



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, NOVEMBER 4, 2014
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. APPROVAL of MEETING MINUTES FROM OCTOBER 23 & 29, 2014**
- IV. PUBLIC COMMENT – *Please sign in to make public comment***
- V. LIQUOR LICENSE**
 - 1. Liquor License Renewal – Springs Resort LTD dba Pagosa Resort & Spa at 165 Hot Springs Blvd.**
 - 2. Liquor License Renewal – Slingerland LLC dba DSP Pizzeria at 100 Country Center Dr. Suite C**
- VI. NEW BUSINESS**
 - 1. Fiber Optics Lease Agreement with USA Communications**
 - 2. Letter of Support For Downtown Colorado Inc.'s USDA Grant Application**
 - 3. Letter of Support for the Land, and Water Conservation Fund Program**
 - 4. Noise Ordinance Variance for Geothermal Drilling Project**
 - 5. 2015 Budget**
- VII. PUBLIC COMMENT – *Please sign in to make public comment***
- VIII. COUNCIL IDEAS AND COMMENTS**
- IX. NEXT TOWN COUNCIL MEETING NOVEMBER 20, 2014 AT 12:00PM**
- X. ADJOURNMENT**

**Don Volger
Mayor**



AGENDA DOCUMENTATION

NEW BUSINESS: VI.1

PAGOSA SPRINGS TOWN COUNCIL

NOVEMBER 4, 2014

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: MASTER SERVICE AGREEMENT AND SERVICE ORDER FOR LEASE OF FIBER OPTIC CABLE BY USA COMMUNICATIONS

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE/BACKGROUND

In 2010, the Town of Pagosa Springs and Archuleta County participated in a grant application with several other cities and counties in southwestern Colorado to establish a fiber optics network known as "SCAN," or Southwest Colorado Area Network." The original purpose of SCAN was to establish a fiber optic network for use by governmental entities where demand could be aggregated and then bid for a lower price than could be achieved individually. The grant application was administered by the Council of Governments and each participant contributed a match. The grant amount was \$3 million and the match from all sources was \$1 million. However, at this present juncture, the fiber optic cable is not being utilized for its greatest potential as each group that originally participated is less incentivized for their own individual reasons. For example, subsequent to the completion of the fiber optic network, the Town of Pagosa Springs was able to secure free internet service from Skywerx in return for permitting a tower on Reservoir Hill.

Recently, the Town and County were approached by USA Communications to lease a short portion of our fiber to connect from Hwy 160 to Pagosa Springs Medical Center. The length is approximately 900 feet. The pertinent lease terms are as follows:

- \$125 per month for a 3 year term
- The Town bills USA communications for the lease payment and remits back to the County half of the proceeds.

FISCAL IMPACT

The decision point for USA communication was to either trench and lay fiber within their own utility right of way, or pay the Town and County for the use of the existing fiber. This arrangement does allow the Town and County to start to recoup their investment in the SCAN project. The price of \$5,000 is approximately the cost that it would take USA Communications to trench and lay their own line

RECOMMENDATION

Possible actions by the Town Council include:

- 1) APPROVE THE FIBER OPTIC LEASE AGREEMENT BETWEEN THE TOWN OF PAGOSA SPRINGS AND ARCHULETA COUNTY AND USA COMMUNICATIONS.
- 2) DENY THE FIBER OPTIC LEASE AGREEMENT BETWEEN THE TOWN OF PAGOSA SPRINGS AND ARCHULETA COUNTY AND USA COMMUNICATIONS.



Town of Pagosa Springs and Archuleta County
c/o Town of Pagosa Springs
P.O. Box 1859

Pagosa Springs, CO 81147
(970) 264-4151

Service Order

Customer Address

Name: **USA COMMUNICATIONS**
Street: **920 E 56th Street, Suite B**
City, State, Zip: **Kearney, NE 68847**
Attn: **Stuart Gilbertson**

Billing Address

Name: **USA COMMUNICATIONS**
Street: **920 E 56th Street, Suite B**
City, State, Zip: **Kearney, NE 68847**

"A" Location:

Name: **Pagosa Springs Medical Center**
Street: **N Pagosa Blvd & HWY 160 West**
City, State, Zip: **Pagosa Springs, CO 81147**
NPA/NXX:

"Z" Location:

Name: **Pagosa Springs Medical Center**
Street: **95 S Pagosa Blvd**
City, State, Zip: **Pagosa Springs, CO 81147**
NPA/NXX:

Salesperson: **Greg Schulte / Bentley Henderson**

Quote Number:

Order Due Date: **Nov. 4, 2014**

Proprietary and Confidential

Pricing

Order Type	Term (months)	Qty.	Product	MRC Each	MRC Total	NRC Each	NRC Total
Dark Fiber	0	1	Dark Fiber Deposit	\$ -	\$ -	\$ -	\$ -
Dark Fiber	36	1	Monthly Service Charge	\$ 125.00	\$ 125.00	\$ -	\$ 4,500.00
TOTALS				\$ -	\$ 125.00	\$ -	\$ 4,500.00

This Service Order is subject to and governed by the terms and conditions of the Master Services Agreement dated Oct. 7, 2014, including all Exhibits and Attachments thereto executed and in effect between the parties.

By their signatures below the parties acknowledge and accept the terms of this Service Order and certify that the individuals signing below are duly authorized to execute this Service Order on behalf of their respective companies and all of their respective affiliates and subsidiaries.

The above pricing reflects the existing Dark Fiber from "A" Location to the "Z" Location. Any splicing, colocation, building or riser access, equipment or labor to install cable shall be quoted separately.

Company Name **Town and County Representative**

USA Communications

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: **Stuart Gilbertson**

Title: _____

Title: **COO**

Email: _____

Email: stuart.gilbertson@usacomcommunications.tv

Date: _____

Date: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and dated to be effective this ____ day of _____, 2014 (the “Effective Date”), by and between the TOWN OF PAGOSA SPRINGS, a home-rule municipality of the State of Colorado, (“Town”), ARCHULETA COUNTY (“County”)(Town and County hereafter referred to collectively as “Licensor”) and CAP Cable dba USA COMMUNICATIONS, LLC, a Nebraska limited liability company (“Licensee”). Licensor and Licensee are sometimes hereinafter collectively referred to as the Parties and singularly referred to as a Party.

RECITALS

WHEREAS, Licensor is the owner of fiber strands within fiber optic cables (“Fiber Cables”) that are located generally in the areas shown or described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, there is currently excess capacity in the Fiber Cables that is not being used by the Licensor; and

WHEREAS, Licensee operates a Cable Television and Internet network in the Archuleta County, Colorado area and desires to use a total of _____ [*insert total number of fiber strands to be use by USA Communications*] of the fiber strands (the “Fiber Strands”) for such purposes; and

WHEREAS, it is in the best interest of the Licensor’s constituents for the Licensor to grant a license to Licensee to use the Fiber Strands upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants described herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Revocable License.** Licensor hereby grants Licensee a revocable license to use and access the Fiber Strands, without warranting title or interest and upon the terms and conditions set forth below. Any and all rights granted to Licensee under this Agreement shall be exercised at Licensee’s sole cost and expense, and shall be subject to the Licensor’s reserved right to use any and all parts of the Fiber Strands and Fiber Cables for Licensor’s public purposes. Notwithstanding any other provision contained herein to the contrary, nothing in this Agreement shall be deemed to grant, convey, create or vest in Licensee any real property interest in the Fiber Strands including any fee, leasehold, or easement interest.

2. **Internet Usage.** To the extent Licensee uses the Fiber Strands in connection with Licensee’s use of the Internet, Licensee warrants and represents to

Licensor that (i) the Fiber Strands will only be used for lawful purposes and Licensor shall not transmit or store material in violation of any federal or state laws or regulations; (ii) Licensor will comply with the applicable Acceptable Use Policy (“AUP”) attached hereto as Exhibit B and incorporated herein; and (iii) Licensor will ensure that its end users accept and comply with the AUP.

3. **Interference Prohibited.**

(a) Licensee shall not use the Fiber Strands in any way that interferes with any existing uses by the Licensor or tenants or licensees of Licensor holding rights to such Fiber Strands or the Fiber Cables on the Effective Date or hereafter (“Other Licensees”).

(b) In the event that Licensee’s use of the Fiber Strands should, in the reasonable judgment of the Licensor, interrupt or interfere with Licensor’s or Other Licensees’ use of the Fiber Strands or Fiber Cables, Licensor may require immediate modifications of Licensee’s use of the Fiber Strands to eliminate such interruption or interference. Licensee hereby agrees to make any such reasonable modifications at Licensee’s expense. If Licensee refuses or is unable to make the required modifications, Licensor may terminate this agreement in accordance with Paragraph 13(b), below.

4. **Non-Exclusive Use.** Licensee’s rights under this Agreement shall be non-exclusive and Licensor specifically reserves the right to license use of the Fiber Strands and the Fiber Cables to third parties for the same or similar purposes or for different purposes.

5. **Consideration.** In partial consideration of the Licensor granting permission to the Licensee to use the Fiber Strands, the Licensee agrees to the following:

(a) Licensor, its employees, directors and officers will not be held liable for interruption of Internet or Cable TV service from any cause.

(b) Each month during the License Term, Licensee shall pay \$125 to Licensor as additional consideration. Payment shall be payable in advance on or before the first day of each month.

(c) All payments hereunder shall be made payable to and sent to Town’s address as set forth in Paragraph 15 hereof.

6. **Legal Costs.** Licensee agrees that in further consideration of this Agreement, Licensee shall pay all legal costs associated with approval of this Agreement.

7. **Required Insurance.** Licensee shall be solely responsible for any of its equipment, facilities, personnel, and tools used with respect to this Agreement. Licensee shall maintain at its expense Worker’s Compensation Insurance as required by law, and

commercial general liability insurance covering actions by Licensee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injury to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Licensee shall provide to Licensor certificates of insurance evidencing such coverage and naming Licensor as an additional insured and requiring that Licensor be given notice of any cancellation of any policy thirty days prior to termination. Licensor and Licensee shall look solely to insurance for loss due to any property damage which is covered by insurance and neither Party's insurance company shall be subrogated to a claim against the other Party. Licensee shall indemnify and hold harmless Licensor, its employees, directors and officers, for all losses, costs, claims, damages, injury, loss of life and consequential damages that arise from Licensee's actions and omissions taken pursuant to this Agreement.

8. **Assumption of Risk.** Licensee shall assume all risks to its employees, agents, licensees and other persons who use or access the Fiber Strands and Fiber Cables pursuant to the provisions of this Agreement of the dangers involved, and Licensee shall advise all its employees, agents, Licensees and other persons of such risks.

9. **Reasonable Means.** Licensee will use all reasonable means to prevent any loss or damage to the Licensor or Other Licensees resulting from the construction, modification, replacement, repair, operation and maintenance of the Fiber Strands. Any repair or replacement of the Fiber Strands by Licensee is at the sole expense of Licensee.

10. **Indemnification.** Licensee shall indemnify, defend and hold harmless the Licensor, its officers, employees and agents from and against any and all liens, claims, damages, actions or causes of action and expense of whatsoever kind or nature to which it or they may be subject by reason of Licensee's use of the Fiber Strands pursuant to this Agreement, or by reason of any work done or omission made by Licensee, its agents or employees in connection with the construction, operation, modification, replacement, repair of the Fiber Strands. Licensee understands and agrees that Licensor is relying upon, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations on damages, or any other rights, immunities and protections provided to the Licensor by the Colorado Governmental Immunity Act, Article 10 of Title 24, C.R.S., as it now exists or as it may hereafter be amended from time to time.

11. **Licensor's Right to Use Fiber Strands.** Licensee further understands that Licensor retains the right to make full use of the Fiber Strands and the Fiber Cables, including but not limited to the right to maintain, repair, replace, construct and operate existing or future facilities and that the exercise of such rights may result in damage of or the destruction to the Fiber Strands. Licensor shall not be responsible for any damage or destruction of the Fiber Strands or for any loss suffered by Licensee as a result of Licensor's use of the Fiber Strands and Fiber Cables, provided, however, that Licensor

must take reasonable precautions so as not to unreasonably damage or destroy the Fiber Strands.

12. **Term.** The initial term of this Agreement shall be three (3) years, commencing on the Effective Date (“License Term”). The Agreement shall automatically terminate at the end of the License Term unless Licensee requests and Licensor approves renewal of the License Term. The Parties agree and acknowledge that by this Agreement, the Licensor does not intend to create, and shall not be deemed to have created, a multiple-fiscal year direct or indirect debt or other financial obligation of any nature.

13. **Termination.**

(a) **Default.** Licensor may terminate this Agreement upon a default by the Licensee if Licensor gives notice to Licensee of the default, and the default is not remedied within ten (10) days of notice. Default by the Licensee shall include failure to comply with any provision of this Agreement. In the event the default remains uncorrected, the Licensor may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the Licensor commences legal or equitable actions against the Licensee, the Licensee shall be liable to the Licensor for the Licensee’s reasonable attorney fees and costs incurred as a result of the default.

(b) **Termination Necessary for Public Safety.** If Licensor determines Licensee’s use of the Fiber Strands is in any way threatening or harming public safety, Licensor may terminate this Agreement as necessary for public safety upon five (5) days’ notice to Licensee. This shall include the right to terminate because of a change in the Licensor’s operation.

14. **No Sublease.** Licensee may not sublet the Fiber Strands, or grant other parties any rights to use equipment, circuits or access covered by this License Agreement without express written consent of Licensor.

15. **Notice.** Notice to the Licensee or Licensor are effective when deposited in first class mail to the following addresses respectively:

Licensee:	Licensor:
USA Communications, LLC 920 E 56 th St., Suite B Kearney, NE 68847	Town Manager Town of Pagosa Springs P.O. Box 1859

<p>Attn: President</p> <p>Phone: (308) 236-1512 Fax: (308) 946-7203 Email: sales@usacommunicationstv.com</p>	<p>Pagosa Springs, CO 81147</p> <p>Archuleta County Attn: County Administrator P.O. Box 1507 Pagosa Springs, CO 81147</p>
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16. **Assignment and Transfer.** The rights granted Licensee hereunder may be sold, assigned or transferred by the Licensee to the Licensee’s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee’s assets in the market in which the Licensee is located by reason of a merger, acquisition or other business reorganization without any approval or consent of Licensor. As to any other parties, this License may not be sold, assigned or transferred without the express written consent of the Licensor.

17. **Subject to Prior Rights.** The rights and privileges granted in this License are subject to prior agreements, licenses, conveyances, recorded or unrecorded, and it shall be the Licensee’s sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee’s use of the Fiber Strands and to resolve any conflicts. Licensor makes no assurances or warranty concerning the suitability of the Fiber Strands for the purposes of Licensee.

18. **Severable.** If any court, legislature or government agency for any reason deems one or more of the provisions of this Agreement, in whole or part, invalid, void, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

19. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Colorado, without regard to its conflict of laws rules.

20. **Time is of the Essence.** Time is expressly made of the essence of this Agreement.

21. **Amendment.** This Agreement may only be amended in writing by all Parties.

22. **Entire Agreement.** This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties. This Agreement supersedes all

prior agreements between the Parties. This Agreement specifically extinguishes all conditions precedent or subsequent contained within all prior oral or written agreements between the Parties.

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

Town of Pagosa Springs

By: _____
Name: _____
Title: _____
Date: _____

Archuleta County

By: _____
Name: _____
Title: _____
Date: _____

Licensee: USA Communications

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Location of Fiber Strands

EXHIBIT B

Acceptable Use Policy



AGENDA DOCUMENTATION

NEW BUSINESS: VI.2

PAGOSA SPRINGS TOWN COUNCIL

NOVEMBER 4, 2014

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

PROJECT: LETTER OF SUPPORT FOR DOWNTOWN COLORADO INC.'S USDA GRANT APPLICATION

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE/BACKGROUND

The Town recently received a request from Downtown Colorado, Inc. (DCI), requesting the Town provide a letter of support for a USDA grant application they are submitting. Grant funds received will help lower costs for communities participating in the community assessments and utilizing DCI's technical assistance services.

Over the past 10 years, Downtown Colorado, Inc. has provided community assessments and technical assistance services to over 60 towns throughout Colorado. DCI has been able to lower the costs of these services to communities through funding from the USDA Rural Development's Rural Community Development Initiative (RCDI). DCI is currently in the process of applying for these grant funds again. Their chances look promising to receive further funding, but DCI needs our help and the help of other communities, to strengthen those chances, by submitting a letter of support addressed to the RCDI Grant Committee telling them of our positive experience and encouraging USDA to provide further funding for our technical assistance programs.

ANALYSIS

In 2012, DCI provide the Town of Pagosa Springs and community a technical assistance program and community assessment, which was a very beneficial and successful process for the entire community. In staff's opinion, the DCI final report reinforced the current and future planned efforts that have already been outlined in the Town's "*Downtown Master Plan*" and "*Comprehensive Plan*", for vitalizing (and re-vitalizing) the core downtown district. The DCI assessment included input from many community members and organizations.

ATTACHMENTS

~ Drafted letter of support.

RECOMMENDATION

Staff recommends that Town Council consider approving the attached letter of support.

- 1) APPROVE the proposed letter of support for the Downtown Colorado Inc.'s USDA Rural Development's Rural Community Development Initiative 2014 Fall Grant Cycle.



551 Hot Springs Boulevard
Post Office Box 1859
Pagosa Springs, CO 81147
P: 970.264.4151
F: 970.264.4634

Town of Pagosa Springs
Office of the Mayor

November 4, 2014

Re: DCI Grant Proposal

Dear Grant Selection Committee,

The Town of Pagosa Springs Town Council respectfully submits this letter of support for Downtown Colorado, Inc. (DCI) as it seeks funding for services provided to Colorado's small towns. In the past years DCI has shown great progress in assisting communities throughout Colorado with ongoing training through quarterly Downtown Institute sessions, the annual Vibrant Colorado Downtowns Conference, and technical assistance visits and community assessments.

DCI also provides small towns with a library of resources and on-going consultation and support. These resources have been and are significant to our community in building a sustainable downtown program. Through the technical assistance program and community assessment process conducted with DCI in 2012, the Town of Pagosa Springs was able to identify opportunities and action steps that opened doors for our community's Downtown revitalization efforts. The consultation and support we receive(d) from DCI assists in maintaining momentum on these initiatives and keeping our citizens enthusiastic and involved. The recommendations our town has received from DCI have been meaningful and achievable in a way that demonstrates that DCI understands Colorado's downtowns.

DCI has proven to be a valuable resource and training organization for Pagosa Springs as we pursue creating a vital and vibrant downtown community core in the face of expanding development outside of the core downtown district. Networking among the communities and with the other members of the organization has been extremely important to our success.

The continued existence of DCI's professional technical assistance and educational programs is integral to the furtherance of our communities' goals for revitalization, economic development, and community activism.

On November 4, 2014, the Town Council unanimously approved this letter of support for the DCI grant Application. Thank you for your serious consideration in funding DCI's grant funding request.

Sincerely,

*Don Volger, Mayor
Town of Pagosa Springs
Po Box 1859
551 Hot Springs Blvd.
Pagosa Springs, Co. 81147
970-264-4151 x226
ddvolger@gmail.com*



AGENDA DOCUMENTATION

NEW BUSINESS: VI.3

PAGOSA SPRINGS TOWN COUNCIL

NOVEMBER 4, 2014

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

**PROJECT: LETTER OF SUPPORT FOR THE RE-AUTHORIZATION AND FULL FUNDING FOR
THE LAND AND WATER CONSERVATION FUND PROGRAM**

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE/BACKGROUND

The Town recently received a request from the Land and Water Conservation Fund (LWCF) program, requesting the Town provide a letter of support to Senators Udall and Bennet, supporting the re-authorization of the LWCF program with full funding for the program. Land and Water Conservation Fund program dollars are administered through the State Trails grant program.

ANALYSIS

The Town recently received \$100,937 for the new river walk extension project from State Trails. A good portion of State Trails Grant funding comes from the LWCF. Securing this funding stream to the State for the next 50 years will ensure there is ample funding available for our future grant requests.

ATTACHMENTS

- ~ LWCF Talking Points
- ~ Draft Letters of support to Senators Bennet and Udall

RECOMMENDATION

Staff recommends that Town Council consider approving the attached letter of support.

- 1) APPROVE the drafted letters of support to Senators Udall and Bennet, supporting the re-authorization and funding for the Land and Water Conservation Fund.



551 Hot Springs Boulevard
Post Office Box 1859
Pagosa Springs, CO 81147
P: 970.264.4151
F: 970.264.4634

Town of Pagosa Springs
Office of the Mayor

Date: November 4, 2014

To: Honorable Mark Udall
United States Senator
328 Hart Building
Washington DC. 20510

Re: Endorsement for the Re-Authorization of Land and Water Conservation Funding

Dear Senator Udall,

We are writing to provide strong support for the re-authorization and full funding of the Land and Water Conservation Fund. On November 4, 2014, The Town Council of Pagosa Springs unanimously approved providing this letter of support for the LWCF program with full funding.

For 50 years, the Land and Water Conservation Fund (LWCF) has been America's most important conservation and recreation program, responsible for protecting parks, wildlife refuges and recreation areas at the federal, state and local level, providing critical funding for land and water conservation projects, outdoor recreation access including hunting and fishing and the preservation of our nation's historic, cultural and iconic landmarks.

Colorado has received about 60.5 million since 2013, for acquiring and developing outdoor recreation areas and facilities, including recreational trails, securing almost 60,000 acres in perpetuity for public recreation purposes. As you know, LWCF is funded by revenues collected from offshore oil and gas drilling, deposited in the LWCF trust fund, thus LWCF is not funded by tax payers.

The citizens and visitors to Pagosa Springs, Colorado have benefited first hand from the LWCF investment, administered by the Colorado Parks and Wildlife Commission (CPW). Most recently, the Town of Pagosa Springs received \$100,937 to complete a 900 lineal foot river walk trail project along the banks of the San Juan River. This trail segment helps us achieve a long term vision of providing a full 1.5 miles of connected river walk trail to serve our residents and visitors alike. The Town of Pagosa Springs has a number of other related future projects that could be accelerated with LWCF funding.

Since congress reduced LWCF appropriations in 2000, CPW has been working with local governments to use the existing Colorado State Trails program grant process to award LWCF funds. Authorizing and fully funding LWCF for another 50 years will allow returning the state wide grants to its original purpose of acquiring land and water, protect Colorado's precious natural resources and provide future recreation enhancements.

As always, we are grateful for your public leadership and we urge you to strongly support re-authorizing and fully funding the Land and Water Conservation Fund. Please call me if you have any questions.

Sincerely,

Don Volger, Mayor
Town of Pagosa Springs
Po Box 1859, 551 Hot Springs Blvd.
Pagosa Springs, Co. 81147
970-264-4151 x226
ddvolger@gmail.com



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Post Office Box 1859
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F: 970.264.4634

Town of Pagosa Springs
Office of the Mayor

Date: November 4, 2014

To: Honorable Michael Bennet
United States Senator
458 Russell Building
Washington DC. 20510

Re: Endorsement for the Re-Authorization of Land and Water Conservation Funding

Dear Senator Bennet,

We are writing to provide strong support for the re-authorization and full funding of the Land and Water Conservation Fund. On November 4, 2014, The Town Council of Pagosa Springs unanimously approved providing this letter of support for the LWCF program with full funding.

For 50 years, the Land and Water Conservation Fund (LWCF) has been America's most important conservation and recreation program, responsible for protecting parks, wildlife refuges and recreation areas at the federal, state and local level, providing critical funding for land and water conservation projects, outdoor recreation access including hunting and fishing and the preservation of our nation's historic, cultural and iconic landmarks.

Colorado has received about 60.5 million since 2013, for acquiring and developing outdoor recreation areas and facilities, including recreational trails, securing almost 60,000 acres in perpetuity for public recreation purposes. As you know, LWCF is funded by revenues collected from offshore oil and gas drilling, deposited in the LWCF trust fund, thus LWCF is not funded by tax payers.

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As always, we are grateful for your public leadership and we urge you to strongly support re-authorizing and fully funding the Land and Water Conservation Fund. Please call me if you have any questions.

Sincerely,

Don Volger, Mayor
Town of Pagosa Springs
Po Box 1859, 551 Hot Springs Blvd.
Pagosa Springs, Co. 81147
970-264-4151 x226
ddvolger@gmail.com

FY15 Land and Water Conservation Fund Talking Points

Top Line Message: The Land and Water Conservation Fund is America's most important conservation and recreation program, responsible for protecting parks, wildlife refuges and recreation areas at the federal, state and local level. For 50 years, it has provided critical funding for land and water conservation projects, outdoor recreation access including hunting and fishing, and the continued preservation of our nation's historic, cultural and iconic landmarks in every state in America. LWCF does not use any taxpayer dollars – it is funded using a small portion of the royalties received from offshore oil and gas drilling. Outdoor recreation, conservation and historic preservation activities contribute more than a trillion dollars annually to the U.S. economy, supporting 9.4 million jobs.

LWCF does not use taxpayer dollars

LWCF is fully paid for without relying on the support of American taxpayer dollars. Every year, \$900 million of the many billions of dollars the U.S. Treasury collects from offshore oil and gas drilling is deposited into the LWCF trust fund. LWCF reinvests these revenues from the sale of one national resource into the protection of our shared natural resources and iconic landmarks and ensures outdoor recreation for all Americans. LWCF is a simple asset-for-asset conservation arrangement that honors the principles of fiscal responsibility while safeguarding our nation's shared outdoor heritage for current and future generations. Unfortunately, LWCF has been chronically short-changed, with over \$18 B diverted to other unspecified uses.

LWCF investments in our shared outdoor heritage are essential to outdoor recreation, tourism, economic prosperity and growth

The Land and Water Conservation Fund is essential to the outdoor recreation industry, a sector with a nearly \$650 billion economic impact that supports and creates jobs in every state. LWCF has created outdoor recreation opportunities in every state and 98 percent of counties across the country -- opening up key areas for hunting, fishing, and other recreational access; supporting working forests and ranches; and acquiring inholdings and protecting critical lands in national parks, national wildlife refuges, national forests, Civil War battlefields and other federal areas.

- LWCF provides matching grants to states for state and local parks, ensuring close-to-home access to recreation, protection of natural resources and support for local economic growth.
- Hunting, fishing, camping, and other outdoor recreation activities contribute \$646 billion to the economy while supporting 6.1 million jobs.
- Combined with broader conservation, outdoor recreation and historic preservation sectors the economic contribution rises \$1.06 trillion annually while supporting 9.4 million jobs (1 in every 15 jobs in the U.S.)
- Recent polling by Colorado State University showed that 74 percent of those polled believe that public lands "help to attract high quality employees and good jobs to their state"
- The poll also found that 91 percent of those surveyed in 2012 and 2013 believe that "national parks, forests, monuments and wildlife areas are an essential part" of their states' economies.

LWCF provides access to safe, close-to-home parks and recreation for urban and suburban communities

The roughly 250 million Americans who live in or near cities already find it difficult to connect with the outdoors. While people in cities value close-to-home places to get outside and recreate, increasing urbanization has left millions of people without easy access to open spaces. LWCF expands and enhances both large outdoor spaces in urban areas, as well as smaller parks in nearly every community in the country.

LWCF helps ranchers and farmers, forest owners, and other private landowners stay on their land



AGENDA DOCUMENTATION

NEW BUSINESS: VI.4

PAGOSA SPRINGS TOWN COUNCIL

NOVEMBER 4, 2014

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

PROJECT: REQUEST FOR NOISE PERMIT FROM PAGOSA VERDE

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE/BACKGROUND

The Town recently received a request for a "Permit for Relief from Noise Ordinance Provisions" (Permit) from Pagosa Verde regarding the drilling operation for one of their thermal gradient wells that will occur in Town Boundaries, just south of the School District's Transportation Facility on school district property. The drilling operation is expected to begin sometime between late November and December. The drilling operation is expected to last 8 weeks and will be conducted 24 hours a day. Lighting will also be used for night drilling and will comply with Town lighting code, ensuring the lighting is directed on the site drill only. Pagosa Verde has received permission from the school district contingent on the drilling operation being suspended during scheduled exams. The applicant is claiming an undue hardship due to increase in cost if limited the allowable times of day for construction noise.

The Town, County and Pagosa Verde are partners in this geothermal exploration drilling effort. Due to the extended nature of the proposed drilling operation, The Police Chief recommends Town Council provide approval or denial for the requested Noise Permit.

ANALYSIS

ARTICLE 4. PERMISSIBLE NOISE of the Town's Municipal Code defines the permissible noise for construction projects as follows;

Sec. 13.4.1. Construction Projects

Construction projects shall be conducted between the hours of 6:00 am and 10:00 pm Monday through Friday and 8:00 am and 8:00 pm Saturday and Sunday. Any noise generated by such activity outside of these hours shall be determined to be unreasonable, declared a nuisance, constitutes a violation of this Chapter, and is subject to fines set forth in Section 13.6.1 herein. This section shall not preclude emergency work of public service utilities. Furthermore, the Police Chief or his or her designee is hereby authorized to issue a construction work noise permit allowing construction work noise to occur at a time other than the time set forth above based on circumstances that necessitate such construction work.

Sec. 13.4.2. Emergencies.

Noise caused in the performance of emergency work for the immediate safety, health, or welfare of the community or individuals of the community or to restore property to a safe condition following a public calamity shall not be subject to the provisions of this Chapter. Nothing in this Section shall be construed to permit law enforcement, ambulance, fire or other emergency vehicles to make excessive noise in the performance of their duties when such noise is clearly unnecessary.

Sec. 13.4.3. Quiet Zones.

The Town Manager or his or her authorized representative has the authority to designate quiet zones within the Town. Such zones shall be in the vicinity of any school, hospital, institution of learning, court, rest home or other designated area where exceptional quiet is necessary, while the structures are in use; provided that conspicuous signs are placed or displayed in such streets or areas indicating that such areas have been designated as quiet zones. No person shall create any unreasonable noise within fifty (50) feet of such properties in a designated quiet zone.

In response to the criteria the Police Chief is charged with considering for the issuance of a permit, the applicant has provided the following responses:

1) **The time of day that the noise is created:**

24 hours a day, avoiding scheduled exam testing times at the High School.

2) **The duration of the noise:**

The drilling operation will be conducted for 8 weeks from the time the drilling operation begins. The drilling is expected to begin between late November to December 2014.

3) **The loudness of the noise relative to the required limits:**

The applicant states the noise level will be 75dB, the equivalent to the noise inside a semi-truck cab during operation. Noise levels are expected to be much less than the force main construction activity in the area. This level is equivalent to a vacuum cleaner at a close distance. The remote location provide a large distance to dissipate the expected noise level. The Town code does not provide a decibel level, It refers to a distance of 150 feet and noise that can be clearly heard by a person using his or her normal hearing faculties.

4) **Whether the noise is temporary or continuous in nature:**

The drilling operation will be continuous for 8 weeks 24 hours a day.

5) **The extensiveness of the noise:**

The location of the project is fairly remote. Noise will diminish with distance.

6) **The technical and economic feasibility of bringing such noise source into conformance with the provisions of the Municipal Code:**

The applicant claims the drilling operation will cost approximately \$110,000 if operated 24 hrs a day. If limited to daytime hours only, that cost is expected to double.

ATTACHMENTS

- ~ Letter of request from the applicant
- ~ Map of proposed drilling area

RECOMMENDATION

Staff recommends that Town Council consider a determination on the noise permit request. Below are alternative actions for consideration.

- 1) "APPROVE a Noise Permit for the Pagosa Verde Temperature Gradient Well 6 drilling operation for a period of 8 weeks beginning at the commencement of drilling expected to begin late November – December 2014."
- 2) "APPROVE a Noise Permit for the Pagosa Verde Temperature Gradient Well 6 drilling operation for a period of 8 weeks beginning at the commencement of drilling expected to begin late November – December 2014, with the following contingencies"
- 3) "DENY a Noise Permit for the Pagosa Verde Temperature Gradient Well 6 drilling operation."



October 21, 2014

Greg Schulte
Pagosa Springs Town Manager
P.O. Box 1859
Pagosa Springs, CO 81147

Dear Mr. Schulte,

Pagosa Verde will begin drilling six thermal gradient wells November 3, 2014. After an extensive environmental process, various governmental agencies including the Department of Energy, Colorado Division of Water Resources, and Fish and Wildlife Services have issued the go-ahead for thermal gradient well drilling.

One of the proposed drilling sites is located within the boundaries of the Town of Pagosa Springs. That site is noted as TG6 and will be drilled on School District property located at a dead end location on southern-most part of S. 5th St. behind the District bus barn (see attached map). Currently there is extensive construction work being performed near the site affiliated with the installation of the Town's new sewer system. The thermal gradient drilling crews will be working around the clock for approximately 8 weeks.

As stated in Town Ordinance Sec. 13.4.1. - Construction Projects:

"Construction projects shall be conducted between the hours of 6:00 a.m. and 10:00 p.m. Monday through Friday and 8:00 a.m. and 8:00 p.m. Saturday and Sunday. Any noise generated by such activity outside of these hours shall be determined to be unreasonable, declared a nuisance, constitutes a violation of this Chapter, and is subject to fines set forth in Section 13.6.1 herein. This section shall not preclude emergency work of public service utilities. Furthermore, the Police Chief or his or her designee is hereby authorized to issue a construction work noise permit allowing construction work noise to occur at a time other than the time set forth above based on circumstances that necessitate such construction work." The Pagosa Springs Police Chief has indicated that he would prefer council approval for a noise variance for this drilling project.

While this is not necessarily a construction project, this Town ordinance description is the closest article of permissible noise that we could compare with. Pagosa Verde is seeking authorization to conduct drilling operations outside of the approved designated time frame. The noise incurred during this drilling operation is the

Biological Assessment

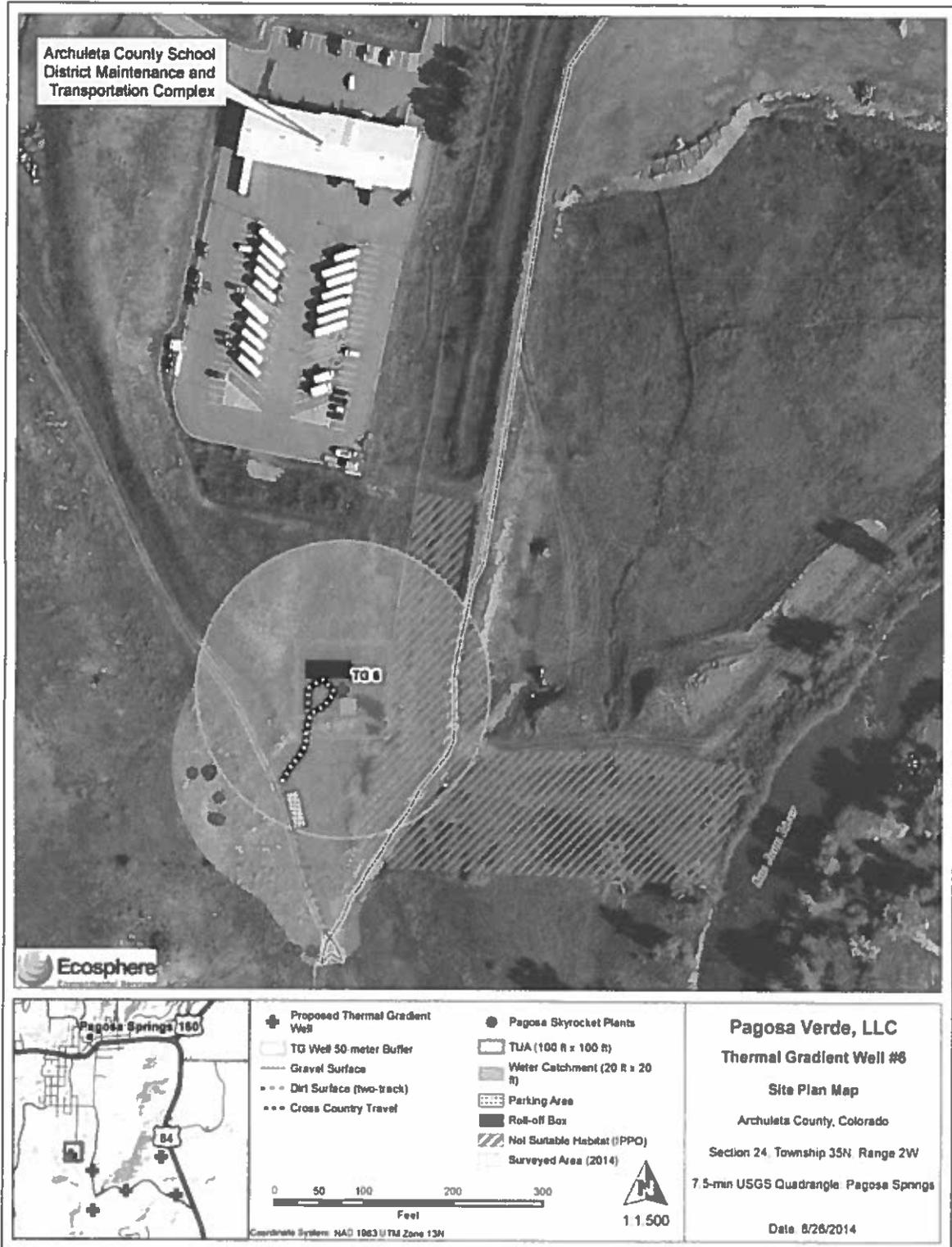


Figure A-6: TG 6 Site Plan



AGENDA DOCUMENTATION

2015 BUDGET HEARING: VI.5

PAGOSA SPRINGS TOWN COUNCIL

NOVEMBER 4, 2014

FROM: GREGORY J. SCHULTE, TOWN MANAGER

PROJECT: REVIEW IDENTIFIED BUDGET ISSUES FOR THE PROPOSED 2015 BUDGET

ACTION: DISCUSSION AND POSSIBLE ACTION S

PURPOSE/BACKGROUND

The Town Council has held several budget Work Sessions over the past month or so with the different departments and financial entities of the Town. During the Work Sessions, several issues have been identified and it was requested that a Budget Hearing be scheduled so the issues could be further discussed and possible decisions made for inclusion into the final budget document. The identified issues are as follows:

BUDGET ISSUE #1 – STREET PAVING/MAINTENANCE

COMPLETED

The Town Council had previously decided to rebuild South 8th Street from the San Juan Alley to Apache Street. The estimated cost was approximately \$1 million and that amount was included in the Proposed 2015 Budget document. The rebuild would not include widening 8th or adding other features such as sidewalks, pedestrian bulb-outs, etc. In the Work Sessions in was discussed what other options there might be. The possible options are as follows:

RECOMMENDATIONS

Possible actions by the Town Council include:

- 1) AFFIRM THE DECISION TO REBUILD 8TH ST FROM THE SAN JUAN ALLEY TO APACHE ST AT THE ESTIMATE PRICE OF \$1 MILLION.
- 2) APPROVE THE REBUILDING OF PIEDRA STREET TO INCLUDE THE SIDEWALKS, BUT NOT THE INTERSECTION OF PIEDRA ST AND 8TH ST AND DIRECT STAFF TO USE THE REMAINING BUDGETED FUNDS FOR STREET MAINTENANCE PROJECTS CONSISTENT WITH THE 5 YEAR MAINTENANCE PLAN.
- 3) APPROVE THE REBUILDING OF PIEDRA STREET TO INCLUDE THE SIDEWALKS, BUT NOT THE INTERSECTION OF PIEDRA ST AND 8TH ST AND DIRECT STAFF TO USE A PORTION OF THE REMAINING BUDGETED FUNDS TO MAKE AN EXTRA PAYMENT (\$232,000) TOWARDS THE LEWIS ST LOAN AND THE BALANCE FOR STREET MAINTENANCE PROJECTS CONSISTENT WITH THE 5 YEAR MAINTENANCE PLAN.
- 4) DIRECT STAFF TOWARDS OTHER OPTIONS.

Budget Issue #2 – Service Organizations

COMPLETED

The Town Council in prior years has contributed funding to a variety of organizations and non-profits. In 2014 the contributions amounted to \$61,763 which equated to 3.25% of specified General Fund revenue sources. Based upon revenue projections and current policy, the Council has \$66,455 to contribute in 2015, which is an increase of \$4,692. However, the \$15,000 for Axis ATU was moved to the Police Dept so the amount is decreased \$15,000 respectively. The Preliminary Budget allocated identical funding to the same organizations as in 2014. However, we have funding requests totaling \$116,063.

RECOMMENDATIONS

Possible actions by the Town Council include:

- 1) AFFIRM THE ALLOCATION OF FUNDING TO THE SAME ORGANIZATIONS IN THE SAME AMOUNTS AS IN 2014 AS PROPOSED IN THE PRELIMINARY 2015 BUDGET.
- 2) DIRECT STAFF TOWARD OTHER OPTIONS

Budget Issue #3 – Economic Development

COMPLETED

In 2014, there was \$32,500 budgeted for economic development purposes. \$20,000 was for the Town's economic development incentive program and the balance was for one-time projects. Based upon comments from the Work Session, staff eliminated the \$20,000 incentives funding and proposes that in the event a qualified applicant for the program comes forward, that the identified amount would be appropriated from reserves at such time it was needed. That frees up the \$20,000 for further allocation. The Town has received a \$15,000 request from Seeds of Learning and is intended to be an on-going funding request. The Town can also expect a funding request from the revamped CDC/Region 9 to kick-start the program in conjunction with the County.

RECOMMENDATIONS

Possible actions by the Town Council include:

- 1) APPROVE THE ALLOCATION OF FUNDING IN THE AMOUNT OF \$20,000 TOWARDS THE ARCHULETA COUNTY COMMUNITY DEVELOPMENT CORPORATION FOR 2015 CONTINGENT UPON SPECIFIED PERFORMANCE CRITERIA.
- 2) APPROVE THE REQUEST FOR FUNDING FOR SEEDS OF LEARNING IN THE AMOUNT OF \$15,000 FOR 2015.
- 3) APPROVED THE CREATION OF A \$20,000 POOL OF FUNDING FOR EARLY CHILDHOOD DEVELOPMENT THAT ACTS AS A MATCH PROGRAM.
- 4) DIRECT STAFF TOWARDS OTHER OPTIONS.

Budget Issue #4 – Legal Expenses

During the Work Sessions, it was noted that the legal expenses for the Town has grown over the years. The questions was posed as to whether it might be feasible for the Town to bring legal representation in-house rather than continuing to contract it out to Collins, Cockrell, and Cole. An analysis of the legal costs was performed and is attached as Exhibit A. The legal costs for the Town have grown over the years, but in recent years there have been several projects that have magnified the costs for the Town. These projects include:

- Wal-Mart
- Pipeline project
- The Rec Center
- Various land development projects

Some of these projects have had reimbursements associated with them and some are one time projects. Furthermore, this also includes the contract prosecutor for criminal actions in Muni Court. Once the reimbursement and one-time projects are factored out, the trend of legal costs have been as follows:

2014 YTD:	\$ 90,572
2013:	\$121,098
2012:	\$144,406
2011:	\$118,036
2010:	\$ 73,889
Average:	\$109,600

For comparison, the County Attorney budget for both 2014 and 2015 is approximately \$225,000. Of that amount approximately \$190,000 is salary and benefits and the balance is services and supplies. There are 2.0 FTE in staffing – one attorney and one support staff.

RECOMMENDATIONS

Possible actions by the Town Council include:

- 1) DIRECT STAFF.

Budget Issue #5 – Court Security

The Town Council heard from Candace Dzielak and Judge Anderson that court security is a significant issue. You have all been provided with a packet regarding court security and the proposal was whether the Police Department was going to be able to provide the adequate court security with the proposed budget of \$7,700. In conversations with the Police Chief, it was felt this could be accomplished on off-duty hours and in surveying the police officers, it would be acceptable. Therefore, the \$7,700 is felt to be adequate and the police force is able to do the task. The question was also whether we could recover costs from the participants for the court security as does the State of Colorado. To recover the costs based upon the average number of filings (4 year average), the proposed fee would need to be approximately \$18.

RECOMMENDATIONS

Possible actions by the Town Council include:

- 1) AFFIRM THE CURRENTLY PROPOSED ALLOCATION OF FUNDING FOR COURT SECURITY IN THE AMOUNT OF \$7,700.
- 2) DIRECT STAFF TO ASSESS THE VIABILITY OF IMPLEMENTING A COURT SECURITY FEE TO RECOVER COSTS ASSOCIATED WITH PROVIDING COURT SECURITY AND TO INCLUDE IN THE PROPOSED 2015 FEE SCHEDULE.
- 3) DIRECT STAFF TOWARDS OTHER OPTIONS.

Budget Issue #6 – Staffing Requests

During the Work Sessions, the Council heard various requests for additional staffing. The requests are as follows:

	<u>Title</u>	<u>Cost</u>	<u>Status</u>	<u>Funding Source</u>
1.	Records/HR Clerk:	\$56,000	Full Time	General Fund
2.	Police Officer:	\$55,000	Full Time	General Fund
3.	Associate Planner:	\$49,000	Full Time	General Fund
4.	Court Clerk:	\$47,000	Full Time	General Fund
5.	Events Coordinator:	\$20,000	Part Time	Capital Development Fund

All but one would be from the General Fund and assuming present revenue and expense assumptions, there is no room for expanding full time positions. The Events Coordinator, which would be located in the Parks Department, would be a seasonal position during the summer and assist with event coordination with Parks, Community Center, and TTC events. This position could be seen as experimental and discontinued after the first season if it does not perform as expected.

RECOMMENDATIONS

Possible actions by the Town Council include:

- 1) APPROVE ADDING ADDITIONAL _____ STAFF MEMBER(S) TO THE PRELIMINARY 2015 BUDGET.
- 2) DIRECT STAFF TOWARDS OTHER OPTIONS.

Other Follow-Up Work for Staff

- Explore other recruiting options for Police Department
- Review and pursue revised agreement with Coalition regarding operation of Community Center
- Bring to Council revised and comprehensive Fee Schedule
- Follow-up on MOU regarding thinning on Reservoir Hill
- Review rationale for Plan Investment Fee in Sanitation GID
- Review policies for administering the geothermal system
- Complete County/Town Lodgers Tax MOU



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, NOVEMBER 4, 2014
Town Hall Council Chambers
551 Hot Springs Blvd
5:00 p.m.**

- I. CALL MEETING TO ORDER**
- II. APPROVAL of MEETING MINUTES FROM OCTOBER 23, 2014**
- III. PUBLIC COMMENT – *Please sign in to make public comment***
- IV. NEW BUSINESS**
 - 1. Resolution 2014-03, Certifying Delinquent Sanitation Accounts**
 - 2. Land conveyance to Town for 5th Street ROW**
- V. OLD BUSINESS**
 - 1. TOWN/PAWSD Pipeline Update**
- VI. NEXT BOARD MEETING NOVEMBER 20, 2014 AT 12:00PM**
- VII. ADJOURNMENT**



AGENDA DOCUMENTATION

NEW BUSINESS: IV.1

PAGOSA SPRINGS SANITATION BOARD OF DIRECTORS

NOVEMBER 4, 2014

FROM: APRIL HESSMAN, SECRETARY

PROJECT: RESOLUTION 2014-03, CERTIFYING DELINQUENT SANITATION ACCOUNTS

ACTION: REVIEW AND POSSIBLE ACTION

PURPOSE/BACKGROUND

The District regulations allow the certification of delinquent sewer fees to the County Treasurer for collection with property taxes. This process has been a great success in the District's ability to collect delinquent fees. The 2014 delinquent fees have increased slightly from 2013. Several customers have commented positively to the conversion of monthly billing the district began in 2011. The certification to the County Treasure guarantees the District will recoup the service fees the properties have been provided along with any penalties.

ATTACHMENT(S):

Resolution 2014-03 (Exhibit A update to be delivered to Council prior to meeting)

FISCAL IMPACT

The Sanitation District will receive delinquent fees and charges within one year of certifying the amount due to the County Treasurer.

RECOMMENDED ACTIONS

It is the recommendation of the Sanitation District Supervisor and Sanitation District Secretary that the Board of Directors, by motion

Approve Resolution 2014-03, Certifying delinquent wastewater fees and charges to the County Treasurer

TOWN OF PAGOSA SPRINGS

SANITATION GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. 2014-03

A RESOLUTION AUTHORIZING CERTIFICATION OF DELINQUENT ACCOUNTS FOR COLLECTION BY THE COUNTY TREASURER

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 Town’s home rule charter; and

WHEREAS, the Town of Pagosa Springs Sanitation General Improvement District (“Sanitation GID”) was organized to provide sanitary sewer service; and

WHEREAS, on behalf of the Sanitation GID, the Town Council, acting as the ex officio Board of Directors (“Sanitation GID Board”) has the power to manage, control and supervise all the business and affairs of the Sanitation GID, and pursuant to Section 31-25-611 (1)(k), C.R.S., to fix and from time to time to increase or decrease rates, tolls, and charges for services furnished by the Sanitation GID; and

WHEREAS, the Town is authorized by Section 31-20-105, C.R.S., and the Sanitation GID’s Rules and Regulations to collect such delinquent fees and charges by certification to the County Treasurer; and

WHEREAS, proper notice of the public meeting at which this Resolution is being adopted has been given to the property owner or owners and all affected parties; and

WHEREAS, the adoption of this Resolution will serve a public purpose and promote the health, safety and general welfare of the inhabitants of the District and the people of the State of Colorado.

NOW, THEREFORE, BE IT RESOLVED by the Town Council, acting as the ex officio Board of Directors of the Town of Pagosa Springs Sanitation General Improvement District, Archuleta County, Colorado that:

Section 1. The Town hereby certifies to the Archuleta County Treasurer that the delinquent accounts listed on Exhibit A (as attached hereto and incorporated herein by this reference) are fees, rates, tolls, penalties, charges or assessments levied solely for sewer service, including availability of such service, if applicable, and that each account has been delinquent for at least six (6) months and is in excess of \$150 per account.

Section 2. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 3. **Effective Date.** This Resolution shall take effect and be enforced immediately upon its approval by the Sanitation GID Board.

ADOPTED this 4th day of November, 2014.

TOWN OF PAGOSA SPRINGS
SANITATION GENERAL IMPROVEMENT
DISTRICT

By _____
Don Volger, President

Attest:

April Hessman, Secretary

EXHIBIT A

1. **OWNER:** Archuleta, Monica (1.057.0)
 PROPERTY: PS B18 L10 _____,
 Archuleta County, Colorado.
 Also known 524 Florida St _____.
 AMOUNT: \$615.29
2. **OWNER:** Breman, Duane & Amanda (4.859.0)
 PROPERTY: BREM MIN L1 _____,
 Archuleta County, Colorado.
 Also known as 797 CR 500 _____.
 AMOUNT: \$306.16
3. **OWNER:** Condon, Troy (4.727.0)
 PROPERTY: PS B19 L17 _____,
 Archuleta County, Colorado.
 Also known as 188 N 5th St _____.
 AMOUNT: \$615.29
4. **OWNER:** LaQuey, Jarold (1.092.3)
 PROPERTY: PS B21 L4 _____,
 Archuleta County, Colorado.
 Also known as 421 Lewis St _____.
 AMOUNT: \$615.29
5. **OWNER:** Crouse, Stephen & Sydney (2.249.0)
 PROPERTY: PS B44 L10X _____,
 Archuleta County, Colorado.
 Also known as 275 S 7th St _____.
 AMOUNT: \$615.29
6. **OWNER:** Decory, Catherine (4.855.0)
 PROPERTY: PO L5 _____,
 Archuleta County, Colorado.
 Also known as 452 S 7th St _____.
 AMOUNT: \$406.94
7. **OWNER:** Duran, Gloria & Alex (1.056.0)
 PROPERTY: PS B18 L8-9 _____,
 Archuleta County, Colorado.
 Also known as 211 N 5th St _____.
 AMOUNT: \$996.79

8. **OWNER:** Jones Investment Properties LLC (2.282.0)
PROPERTY: PS B48 L2,
Archuleta County, Colorado.
Also known 311 S 8th St.
AMOUNT: \$265.95
9. **OWNER:** Laverty, Robert & Kim (3.343.0)
PROPERTY: PS B61 L19,
Archuleta County, Colorado.
Also known as 510 S 6th St.
AMOUNT: \$615.29
10. **OWNER:** Lynn, Helen (1.090.0)
PROPERTY: PS B84 L1,
Archuleta County, Colorado.
Also known as 334 Hot Springs Blvd.
AMOUNT: \$701.53
11. **OWNER:** Lynn, Helen (4.870.0)
PROPERTY: PS B60 L13,
Archuleta County, Colorado.
Also known as 558 S 7th St.
AMOUNT: \$701.53
12. **OWNER:** Martinez, John & Mary (2.207.0)
PROPERTY: PS B34 L20,
Archuleta County, Colorado.
Also known as 188 N 8th St.
AMOUNT: \$615.29
13. **OWNER:** Martinez, Thomas R & Tommy Joe (2.245.0)
PROPERTY: PS B44 L3,
Archuleta County, Colorado.
Also known as 219 S 7th St.
AMOUNT: \$265.95
14. **OWNER:** Miller, Patricia (4.584.0)
PROPERTY: PS B60 L14,
Archuleta County, Colorado.
Also known as 550 S 7th St.
AMOUNT: \$701.53

15. **OWNER:** Ortega, Joaquin Tucson & Delilah(3.327.0)
PROPERTY: PS B56 L11-14,
Archuleta County, Colorado
Also known as 474 S 10th St.
AMOUNT: \$615.29
16. **OWNER:** Rivera, Daniel (4.684.0)
PROPERTY: PS B68 L14-15,
Archuleta County, Colorado
Also known as 634 S 5th St.
AMOUNT: \$436.97
17. **OWNER:** Segura, Joe Ben Jr & Jennifer (2.247.0)
PROPERTY: PS B44 L5,
Archuleta County, Colorado
Also known as 235 S 7th St.
AMOUNT: \$615.29



AGENDA DOCUMENTATION

NEW BUSINESS:IV.2

PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT

NOVEMBER 4, 2014

FROM: JAMES DICKHOFF, PLANNING DEPARTMENT

PROJECT: LAND CONVEYANCE TO THE TOWN FOR 5TH STREET ROW AND TO JEM PARTNERS, LLC

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE/BACKGROUND

At the October 23, 2014 TC meeting, Town Council “*Directed staff to prepare an Ordinance accepting the land dedication from the School District for South 5th Street ROW, prepare an amendment to the 40 foot easement recognizing the release of such easement once the ROW access is improved, and prepare documents for the land dedication from the Sanitation District to be attached to the S. 5th Street ROW*”.

This item is coming to the PSSGID for direction to staff to proceed with drafting the appropriate documents for conveying land as briefly described below. There are three portions of the Sanitation District owned property, that staff recommends being conveyed to another party.

- 1) The portion of 5th Street adjacent the Town Streets Department shop is still owned by the sanitation district. Staff recommends this approximate 80’ wide by 225’ long land (now known as 5th Street) be conveyed to the Town, for 5th Street ROW.
- 2) A strip of land, 20’ wide by 700’ feet long, east of the School transportation facility. Staff recommends this strip of land be conveyed to the Town, for 5th Street ROW.
- 3) A narrow strip of land, at the point the 80 foot easement meets the southern boundary and the fence line referenced in the 1974 warranty deed. We currently believe this strip of land would be conveyed to the Town as well, pending review of a title report.

The below information was conveyed to Town Council at the October 23, 2014 TC meeting.

JEM Partners, LLC owns the Parcel of land south of the Town’s Sanitation Lagoon property and south of the School District’s transportation site.

In August 1974, the Town Sanitation District deeded to the School District, the property now occupied by the High School, School District Sport fields and School District transportation facility. The subject 80 foot wide access easement was dedicated in this warranty deed on the School Property, providing access to the JEM Partner property. This 80 foot wide access easement is unimproved and currently does not provide a usable access to the JEM property. In 2012, the Town’s Sanitation District approved a 40 foot wide access easement through the lagoon property, near the western boundary, to JEM Partners, LLC for immediate use for access to their property.

When the School District constructed the new transportation facility in the late 1990’s, the improvements encroached into the above mentioned 80 foot wide access easement. The Building encroaches approximately 7.5 feet and the Parking lot and driveway site improvements encroach up to approximately 25 feet into the 80 foot access easement. Typically, the Town Planning and Building Department would approve such site and building plans, however, for public schools in Colorado, A state inspector approves and inspects building and property improvements, not local jurisdictions, thus, the Town was not aware of an easement encroachment, until the JEM Partners brought it to our attention. Staff has been unable to find any files regarding a Town Planning site plan review, which would have identified an easement encroachment.

JEM Partners, LLC is requesting the Town Sanitation District approve an easement area on the Lagoon property, around the School District's encroachment, that would provide a full 80 feet of usable access easement, in exchange for JEM Partners, LLC releasing the 40 foot wide easement on the Lagoon Property, once the 80 foot wide easement is constructed providing access to the JEM Partners, LLC property. The requested easement would be approximately 25 feet wide x 560 feet long, and would be part of the S. 5th Street ROW as described below.

5th Street ROW: The current Town owned 5th Street ROW ends at the Town Shop. The remaining portion of 5th Street south of the Town shop is the subject 80 foot easement. The deeded 80 foot wide access easement does not address public utilities along the 80 foot easement, thus the use of the easement is limited to access only, not the installation of utilities. The dedication of the entire 80 foot wide easement for 5th Street ROW would ensure the full use of the easement for access and public utilities. The School District is agreeable to deeding the 80 foot easement along the eastern edge of the districts property, for the 5th Street ROW, if the additional allocation of the 25' x 560' easement on the Sanitation Districts property is approved. A future major subdivision development on the JEM Partner property would require the developer to provide full public road and pedestrian path improvements, meeting Town standards, along the 80 foot easement (5th Street ROW) at the developer's expense.

ANALYSIS

- 1) Currently the Road along Yamaguchi Park is not Town owned ROW, it is the subject 80 foot wide access easement. Securing the 80 foot easement for Town owned 5th Street ROW is recommended as it will ensure the full utilization of the roadway for pedestrian facilities and utilities associated with Town roadways into the future.
- 2) The requested 25' wide x 700' long strip of land adjacent to the School's encroachment into the 80' wide Easement area is within a wetland area, that is currently unused, on the Town's Sanitation Lagoon property. The developer of the JEM property will be responsible to mitigate any wetland encroachment as part of the access road improvements, which they will also be responsible for. In a separate agreement, amending the original 40 foot easement agreement, would release such 40 foot easement back to the Sanitation District, once the 5th Street ROW is improved. The Sanitation property would regain the full use of this 40 foot wide access easement at that time.
- 3) The strip of land along the southern boundary of the 80' easement has conveyed incorrectly. Extending the 80 feet from the sanitation district to the Town will clean up the future 5th Street ROW to the actual section and JEM property line

At this time, staff would recommend the TC council direct staff on how they would prefer to move forward with this request and land dedication offer.

FISCAL IMPACT

Staff recommends that as the benefactor of the above listed land conveyances, the Town will have the below financial impact.

- 1) A new Plat Amendment is required for the dedicated land, since it will be subdivided from the School property and the Sanitation property. The Cost of preparing the plat and recording the plat is estimated at approximately \$1600.00.
- 2) Preparing a separate agreement that addresses the vacation of the existing 40 foot easement across the sanitation property once 5th Street is improved to provide access, is expected to cost \$300.00
- 3) Title policy will confirm the past history and provide factual information and references for the above land conveyances, approximated at up to \$1,000.

PUBLIC NOTIFICATION

No public notification is required.

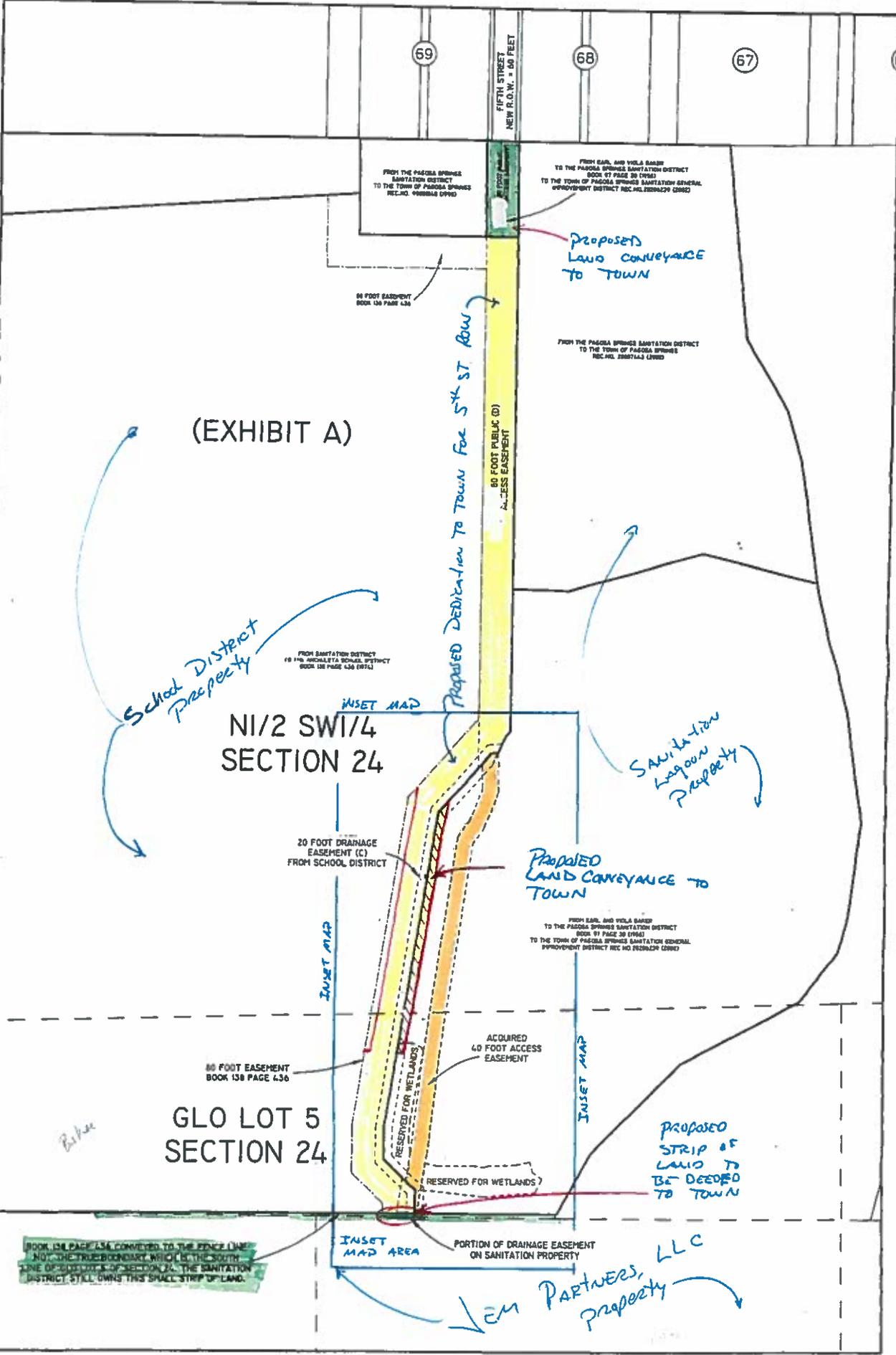
ATTACHMENTS

- 1) SKETCH MAP of the 80 foot easement area, noting current easements and the requested land conveyances to the Town from the Sanitation District Property.

RECOMMENDATION

Staff recommends that the Pagosa Springs Sanitation General Improvement District Board consider the land dedication easement request from the Archuleta School District, JEM Partners, LLC, the Town and staff's analysis and other facts as presented at the meeting for a determination. Alternate considerations include, but are not limited to:

- 1) APPROVE staff to prepare a Resolution for conveying the following land for future 5th Street ROW:
 - a. The portion of 5th Street approximately 80' wide by 225' long adjacent to the Streets Department shop on 5th Street.
 - b. A strip of land, approximately 20' wide by 700' feet long, east of the School transportation facility.
 - c. A strip of land, approximately 8' wide by 80' long, at the southern end of the subject 80' easement.
- 2) APPROVE staff to prepare a Resolution for conveying the following land for future 5th Street ROW:
 - d. The portion of 5th Street approximately 80' wide by 225' long adjacent to the Streets Department shop on 5th Street.
 - e. A strip of land, approximately 20' wide by 700' feet long, east of the School transportation facility.
 - f. A strip of land, approximately 8' wide by 80' long, at the southern end of the subject 80' easementContingent on the following
- 3) DENY staff to prepare a Resolution for conveying land for future 5th Street ROW.



69

68

67

FIFTH STREET
NEW R.O.W. = 40 FEET

FROM THE PAGOJA SPRINGS
SANITATION DISTRICT
TO THE TOWN OF PAGOJA SPRINGS
REC. NO. 0908048 0908

FROM EARL AND WILDA BAKER
TO THE PAGOJA SPRINGS SANITATION DISTRICT
BOOK 67 PAGE 30 (1992)
TO THE TOWN OF PAGOJA SPRINGS SANITATION GENERAL
IMPROVEMENT DISTRICT REC. NO. 20057443 2005

*Proposed
Land Conveyance
To Town*

60 FOOT EASEMENT
BOOK 138 PAGE 434

FROM THE PAGOJA SPRINGS SANITATION DISTRICT
TO THE TOWN OF PAGOJA SPRINGS
REC. NO. 20057443 2005

(EXHIBIT A)

Proposed Dedication To Town For 5th St Row

60 FOOT PUBLIC (D)
ACCESS EASEMENT

*School District
Property*

FROM SANITATION DISTRICT
18 1/2 ACRES (18 1/2 ACRES)
BOOK 138 PAGE 436 (1974)

INSET MAP
N1/2 SW1/4
SECTION 24

*Sanitation
Lagoon
Property*

20 FOOT DRAINAGE
EASEMENT (C)
FROM SCHOOL DISTRICT

*Proposed
Land Conveyance To
Town*

FROM EARL AND WILDA BAKER
TO THE PAGOJA SPRINGS SANITATION DISTRICT
BOOK 67 PAGE 30 (1992)
TO THE TOWN OF PAGOJA SPRINGS SANITATION GENERAL
IMPROVEMENT DISTRICT REC. NO. 20057443 2005

INSET MAP

INSET MAP

60 FOOT EASEMENT
BOOK 138 PAGE 436

ACQUIRED
40 FOOT ACCESS
EASEMENT

Baker
GLO LOT 5
SECTION 24

*Proposed
Strip of
Land To
Be Dedicated
To Town*

RESERVED FOR WETLANDS

RESERVED FOR WETLANDS

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

INSET
MAP AREA

PORTION OF DRAINAGE EASEMENT
ON SANITATION PROPERTY

*JEM PARTNERS, LLC
Property*