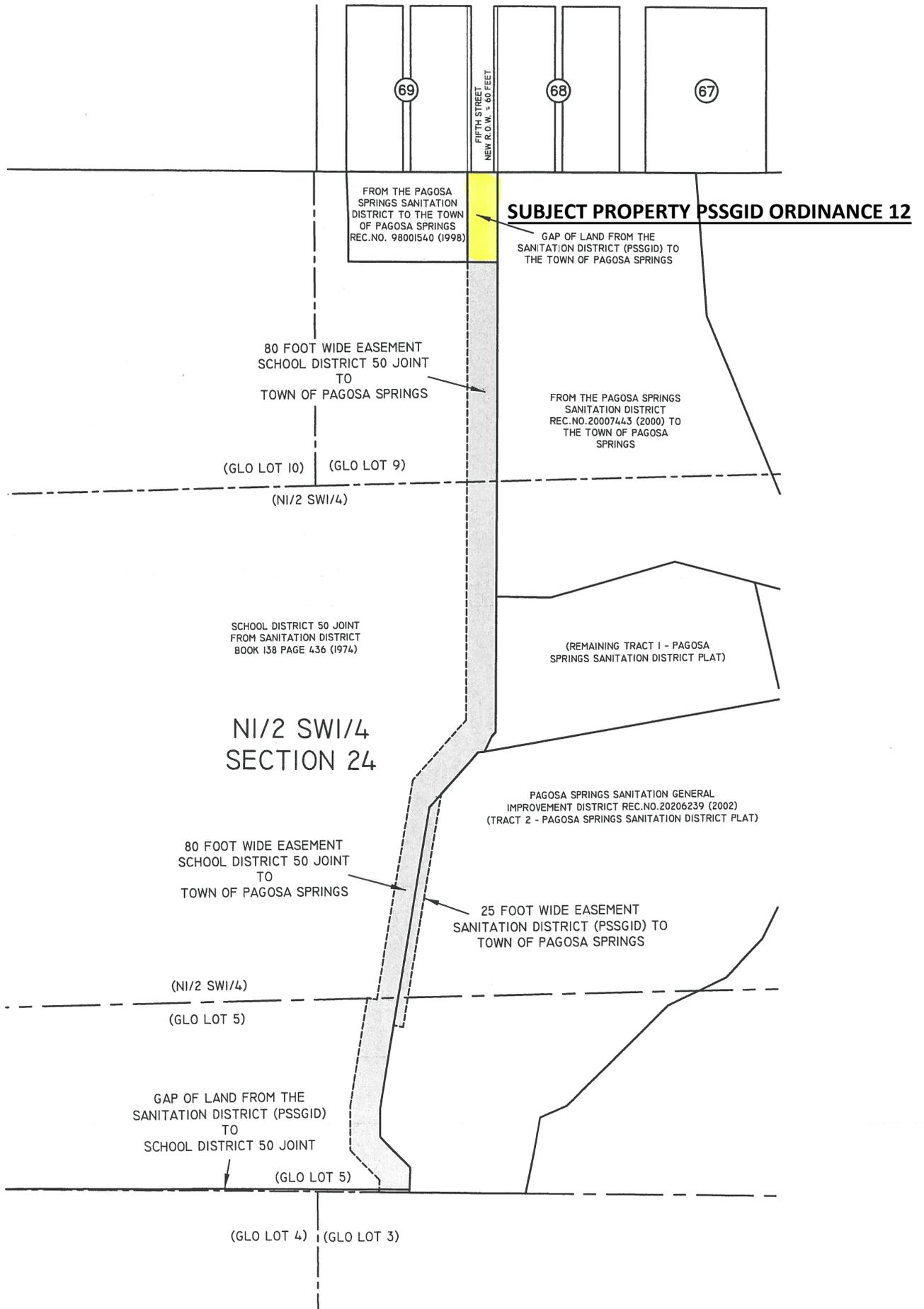


EXHIBIT B – PSSGID ORDINANCE 12

QUITCLAIM DEED

25 Foot Strip of Land along Western Boundary of Lagoon Property

THIS DEED is made this ___ day of _____, 2016, between the Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantor” and the Town of Pagosa Springs, Colorado, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantee”.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, including the right to accept the public dedication thereof, and together with improvements, if any, situate, lying and being in the County of Archuleta and State of Colorado, described in Exhibit B-1 and B-2 (the “Property”), hereto attached:

TO HAVE AND TO HOLD the Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:
TOWN OF PAGOSA SPRINGS SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By _____
Don Volger, President

EXHIBIT B-1 PSSGID ORDINANCE 12



PROPERTY DESCRIPTION

PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT
TO
TOWN OF PAGOSA SPRINGS

AN EASEMENT 25 FEET IN WIDTH LOCATED IN GLO LOT 5, 9, 10 AND THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2 SW1/4) OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 2 WEST, NEW MEXICO PRINCIPAL MERIDIAN AND ALSO WITHIN TRACT 2 AS SHOWN ON THE SANITATION ANNEXATION PLAT INTO THE TOWN OF PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING ON THE WESTERLY LINE OF SAID TRACT 2, WHENCE THE NORTHWEST CORNER OF SAID TRACT 2, BEARS N.42°07'09"E., 145.96 FEET DISTANT;
THENCE S.09°22'29"W., 611.48 FEET;
THENCE N.80°37'31"W., 25.00 FEET TO THE WESTERLY LINE OF SAID TRACT 2;
THENCE N.09°22'29"E., 572.60 FEET ALONG THE WESTERLY LINE OF SAID TRACT 2;
THENCE N.42°07'09"E., 46.22 FEET ALONG THE WESTERLY LINE OF SAID TRACT 2 TO THE PLACE OF BEGINNING.

PREPARED BY DEAN P. SCHULTZ
COLORADO CERTIFICATE NO 26973

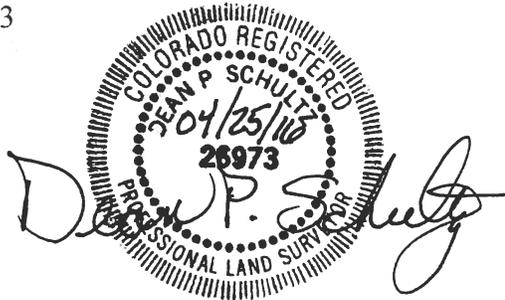
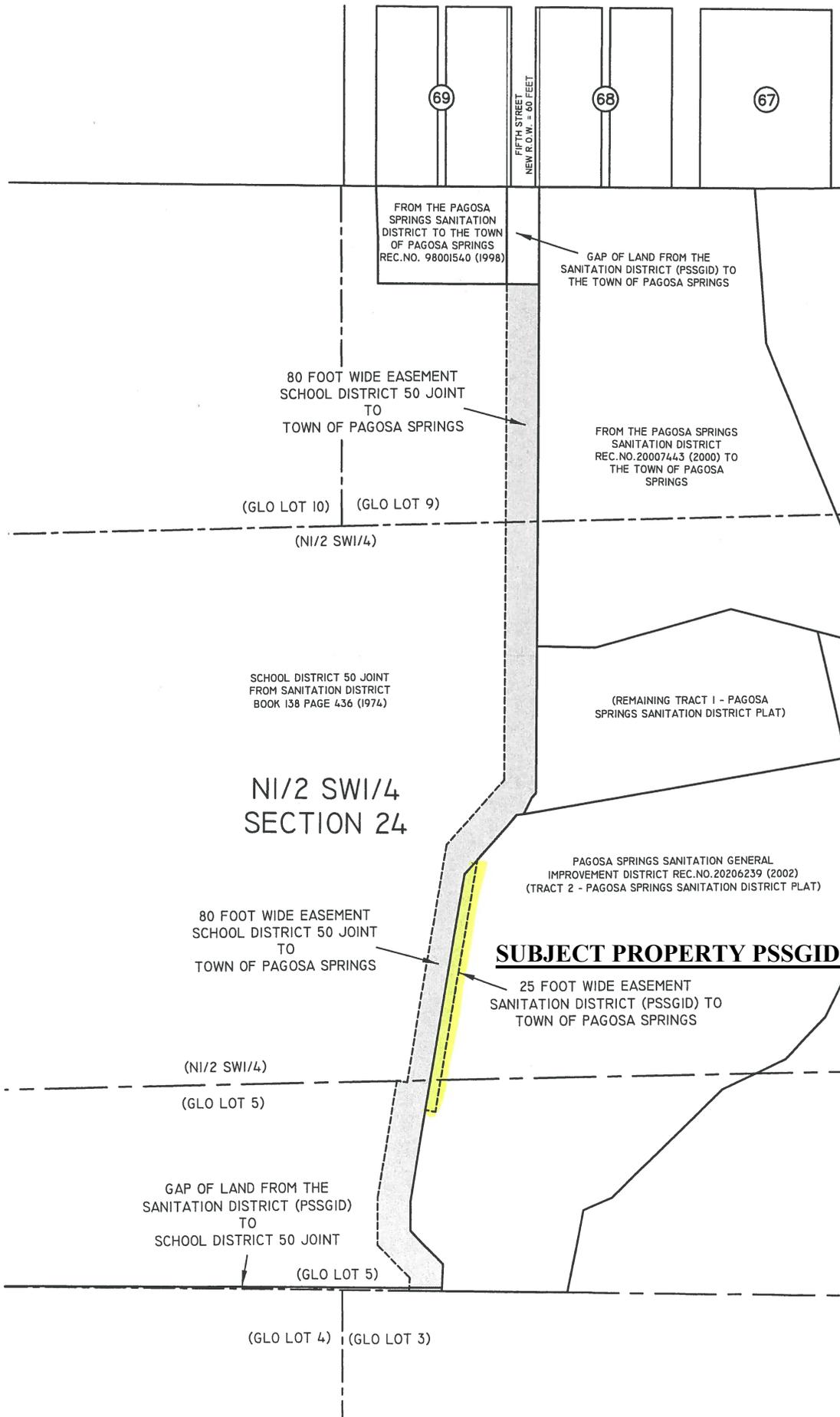
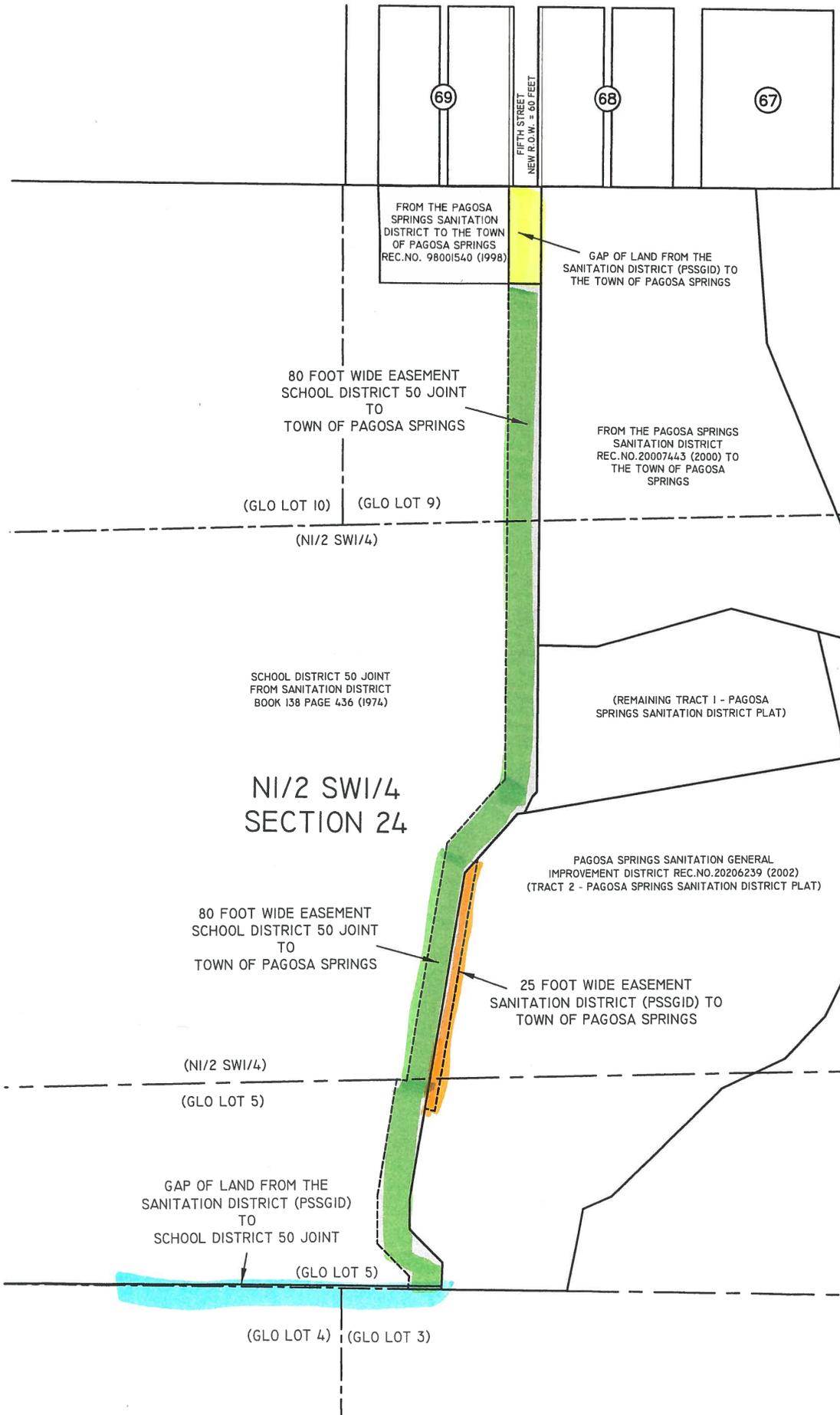


EXHIBIT B-2 PSSGID ORDINANCE 12



Full Map of South 5th Street Formalization



NI/2 SW1/4 SECTION 24

PROPOSED
20 FOOT DRAINAGE
EASEMENT (C)
FROM SCHOOL DISTRICT

PROPOSED
20 FOOT DRAINAGE
EASEMENT (E)
FROM SANITATION DISTRICT

FROM EARL AND VIOLA BAKER
TO THE PAGOSA SPRINGS SANITATION DISTRICT
BOOK 97 PAGE 30 (1958)
TO THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL
IMPROVEMENT DISTRICT REC.NO.20206239 (2002)

Subject 40' Easement Proposed to be Terminated with 5th Street Improvement

80 FOOT EASEMENT
BOOK 138 PAGE 436

ACQUIRED
40 FOOT ACCESS
EASEMENT

GLO LOT 5 SECTION 24

RESERVED FOR WETLANDS

RESERVED FOR WETLANDS

PROPOSED
PORTION OF DRAINAGE EASEMENT
ON SANITATION PROPERTY

BOOK 138 PAGE 436 CONVEYED TO THE FENCE LINE
NOT THE TRUE BOUNDARY WHICH IS THE SOUTH
LINE OF GLO LOT 5 OF SECTION 24. THE SANITATION
DISTRICT STILL OWNS THIS SMALL STRIP OF LAND.



AGENDA DOCUMENTATION

NEW BUSINESS: V.2

PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT

MAY 03, 2016

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

PROJECT: ORDINANCE NUMBER 13, FIRST READING, AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT WASTEWATER ACTIVITY ENTERPRISE APPROVING A QUIT CLAIM DEED CONVEYING PROPERTY TO THE ARCHULETA SCHOOL DISTRICT JOINT 50

ACTION: DISCUSSION AND POSSIBLE DECISION

PURPOSE/BACKGROUND

South Fifth Street south of the northern boundary of the Town Streets Department Shop, exists under a prescriptive right, as this portion of Fifth Street is south of the originally platted town boundary established in 1891, and has not been formalized as public right of way.

The property owner south of the Sanitation District lagoon property and High School property, JEM Properties, LLC, had approached the town in 2014 regarding future Fifth Street ROW access to a potential future development, which prompted research into the matter.

As a means to, as briefly as possible, describe the segments of land to formalize the South Fifth Street ROW, there are four portions of land that are needed to formalize the Fifth Street ROW, from the Town Shop to the JEM properties, LLC land, as follows:

- 1) The developed portion of Fifth Street directly in front of the Town Streets Shop is currently still owned by the Pagosa Springs Sanitation General Improvement District (PSSGID). This section is proposed to be formalized in PSSGID Ordinance 12, dedicating land from the Sanitation District to the Town, and Town Council Ordinance 842, accepting this land from the PSSGID.
- 2) The developed portion of Fifth Street along Yamaguchi Park and the undeveloped portion of land along the School Transportation Facility is currently owned by the School District. This portion is entirely within a platted 80-foot access easement from the southern boundary of the Town Shop all the way to the southern boundary of the High School Property. This section is proposed to be formalized in Town Council Ordinance 844, accepting the land from the School District. The School Board has previously approved the conveyance of this 80-foot-wide easement area to the Town for the current South Fifth Street alignment and future installation of improvements within the platted 80-foot access easement. The Quick Claim Deed will be formalized by the School District.
- 3) A swath of land east of the transportation facility belonging to the Sanitation District, which will allow the continuance of the 80-foot width of public ROW around the transportation facilities encroachment into the 80-foot access easement. This section is proposed to be formalized in PSSGID Ordinance 12, dedicating land from PSSGID to the Town of Pagosa Springs, and Town Council Ordinance 842 accepting the land from the PSSGID, Maintaining the FULL 80-foot-wide width is a request by JEM Properties, LLC., Due to the School District Transportation Facility's Encroachment into the 80-foot access easement.
- 4) A swath of land between the fence line and actual property line at the southern boundary of the school district property and JEM Properties, LLC. parcel. This land should have been included in the original 1974 land deeded to the School District from the Sanitation District, however, the deed references the fence line and not the actual property line. This will ensure the discrepancy is corrected and that the S. 5th Street ROW continues to the JEM Properties, LLC. Parcel. This conveyance is proposed to be formalized in **PSSGID Ordinance 13.**

ATTACHMENT(S)

PSSGID Ordinance 13, An ordinance of the Town of Pagosa Spring Sanitation General Improvement District Wastewater Activity Enterprise Approving a Quit Claim Deed Conveying Property to the Archuleta School District Joint 50.

FISCAL IMPACT

There is no Financial Impact to the PSGID

RECOMMENDATION

The Planning Director has provided the following alternative actions for the PSSGID Board's consideration:

1. Approve the First Reading or Ordinance 13, An ordinance of the Town of Pagosa Spring Sanitation General Improvement District Wastewater Activity Enterprise Approving a Quit Claim Deed Conveying Property to the Archuleta School District Joint 50.
2. Approve the First Reading or Ordinance 13, An ordinance of the Town of Pagosa Spring Sanitation General Improvement District Wastewater Activity Enterprise Approving a Quit Claim Deed Conveying Property to the Archuleta School District Joint 50, with conditions of APPROVAL DETERMINED BY THE PSSGID Board.....
3. DENY the First Reading of Ordinance 13.

**TOWN OF PAGOSA SPRINGS, COLORADO
SANITATION GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE**

**ORDINANCE NO. 13
(SERIES 2016)**

AN ORDINANCE OF THE TOWN OF PAGOSA SPRINGS
SANITATION GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE APPROVING
A QUIT CLAIM DEED CONVEYING PROPERTY TO
THE ARCHULETA SCHOOL DISTRICT JOINT 50

WHEREAS, the Town of Pagosa Springs (“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, the Town is authorized to provide sanitary sewer services and facilities under Section 1.4(A) of the Town’s Home Rule Charter and Section 31-15-710, C.R.S.; and

WHEREAS, the Town of Pagosa Springs Sanitation General Improvement District (the “District”) was organized by the Town Council of the Town pursuant to Part 6 of Article 25 of Title 31, C.R.S. and Ordinance No. 561, to accept the assets of the Pagosa Springs Sanitation District (the “Sanitation District”), upon the Sanitation District’s dissolution and to assume the Sanitation District’s duties, functions and responsibilities for providing sanitary sewer service; and

WHEREAS, by Resolution No. 2007-02 the Town Council, acting as the Board of Directors of the District (“Board of Directors”) established the Wastewater Activity Enterprise (“Enterprise”) to provide sanitary sewer service as a “water activity enterprise” under Article X, Section 20 of the Colorado Constitution (“TABOR”) and Article 45.1 of Title 37, C.R.S. (the “Act”); and

WHEREAS, the District has the authority, pursuant to Section 31-25-611(1)(f), C.R.S., to dispose of real property; and

WHEREAS, the District owns the real property (the “Property”) identified in the Quitclaim Deed attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the District has identified that it no longer has a need for the Property and the Archuleta County School District Joint 50 has identified a need for the Property to correct a legal description for property previously conveyed to the School District;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, acting in its capacity as the Board of Directors of the Town of Pagosa Springs Sanitation General Improvement District, acting by and through its Wastewater Activity Enterprise, as follows:

Section 1. Approval of Quitclaim Deed. The Quitclaim Deed, in the form attached hereto, and the conveyance of the Property, is in all respects approved by the District.

Section 2. Public Inspection. The full text of this Ordinance, with any amendments, are available for public inspection at the office of the Secretary.

Section 3. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 4. Effective date. This Ordinance shall become effective and be in force immediately upon final passage at second reading.

INTRODUCED, READ, AND ORDERED PUBLISHED PURSUANT TO SECTION 3.9, B) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT AND THE GOVERNING BODY OF THE WASTEWATER ACTIVITY ENTERPRISE 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 SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By: _____
Don Volger, President

Attest:

April Hessman, Secretary

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED PURSUANT TO SECTION 3.9, D) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, ACTING IN ITS CAPACITY AS THE BOARD OF DIRECTORS OF THE TOWN OF PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT AND THE GOVERNING BODY OF THE WASTEWATER ACTIVITY ENTERPRISE, 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 SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By: _____
Don Volger, President

Attest:

April Hessman, Secretary

CERTIFICATE OF PUBLICATION

I, the duly appointed, qualified and acting Secretary of the Town of Pagosa Springs, Colorado, Sanitation General Improvement District Wastewater Activity Enterprise, do hereby certify the foregoing Ordinance No. 13 (Series 2016) was approved by the Town Council of the Town of Pagosa Springs, acting as the Board of Directors of the Sanitation General Improvement District and the Governing Body of the Wastewater Activity Enterprise on first 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 Secretary, 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, Secretary

(S E A L)

I, the duly appointed, qualified and acting Secretary of the Town of Pagosa Springs, Colorado, Sanitation General Improvement District Wastewater Activity Enterprise, do hereby certify the foregoing Ordinance No. 13 (Series 2016) was approved by the Town Council of the Town of Pagosa Springs, acting as the Board of Directors of the Sanitation General Improvement District and the Governing Body of the Wastewater Activity Enterprise 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 Secretary, 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, Secretary

(S E A L)

EXHIBIT A – PSSGID ORDINANCE 13

QUITCLAIM DEED

Strip of Land Along Southern Boundary of
Archuleta School District Joint 50 High School Property

THIS DEED is made this __ day of _____, 2016, between the Pagosa Springs Sanitation General Improvement District Wastewater Activity Enterprise, whose address is PO Box 1859, Pagosa Springs, CO 81147, hereinafter referred to as “Grantor” and the Archuleta School District Joint 50, whose address is PO Box 1498, Pagosa Springs, CO 81147, hereinafter referred to as “Grantee”.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, including the right to accept the public dedication thereof, and together with improvements, if any, situate, lying and being in the County of Archuleta and State of Colorado, described in **Exhibit A-1** and shown in **Exhibit A-2** (the “Property”), hereto attached:

TO HAVE AND TO HOLD the Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:
TOWN OF PAGOSA SPRINGS SANITATION
GENERAL IMPROVEMENT DISTRICT
WASTEWATER ACTIVITY ENTERPRISE

By _____
Don Volger, President

EXHIBIT A-1 PSSGID ORDINANCE 13



PROPERTY DESCRIPTION

PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT
TO
ARCHULETA SCHOOL DISTRICT 50JT

A PORTION OF LAND LOCATED IN GLO LOT 5 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 2 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

THAT GAP OF LAND NORTHERLY OF THE SOUTH LINE OF GLO LOT 5 OF SECTION 24 AS DESCRIBED IN BOOK 97 ON PAGE 30 AND SOUTHERLY OF THAT FENCE LINE DESCRIBED IN THE DEED FROM THE PAGOSA SPRINGS SANITATION DISTRICT TO SCHOOL DISTRICT NO. 50 JOINT OF ARCHULETA AND HINSDALE COUNTIES RECORDED IN BOOK 138 ON PAGE 436.

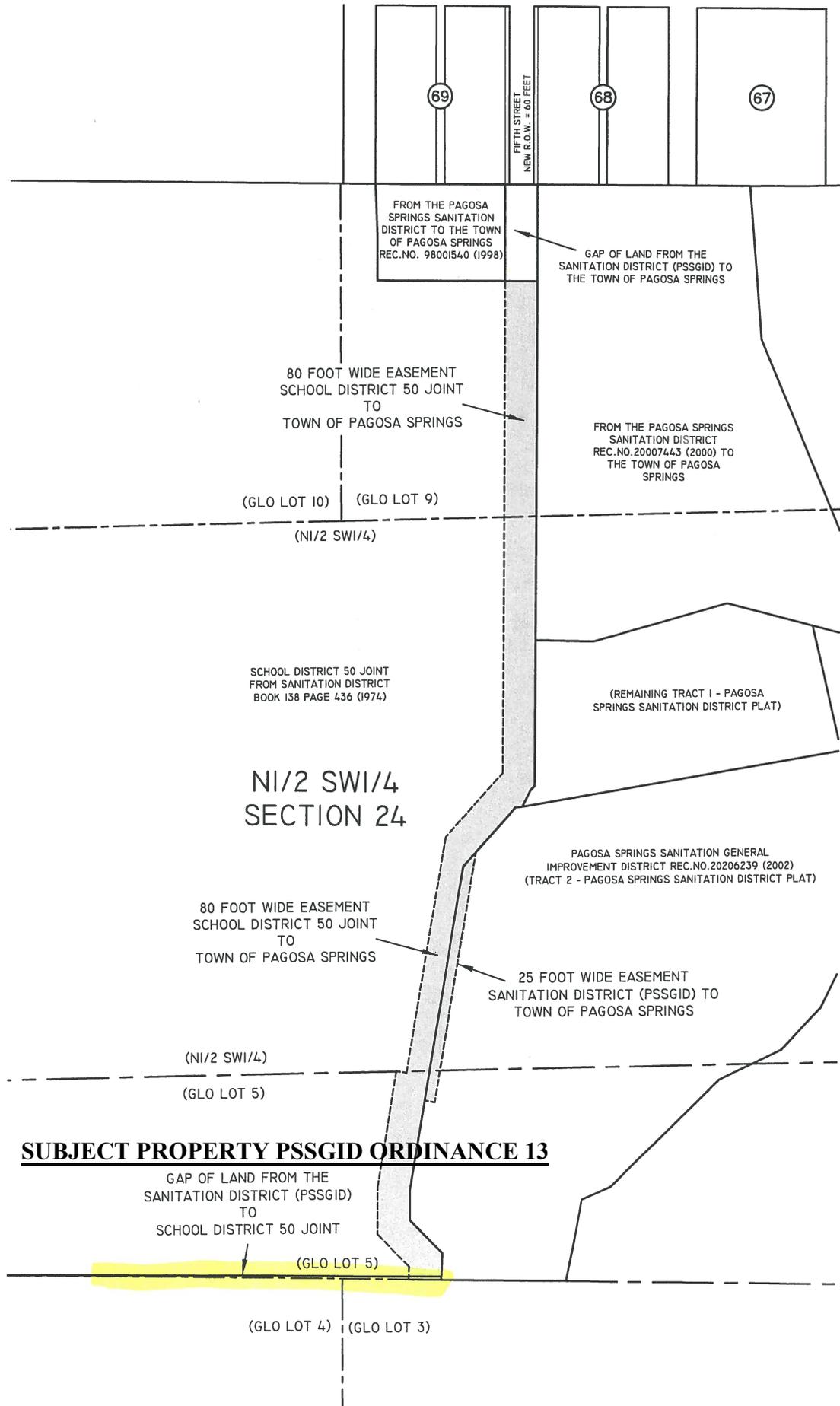
IN THAT DEED FROM EARL W. AND VIOLA M. BAKER TO THE PAGOSA SPRINGS SANITATION DISTRICT, RECORDED IN BOOK 97 ON PAGE 30, THE LAND EXTENDED TO THE SOUTH LINE OF GLO LOT 5.

IN THAT DEED FROM THE PAGOSA SPRINGS SANITATION DISTRICT TO SCHOOL DISTRICT NO. 50 JOINT OF ARCHULETA AND HINSDALE COUNTIES RECORDED IN BOOK 138 ON PAGE 436 THE LANDS FOLLOWED A FENCE LINE NEAR AND NORTHERLY OF THE SOUTH LINE OF GLO LOT 5.

PREPARED BY DEAN P. SCHULTZ
COLORADO CERTIFICATE NO 26973



EXHIBIT A-2 PSSGID ORDINANCE 13





AGENDA DOCUMENTATION

OLD BUSINESS:VI.1

PAGOSA SPRINGS SANITATION BOARD OF DIRECTORS
MAY 3, 2016

FROM: GENE TAUTGES, SANITATION SUPERVISOR

PROJECT: PAWSD/PIPELINE UPDATE REPORT

ACTION: DISCUSSION

I am working somewhat remotely the week of 4/25 as I am in Minnesota on family related PTO.

The new engineer from Bartlett & West named Greg Meyer is getting up to speed on the project now with the assistance of Jeff Shamburg also from Bartlett & West. Also, Hammerlund Construction has brought in a project manager to help finish up the project, so we hope these changes will foster a transition to a smooth project completion. His name is Bill Bohlen and he was actually a part of the project about a year and a half ago so is quite familiar with it. Staff still anticipates several more months to complete the project to specifications which include the decommissioning of two of the three old lagoon cells. The third, and smallest cell, will be kept available for a year or so until we have a good history of operation on the pump station. The contractor will give us a deduction from the contract price for work they will not be required to perform and the third cell can be decommissioned later by staff or under separate contract.

The meeting with the contractor, SCADA subcontractor, project engineer, and staff to discuss the remaining SCADA questions went quite well and several control and monitoring issues were solved. I have met with our local Internet Service Provider (ISP) and the antennas and wiring should be in place next week in plenty of time for the engineers to start the fine tuning process. I have been made aware of a grant possibility from the Department of Homeland Security which may also help fund the final stage of the project. I will keep you apprised on any possibilities.

We have been advised that the repairs on the 4 faulty pumps may be complete by the end of this week. Once shipped to the construction site, the pump manufacturer will be requested to return and complete the commissioning process which should hopefully occur by months end.

The Small Community Grant Program coordinator and I have been putting the finishing touches on the Scope of Work (SOW) with timelines and final budget documents. I anticipate having a contract for the board to approve by the first meeting in June. Once accepted by the state, we can actually begin to use the grant money in the amount of \$442,765 for engineering, the bidding process, construction, and inspection services. Due to the late start on this project, I anticipate design and state approval to be completed this year, with construction to start in the spring of 2017 and completion by fall.

Respectfully submitted,
Gene Tautges
Sanitation Supervisor