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**TOWN COUNCIL MEETING AGENDA
TUESDAY, AUGUST 5, 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 JULY 17, 2014**
- IV. **PUBLIC COMMENT – *Please sign in to make public comment***
- V. **LIQUOR LICENSE**
 1. **Liquor License Renewal – Overlook Mineral Springs Spa LLC dba Overlook Hot Springs Spa at 432 Pagosa Street**
 2. **Liquor License Renewal – Gringo Grill LLC dba Kip’s Grill & Cantina at 127 Pagosa St.**
 3. **Liquor License Renewal – Western Refining Southwest Inc dba Giant #6068 2537 W Hwy 160**
 4. **Special Events Liquor Permit – Humane Society of Pagosa Springs Auction for the Animals August 22, 2014 at the Ross Aragon Community Center**
 5. **Special Events Liquor Permit – Pagosa Mountain Morning Rotary Club Roller Girls Fundraiser August 30, 2014 at South Pagosa Park on 8th Street**
- VI. **DELEGATIONS**
 1. **Pagosa Springs Medical Center – Brad Cochennet**
- VII. **NEW BUSINESS**
 1. **Appointment of Representatives to Boards of Region 9, Southwest Colorado Council of Governments (COG), and the Southwest Colorado Transportation Planning Region (TPR).**
 2. **Leash Law in Public Parks**
 3. **Ordinance 813, First Reading, Open Burning Requirements**
 4. **Amend Agreement 512, Geothermal Authority**
- VIII. **OLD BUSINESS**
 1. **Consideration of Appointment of Town Manager with Possible Executive Session pursuant to Section 24-6-402(4)(e) C.R.S., to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators**
- IX. **PUBLIC COMMENT – *Please sign in to make public comment***
- X. **COUNCIL IDEAS AND COMMENTS**
- XI. **NEXT TOWN COUNCIL MEETING AUGUST 21, 2014 AT 12:00PM**
- XII. **ADJOURNMENT**

**Don Volger
Mayor**



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TOWN COUNCIL MEETING MINUTES
THURSDAY, JULY 17, 2014
Town Hall Council Chambers
12:00 P.M.

- I. **CALL MEETING TO ORDER** – Mayor Volger, Council Member Alley, Council Member Bunning, Council Member Egan, Council Member Lattin, Council Member Patel, Council Member Schanzenbaker
- II. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- III. **APPROVAL of MEETING MINUTES FROM JULY 1, 2014** – The minutes were approved as read.
- IV. **PUBLIC COMMENT** – Mr. Jason Nichols said he came to Town Hall to file an injunction against LPEA, he said he was told that he was in the wrong place to file that injunction. He read the charter commission statement. He said section 10 relates to franchise agreement and highlighted several sections. He said he will be filing an injunction against LPEA into Municipal Court who he believes is responsible. He asked the council to attend the LPEA board meeting on August 20th. Interim Town Manager said he has contact Attorney Cole and council will be receiving a memo from Mr. Cole. A franchise agreement with LPEA has not been found by the Town or LPEA, but LPEA has been given rights to service the Archuleta County area for electric services from the Colorado Public Utilities Commission.
- V. **LIQUOR LICENSE**
 1. **Liquor License Renewal – River Sports Bar & Grill LLC at 358 E Hwy 160**
 2. **Liquor License Renewal – Alley House Grille LLC at 214 Pagosa Street** – Council Member Lattin moved to approve the liquor license renewals for River Sports Bar & Grill LLC and Alley House Grille LLC, Council Member Bunning seconded, unanimously approved.
 3. **Special Events Liquor Permit – Folkwest Inc., Four Corners Folk Festival August 29-31 on Reservoir Hill**
 4. **Special Events Liquor Permit – Pagosa Springs Facilities Coalition, Summer Sizzler Kickball Tourney August 9, 2014 at Yamaguchi Park** – Council Member Schanzenbaker moved to approve the special events liquor permits for Folkwest Inc. Four Corners Folk Festival August 29-31 and Pagosa Springs Facilities Coalition Summer Sizzler Kickball Tourney August 9, Council Member Egan seconded, unanimously approved.
- VI. **NEW BUSINESS**
 1. **Renaming 4th/5th Alley to Yamaguchi Drive** - The Cobblestone Development currently, located at 651 4th/5th Alley, will be the only property addressed off of the Alley. The developer has requested the Town allow a name change for the Alley, stating concerns about directing people to an alley for their development and the potential effect on sales as a result. The developer thought Yamaguchi Drive would be an appropriate name for the newly improved road, due to the proximity to Yamaguchi Park. The internal street within the development, Cobblestone Lane, will be privately owned, whereas the alley will remain as a Town roadway. Council Member Egan moved to approve the renaming of the 4th /5th Alley to Yamaguchi

- Drive, Council Member Schanzenbaker seconded, unanimously approved.
2. **Mary Fisher Recognition Project** - The Historic Preservation Board has been discussing a Mary Fisher Recognition Project as a means to draw attention to one of Pagosa Springs' historic figures. The current scope of the project being considered is a life sized bronze statue in Mary Fisher Park with possibly her pet bear "Pickles" set on a raised platform, and interpretive signage. Very early estimated costs range from \$30,000 - \$40,000. The State Historical Fund and History Colorado have grants available for this type of project, and typically require a 25% match. The Town's match requirement may range from \$7,500 - \$10,000. There is some indication that some other funding from local sources may be available to offset this match commitment. Council Member Bunning suggests having the statue visible from the river, not necessarily the parking lot. Council Member Schanzenbaker moved to approve the Historic Preservation Board to move forward with developing and advertising a request for proposal for soliciting ideas from the artist community for this project, Council Member Egan seconded, unanimously approved.
 3. **Resolution 2014-11, Appointing Judy James to the Historic Preservation Board** - After the Town Council meeting with the HPB on July 9th, Judy James submitted her interest in serving on the HPB again. The HPB unanimously approved Town Council appoint her to a regular board position for a 4 year term. Judy has previously served on the HPB, and she brings an amazing passion for historic preservation to the community and HPB. Council Member Lattin moved to approve Resolution 2014-11, appointing board Judy James to the town Historic Preservation Board for a four year term, Council Member Bunning seconded, unanimously approved.

VII. OLD BUSINESS

1. **Sales Tax Brief** - In July, the Town of Pagosa Springs' sales tax revenue increased by 5.29% or +\$14,847 compared to July 2014 (base on May 2014 retail sales). Interim Town Manager said that sales receipts for the middle of the year are up, he will be presenting a monthly average at the next mid-month meeting.
2. **8th Street Paving Project** - On May 22, 2014, Town Council approved the additional expense of \$150,000 to include a concrete intersection improvement at Piedra Street and S. 8th Street, as part of the proposed 2014 South 8th Street repaving project, between Hwy 160 and Apache Street. During the intersection design stage, and for the preparation of an RFP for construction services, staff had ordered a Geotechnical Analysis of the current roadway base to ensure a 4" asphalt pavement thickness would be appropriate for the repaving project. Western Technologies conducted a number of bore samples along S. 8th Street and determined that the base gravel layer was only 5" - 8", not the 12" - 15" originally thought to be in place. Mr. Mike Davis with Davis Engineering, said the base is not sufficient to justify a 4" pavement project. Mr. Davis said the costs for repaving with Geogrid with 7" gravel and 4" asphalt with a 20 year life would be approximately \$838,000 with concrete intersection using current curb and gutter. He said a traffic count was completed. Interim Town Manager Schulte explained the current Capital Fund has \$450,000 budgeted for this project, if the entire project was desired funds from either the General Fund or Impact Fee Road funds. Mr. Davis gave the council several options including costs for curb and sidewalk, lighting, and landscaping estimated at \$1,670,000. Council Member Schanzenbaker asked about putting this project off since the road is already in re-construction repair. Mr. Davis said the road may hold up for another few years before it needs to be dealt with. He said 8th Street is in the top three of the high traffic use in Town. Council Member Schanzenbaker would like to have public meetings and wait to do this re-construction in the next few years. Council Member Alley agrees with Council Member Schanzenbaker and would like to look at financing options for the entire project. Mr. Jason Nichols suggests waiting until after the Walmart is complete and has destroyed the road further. Cinda Green said she sent the council a study about bike lanes and how dangerous they are. She said she is unsure about the traffic study and adding 3% traffic count per year. Council Member Schanzenbaker appreciated Ms. Green's research. He would like to make the town more bike friendly. Mr. Bill Hudson likes the options and time to look at the re-construction project by the neighborhood. He said the lease-purchase option would require our children to pay for this project. Council Member Schanzenbaker moved to direct staff to work on moving the 8th Street reconstruction project to the 2015 capital improvement plan and solicit public input, Council member Alley seconded, Council Member Lattin would

like the school and LPEA involved in public comment, Council Member Egan suggest looking at new elements like bus stops and bike lanes, motion passed with one nay (Council Member Bunning).

VIII. DEPARTMENT HEAD REPORTS

1. **Community Center Report** - Friday July 25, 2014, The Hazel Miller Band Summer Jam Concert will be hosted at our center with a local violinist opening the show. July 30th, will be the first of monthly movie nights at 6:30pm, doors open at 6pm, admission will be \$2. August 9th at Yamaguchi Park is planned for the Summer Sizzler, a kickball volleyball and ladderball tournament. Girls Circle, our first prevention program offered through RACC has been very successful. Greg Shulte and Shane Lucero continue to review and revise the bylaws of the Pagosa Springs Community Facility Coalition and also the agreement for construction and use of the Community Center by the Town. Interim Town Manager Schulte said the bylaws and agreement are very dated. They are looking at updating these documents as well as policy and procedures.
2. **Parks and Recreation Report** - Youth baseball ended July 10; games in the adult softball leagues will continue through the first week of August. Youth tennis instruction for ages 6-12 began July 7 at Wyndham Resorts and will continue through the end of the month; the program is in its eighth year and includes 13 participants ages 6 and up. The summer gymnastics program for ages 3 and up will resume next month; soccer registration for ages 5-12 will begin near the end of this month. Recreation department will be offering a sand volleyball program at South Pagosa Park next month for ages 7 and up. The parks crew was extremely busy during the last few weeks assisting the Southwest Conservation Corps with the placement of new trail signs on Reservoir Hill, trash removal and park preparation. The crew also recently assumed responsibility for the upkeep of the Visitor Center grounds. The restroom for Reservoir Hill Park should arrive, be installed and be functional before the end of August. Scott Frost and Tom Carosello have begun work on the GOCO grant application for the Skate Park. Submission deadline is August 27, 2014 with notification in December. Project Manager Scott Frost said that GOCO is happy to entertain this grant application and suggested a draft application be submitted two weeks prior to the August 27th deadline.
3. **Town Tourism Committee Report** – The lodging tax revenues for May reflect a 21.11% increase over 2013 with a few small payments outstanding. Year to date collections are up 20.32%. The visitor center has 20 active volunteers and 2 active outdoor ambassadors. A part-time visitor center coordinator was hired in July. Liz Alley, Visitor Center Director, has put a new brochure organization in place with updated brochures and more to be developed for hiking and fishing areas. A touchscreen information program for local business is being implemented as well as brochure distribution and volunteer training program at the center. Council Member Schanzenbaker pointed out there is currently a contractor supervising two town employees at the visitor center. He wanted to make Interim Town Manager aware of this as well as board supervision of town employees at the community center.
4. **Planning Department Report** - The HPB discussed the San Juan Historical Museum, former Town Water Treatment Plant, and the disrepair and safety concerns with the reservoir walls and the old stone bridge north of the building. Council Member Schanzenbaker suggests signage to enter at your own risk to deter people from entering the property. The HPB will be looking into costs estimates for proposing pursuing grants for the needed repairs. Once HPB and staff have a better idea of the possible scope of work needed and costs, this matter will be presented to Town Council. The Planning Commission discussed a number of potential recommended LUDC revisions including current prohibition of metal sided buildings in commercially zoned properties, current minimum density regulations in the R-18 Zoning District, current minimum lot size for single family lots in residential zone districts, location and use of Cargo Containers, and use of LED Variable Message Signs. CDOT quarterly meeting will be held in Durango on August 4th at 9am.
5. **Town Manager Report** – The Town and County continue to make progress in the formation of the Geothermal Water and Power Authority. Mayor Volger, and Council Members Schanzenbaker and Egan were appointed to the board for the Town. The County was named as the fiscal agent and the Town named as the records custodian. Interim Town Manager Schulte will be staying in touch with the owners of the Golf Course in hopes that a private entity purchase the course, but the Town be kept apprised of the golf course activity. Region 9 along

with the Mayor and Interim Town Manager met to brainstorm with the goal of strategizing on how an economic development entity could be re-energized. Region 9 has volunteered to serve as staff during the transition period. The next Town and County joint meeting is scheduled for July 22nd at 8am at Town Hall. The Town and County agreed not to place a sales tax question on the November ballot but instead an advisory question in order to gauge community interest and support. Town staff has begun planning efforts for preparation of the 2015 budget. Benefit package for town employees and merit pay are being reviewed for the budget preparation.

- IX. APPROVAL OF JUNE FINANCIAL STATEMENT AND ACCOMPANYING PAYMENTS –** Council Member Bunning moved to approve the June financials and accompanying payments, Council Member Schanzenbaker seconded, unanimously approved.
- X. PUBLIC COMMENT –** Mr. Mark Weiler complimented the Town staff for their assistance during the 4th of July day. He complimented the Town Council with their communication during the retreats.
- XI. COUNCIL IDEAS AND COMMENTS –** Council Member Bunning said that when things are being done by Town staff we should communicate it. He appreciated the traffic crossing and curbs have been very well done. He said the Lewis Street planting are phenomenal and appreciates the work by volunteers to this street. He said the trail system is very important to him. He would like to look at changing some of the trails to gravel or soft surface rather than hard surface in order to move forward with the projects. This includes the downtown riverwalk as well as the town to Pagosa lakes trail. He said staff is going to get cost estimates together for consideration on these trails. Council Member Schanzenbaker agrees with Council Member Bunning and would like council involved in the beginning stages of projects. Council Member Lattin likes the opportunity help staff move forward with this item. She said the staff did a great job with the 4th of July as well as help with the recent flooding. She asked councils support to ask staff to talk to business and parks department to look into changing the planters on the 400 block. Council Member Bunning said perhaps financing the trails as well as determining what is needed to complete the trails. Council Member Schanzenbaker agrees and would like to look at options for the costs of the trails and sidewalks. Interim Town Manager Schulte said staff is looking at the trail projects and intends to bring options to council. Council Member Egan suggests having a worksession to discuss the trail project. Interim Town Manager suggests having a special meeting to discuss options and costs for the trails. Trail information will be included in the worksession on the 12th of August. Council Member Schanzenbaker would like to have the information prior to the worksession to review. Council Member Egan said there is significant traffic and speeding on Hwy 160 and traffic at the 1st Street Bridge. Council Member Alley agrees with Council Member Egan, he said the 1st Street Bridge is a very dangerous area. Mayor Volger asked Interim Town Manager to discuss with the chief of police regarding traffic and an action plan for 1st to 8th streets. Town staff will contact council about reviewing the town manager applications during the week of July 28th and discuss the applications during an executive session at the August 5th meeting. Council Member Schanzenbaker intends to tweak the running at large ordinance to allow dogs off leash at Reservoir Hill park. Council Member Alley is in favor of less leash restrictions on Reservoir Hill. Mayor Volger asked the police chief and animal control officer review the policy and bring this item back to council. Council Member Lattin asked staff to review town liability in the event someone is bit on the hill by reducing the leash law in a town parks. Council Member Egan said he is very impressed with his fellow council members and appreciates their diligence and good efforts.
- XII. NEXT TOWN COUNCIL MEETING AUGUST 5, 2014 AT 5:00PM**
- XIII. ADJOURNMENT –** Upon motion duly made, the meeting adjourned at 2:37pm.

Don Volger
Mayor



AGENDA DOCUMENTATION

LIQUOR LICENSES: V.1

PAGOSA SPRINGS TOWN COUNCIL
AUGUST 5, 2014

FROM: **BILL ROCKENSOCK, POLICE CHIEF**

PROJECT: LIQUOR LICENSE RENEWALS
ACTION: DISCUSSION AND POSSIBLE ACTION

BACKGROUND

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

Annually, the Police Department works with the Colorado Liquor Enforcement Division to conduct compliance checks on businesses within the Town of Pagosa Springs holding liquor licenses. A liquor compliance check was conducted by the Police Department in May 2011 with 15 establishments holding liquor licenses within the Town limits. Throughout the year, Officers do perform random checks/walk thru of businesses selling liquor in the town limits.

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

Overlook Mineral Springs LLC dba Overlook Hot Springs Spa – Since August 2013, there were no documented police contacts at the Overlook Hot Springs Spa located at 432 Pagosa Street.

Gringo Grill LLC dba Kip's Grill & Cantina – Since August 2013, there were two documented police contacts (theft, harassment) at Kip's Grill & Cantina located at 127 Pagosa St.

Western Refining Southwest Inc dba Giant #6068 – Since August 2013, there were 13 documented police contacts at the Giant located at 2537 W Hwy 160. Contacts included missing/found property, trespass, identity theft, and disorderly conduct. No liquor violations.

ATTACHMENT(S):

None

RECOMMENDATION

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

Consider the above information when determining approval of liquor license renewals.



AGENDA DOCUMENTATION

NEW BUSINESS: VII.1

PAGOSA SPRINGS TOWN COUNCIL

AUGUST 5, 2014

FROM: GREGORY J. SCHULTE, INTERIM TOWN MANAGER

PROJECT: APPOINTMENT OF REPRESENTATIVES TO BOARDS OF REGION 9, SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS (COG), AND THE SOUTHWEST COLORADO TRANSPORTATION PLANNING REGION (TPR).

ACTION: INFORMATION AND APPOINTMENT OF REPRESENTATIVES

BACKGROUND

The Town of Pagosa Springs has participated on several regional entities that address a variety of issues that are of material importance to the Town and the residents of our community. The Town, either as a municipality or as a dues paying member, is entitled to designate Board members or representatives to the organizations. In most circumstances, the Town is also encouraged to designate alternates. Due to turnover on the Town Council and the Town Manager position, the Town needs to designate representatives to the following three organizations:

Region 9

Region 9 Economic Development District of Southwest Colorado, Inc. is a non-profit, 501(c)6 public/private partnership that promotes and coordinates economic development efforts throughout southwest Colorado. Incorporated in 1989, Region 9 is led by a board of directors comprised of representatives from the 17 local governmental jurisdictions and nine from the private sector. Previously, David Mitchem was the designated representative for the Town. Region 9 normally meets quarterly in Durango for about ½ day. An alternate is permitted and encouraged.

Southwest Colorado Council of Governments (COG)

The Southwest Colorado Council of Governments promotes regional cooperation and coordination among local governments and between levels of government for the geographic area comprising the Counties of Archuleta, Dolores, La Plata, Montezuma, and San Juan. The need for a SWCCOG is based on the recognition that the people of the Region form a single community to address issues of regional significance. The Town was represented on the COG by most recently the former Mayor and David Mitchem as an alternate. The COG meets in Durango on the first Friday of each month and starts at 1:30 p.m. and goes for about 2-3 hours.

Southwest Colorado Transportation Planning Region (TPR)

The TPR is the designated advisory board for regional transportation planning and funding programming for the 5 counties and incorporated cities, as well as the 2 tribes, in southwestern Colorado. The TPR serves as an advisory body for CDOT Region 5 and also assists and approves in the programming of specific transportation planning funding for our region. TPR was formerly administered through Region 9, but as of July 1st, 2014 is now administered by the COG. The Town was represented by the former Mayor and David Mitchem. The TPR meets the same day and location as the COG (first Friday of every month), but starts at 9:00 a.m. and goes for 2-3 hours.

Elected Official vs. Staff Representation

On these Boards, there is typically a mix of elected officials and staff (mainly city or county managers) that represent the cities and counties. It is far more typical to see elected officials from counties and a mix of elected and staff from municipalities. It is generally believed that it is better to have elected officials designated as the representatives as all of these entities deal with policy questions and decide on funding allocations. On the

practical side, it is advantageous to have a staff member designated as an alternate so there is always the likelihood the governmental entity is represented.

FISCAL IMPACT

The Town does pay annual dues for each of these entities, as follows:

- Region 9: \$803
- COG: \$4,116
- TPR: \$347 (administration of the TPR is included in the COG dues and is also subsidized by CDOT)

ATTACHMENTS

NONE

RECOMMENDATION

Staff recommends the Town Council discuss and decide representatives and alternates for the three identified organizations:

- Region 9
- COG
- TPR



AGENDA DOCUMENTATION

NEW BUSINESS: VII.2

PAGOSA SPRINGS TOWN COUNCIL

AUGUST 5, 2014

FROM: WILLIAM ROCKENSOCK, CHIEF OF POLICE

**PROJECT: REVIEW OF PAGOSA SPRINGS MUNICIPAL CODE 4.1.4 ANIMALS RUNNING AT LARGE PROHIBITED
ACTION: INFORMATION AND DISCUSSION**

PURPOSE

To review the current ordinances in relation to the best interests of the public. Currently, there are no Colorado Revised Statutes requiring municipalities to have ordinances governing animals running at large, or "leash laws".

Historically, the purpose of a "leash law" is protect the public while in public places due to safety concerns related to vicious animals.

Many communities have adopted ordinances that reflect both sides of this sometimes controversial issue.

Many pet owners state their pets deserve to run free. They argue that they have trained their dog(s) to respond to voice commands well enough that a leash is unnecessary. These owners cite their pets' lack of aggression towards people, and other dogs, as well as level-headedness, as reasons their pets do not need to be on leashes. They see leashes as unnecessary restrictions for their pets.

In contrast, other members of the public state that they have a right to walk in a public park, on a sidewalk or street without having to be concerned or confronted by an unknown dog. They would argue that not everyone is comfortable with an animal invading their personal space and may not understand a dogs intentions, therefore are fearful. Additionally not everyone is capable of withstanding even a friendly dog jumping on them, and could cause an injury to the disabled, elderly or children.

BACKGROUND

The current Pagosa Springs Municipal Ordinance 4.1.4 Running at Large Prohibited states:

Any owner or custodian of any animal shall not permit such animal to run at large within the Town. The Town may impound any animal found running at large, to be held and redeemed or disposed of according to the impoundment procedures set out in this Chapter. Such animal may be declared a nuisance and dealt with according to the Town's nuisance provisions in Chapter 11.

Running at Large is defined by Pagosa Springs Municipal Ordinance 4.1.1

Running at large means any animal off or away from the property of the owner and not under control, by fence, cage, leash, or lead, of the owner or possessor of such animal.

In reviewing or amending the current municipal code the Town of Pagosa Springs, the town council must consider the current Archuleta County ordinance relating to dogs running a large, as any person would be required to adhere to the Archuleta County ordinance even while being in within the town's boundaries.

The current Archuleta County ordinance was adopted by resolution 2002-31. This has been attached for your consideration.

FISCAL IMPACT

The fiscal impact to the Town for an amendment to ordinance 4.1.1 and 4.1.4 would be all associated attorney fees for drafting the amendment.

ATTACHMENTS

ARCHULETA COUNTY RESOLUTION 2002-31
PAGOSA SPRINGS MUNICIPAL CODE SEC 4.1.1 THROUGH 4.1.12
TOWN OF BAYFIELD MUNICIPAL CODE SEC 3-16, 3-17
CITY OF DURANGO MUNICIPAL CODE SEC 4-41, 4-42,4-45

RECOMMENDATIONS

Staff recommends the Town of Pagosa Springs consider amending the current municipal code to allow for designated off leash areas or designated times for off leash to be permitted in public parks, as determined by a recommendation from the seated Parks and Recreation Commission, and full consideration of the public's input regarding any amendments.

Town of Pagosa Springs

Pagosa Springs, Colorado, Code of Ordinances >> Chapter 4 - ANIMALS >> ARTICLE 1. GENERAL PROVISIONS >>

ARTICLE 1. GENERAL PROVISIONS

Sec. 4.1.1. Definitions.

Sec. 4.1.2. Number of Pets Permitted

Sec. 4.1.3. Cruelty to Animals

Sec. 4.1.4. Running at Large Prohibited

Sec. 4.1.5. Vicious Animals Prohibited.

Sec. 4.1.6. Destruction of Animals too Dangerous to Capture

Sec. 4.1.7. Removal of Dead Animals Required.

Sec. 4.1.8. Fighting Animals.

Sec. 4.1.9. Interference with Animal Control Officer Prohibited.

Sec. 4.1.10. Noisy Animal Prohibited.

Sec. 4.1.11. Confinement of Female Dogs in Heat.

Sec. 4.1.12. Violations.

Sec. 4.1.1. Definitions.

The following terms, when used in this Chapter, shall have the following meanings, unless the context clearly requires otherwise:

Abandon means the leaving of an animal, by its owner or other person responsible for its care or custody, without making effective provisions for its proper care.

Animal means every non-human species of the animal kingdom, both domestic and wild.

Animal shelter or *impounding facility* means any facility operated by a humane society or similar private organization or local government for the purpose of impounding or caring for animals held under the authority of the laws, regulations, or ordinances, of the state, county or Town.

Dog means a domestic canine of either sex, including one neutered or sterilized, after the eruption of at least two (2) of its permanent canine teeth.

Harboring means the act of keeping and caring for an animal or of providing a premise to which the animal returns for food, shelter or care for three (3) consecutive days or more.

Livestock means any species of animal commonly kept, bought, or sold, or boarded as a herd or flock animal or as a source of food, or source of income through agricultural sale. This shall include any hooved animal or rodent.

Owner means any person, partnership, or corporation owning, keeping, harboring, possessing, or having custody or control of an animal. The parent or guardian of an owner under eighteen (18) years of age shall be deemed the owner.

Rabies vaccination means vaccination of a domestic animal with an anti-rabies vaccine approved by the state Department of Health and administered by a veterinarian licensed by the state.

Running at large means any animal off or away from the property of the owner and not under control, by fence, cage, leash, or lead, of the owner or possessor of such animal.

Vicious animal means any unprovoked animal that bites, attempts to bite, or approaches a person or other animal in a threatening manner or in an apparent attitude of attack, except:

- (a) When the person approached is engaged in the unlawful or unauthorized entry into or upon the animal owner's property or vehicle where such animal is kept or confined;
- (b) When the person approached is engaged in assaulting, attacking or molesting another person; or
- (c) When the person approached is attempting to stop an altercation between such animal and another animal.

Sec. 4.1.2. Number of Pets Permitted.

All residents and property owners within residential districts shall be permitted to keep up to a total of three (3) dogs and/or cats as pets. This total may be temporarily exceeded only upon the birthing by a lawfully allowed animal on the premises and only until such time as the offspring are weaned, or four (4) months from the date of birth, whichever is sooner. Any and all animal waste, offensive odors, kennels, pens or shelters shall be confined to the premises and shall be maintained in a manner that does not cause a nuisance or violate any other Town regulation. Any commercial animal shelter, kennel or breeding operation shall continue to be subject to all other Town regulations.

Sec. 4.1.3. Cruelty to Animals.

- (1) A person commits the offense of cruelty to animals if he or she overdrives, overloads, overworks, tortures, torments, deprives of necessary sustenance, unnecessarily or cruelly beats, needlessly mutilates, needlessly kills, carries or confines in a cruel or reckless manner, or otherwise unnecessarily physically mistreats or neglects any animal, or causes or procures it to be done, or, having the charge and custody of any animal, fails to provide it with proper food, drink, or protection from the weather, or abandons it.
- (2) Generally accepted methods for treatment of animals used for agricultural, rodeo, research, hunting, or wildlife control purposes shall not be deemed cruelty to animals.

Sec. 4.1.4. Running at Large Prohibited.

Any owner or custodian of any animal shall not permit such animal to run at large within the Town. The Town may impound any animal found running at large, to be held and redeemed or disposed of according to the impoundment procedures set out in this Chapter. Such animal may be declared a nuisance and dealt with according to the Town's nuisance provisions in Chapter 11.

Sec. 4.1.5. Vicious Animals Prohibited.

No person shall keep or harbor any vicious animal within the Town. A police officer or other duly authorized person may impound any animal that is reasonably believed to be vicious. Such

animal may be declared a public nuisance and dealt with according to the Town's nuisance provisions in Chapter 11.

Sec. 4.1.6. Destruction of Animals too Dangerous to Capture.

Any dangerous or diseased animal to be impounded that is deemed too dangerous to apprehend, may be destroyed by any law enforcement officer or Town officer or employee having animal control responsibilities.

Sec. 4.1.7. Removal of Dead Animals Required.

The owner of any dead animal shall remove such animal from the Town. No such animal shall be placed in a lake, river, creek, pond, road, street, alley, lane, lot, field or meadow, or common or in any place within one (1) mile of the residence of any person, unless such animal is thoroughly burned or buried at least two (2) feet underground. Any such dead animal not removed may be declared a public nuisance and dealt with according to the Town's nuisance provisions in Chapter 11.

Sec. 4.1.8. Fighting Animals.

No person shall:

- (1) Cause, instigate, encourage, keep, or train any animal to fight with another animal; or
- (2) Maintain a place where any animal is permitted to fight upon exhibition for sport or wager.

Sec. 4.1.9. Interference with Animal Control Officer Prohibited.

No person shall interfere with, molest, hinder, or obstruct Town officials, police officers or other duly authorized persons in the discharge of their official duties relating to animal control.

Sec. 4.1.10. Noisy Animal Prohibited.

The owner or custodian of any animal shall not permit such animal to disturb any person or neighborhood by loud and persistent noise, including repeated barking, whining, screeching, braying and howling. Such animal may be declared a public nuisance and dealt with according to the Town's nuisance provisions in Chapter 11.

Sec. 4.1.11. Confinement of Female Dogs in Heat.

Any unsprayed female dog in heat shall be securely confined during such period in the owner's yard, pen, or other enclosure. Any such dog found running at large shall be impounded and may be declared a nuisance and dealt with according to the Town's nuisance provisions in Chapter 11.

Sec. 4.1.12. Violations.

Violations of the provisions of this Chapter are strict liability offenses. Town officials shall not be required to prove intent, knowledge, or negligence on the part of the owner or custodian of the animal in question to obtain a conviction.

Archuleta County

RESOLUTION 2002- 31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, FOR THE VACCINATION, CONTROL AND IMPOUNDMENT OF DOGS IN ARCHULETA COUNTY, COLORADO

WHEREAS, the Board of County Commissioners of Archuleta County, Colorado ("Board") is authorized, pursuant to C.R.S. 30-15-101, *et seq.* to adopt a resolution for the vaccination, control and licensing of dogs; and

WHEREAS, there currently exists Ordinance No. 2 regarding the control of dogs running at large, adopted by the Board of County Commissioners of Archuleta County, Colorado on May 15, 1980 and there currently exists Resolution 92-66 regarding nuisance dogs, adopted by the Board of County Commissioners of Archuleta County, Colorado on September 8, 1992 (collectively "Dog Ordinance"); and

WHEREAS, the population of Archuleta County has increased dramatically since the adoption of the Dog Ordinance; and

WHEREAS, the canine population of Archuleta County has increased substantially; and

WHEREAS, uncontrolled or unvaccinated dogs present a threat to the health, safety and welfare of the citizens of Archuleta County and their property; and

WHEREAS, the Board finds that the control and vaccination of dogs is necessary for the preservation of the health, safety and welfare of the citizens of Archuleta County; and

WHEREAS, the Board wishes to update and revise the Dog Ordinance to address in one resolution the vaccination, control and impoundment of dogs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, AS FOLLOWS:

1. Definitions.

The following terms, when used herein, shall have the following meanings unless the context clearly requires otherwise:

- a. "Control" shall mean a dog that is:
 - i. On a leash of sufficient strength to restrain the dog; or
 - ii. Confined in a building, fence, enclosure, motor vehicle, or other structure in such a way that it does not escape; or

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- iii. Is on property possessed by its Owner and is confined thereon in such a way that it does not escape or is in the presence of its Owner, possessor, keeper, or a family member of the Owner, or any agent or employee of the Owner; or
- iv. The dog is within sight and hearing distance of its Owner, possessor, keeper or a family member of the Owner, or any agent or employee thereof of the Owner, and, upon command, the dog returns to the immediate vicinity of such person, at least within four feet of such person; or
- v. A dog shall be deemed not under control when the dog inflicts damage or injury by biting, jumping upon, or harasses, chases or attacks persons, vehicles, cyclists, pedestrians, equestrians, livestock, other domestic animals or wildlife. This provision shall not be applicable if the dog is acting in defense of the Owner, the Owner's family, or property of the Owner.

- b. "Dog" shall mean any animal of the canine species, regardless of sex.
- c. "Owner" means any person or entity owning, keeping, harboring, possessing or having custody or control of a dog. The parent or guardian of an Owner under eighteen (18) years of age shall be deemed the Owner for purposes of this Resolution.
- d. "Nuisance dog" shall mean loud, habitual and persistent barking, howling, yelping or whining by a dog, sufficient to interfere with any person in the reasonable and comfortable enjoyment of life or property. Nuisance dogs are deemed to be dogs that are not under control of their Owner,
- e. "Rabies Vaccination" means vaccination of a dog against rabies using a vaccine approved by the Colorado Department of Health and administered according to the recommendations of a veterinarian licensed in the State of Colorado.
- f. "Running at Large" shall mean a dog that is not under control.
- g. "Vicious Dog" shall mean a dog that bites or attacks a person or other animal without provocation or a dog that approaches any person or other animal in a vicious or terrorizing manner in an apparent attitude of attack, on any public or private property, except:

- i. When the person is engaged in the unlawful entry into or upon the dog Owner's property or vehicle where such dog is kept or confined; or
- ii. When the person is engaged in attacking or molesting another person.

2. **Application.**

The terms of this Resolution shall apply throughout the unincorporated areas of Archuleta County until repealed or amended or until replaced or superseded by any competent governmental agreement.

3. **Rabies Vaccination Required.**

3.1 The Owner of each dog in Archuleta County shall have such dog inoculated by a licensed veterinarian against rabies at three (3) months of age, one year later and a maximum of every three years thereafter. Upon vaccination, a licensed veterinarian shall issue to the Owner a certificate of rabies inoculation for each dog that has been vaccinated. The veterinarian shall also provide to the Owner of the dog a rabies tag that may be affixed to the collar or harness of the dog.

3.2 Any dog that is brought into Archuleta County from another jurisdiction must have been vaccinated against rabies at least thirty (30) days but not more than thirty-six (36) months prior to importation into Archuleta County. The Owner of such dog must present evidence of such inoculation from another jurisdiction, including a certificate issued by a veterinarian from another jurisdiction and a rabies tag and such certificate and tag shall be evidence of compliance with the provisions of this Section 3, however, such dog shall continue to be vaccinated as required herein.

3.3 Owning or possessing a dog that has not been vaccinated against rabies shall be prohibited.

4. **Prohibitions.**

4.1 Dogs shall be kept under control by their Owners at all times.

4.2 The running at large of any dog in Archuleta County is hereby prohibited.

4.3 No Owner shall willingly and knowingly permit a dog to be a nuisance dog

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as defined herein. Willingly and knowingly shall be defined as the Owner of the dog having received one prior warning, verbally or in writing, given by any Enforcement Personnel described in Section 6, notifying the Owner that the dog is considered a nuisance dog.

- 4.4 It shall be unlawful to own or possess a vicious dog as such term is defined herein.

5. **Impoundment of Dogs.**

- 5.1 Any dog found to be running at large or not under control may be impounded by any person authorized by subsection 6 to enforce the provisions of this Resolution.

- 5.2 The impoundment facility, or its designee, shall give notice of impoundment to the Owner of the dog in the following method:

5.2.1 If the dog is wearing a collar with an identification tag attached, the impoundment facility shall call the phone number appearing thereon, or shall make other reasonable efforts to identify and notify the Owner of the dog. If the impoundment facility or its designee is unsuccessful in notifying the Owner of the dog within twenty-four hours of the impoundment of the dog, then the impoundment facility shall promptly so notify the Archuleta County Animal Control Officer or other Archuleta County designee ("County Official"). The County Official shall then be required to attempt to notify the Owner, using the methods set forth in 5.2.2 through 5.2.4.

5.2.2 If an address appears on the tag, the County Official shall address a letter, postage prepaid, to the address shown on the tag. Notification by letter shall be complete upon mailing.

5.2.3 If the dog has no identification or license tag, a notice of impoundment, giving the general description of the dog and the time and general location the dog was taken up, shall be posted at the impoundment facility. Notification by posting shall be complete upon posting.

5.2.4 Notification by the means described in subsections 5.2.1 through 5.2.3 shall be deemed compliance with the

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requirements of this section. Records of such notification shall be kept by the impoundment facility and the County Official.

- 5.2.4 If no Owner appears to claim the dog and pay the cost of the impoundment and any fines and penalties due within five days after notification is complete, the dog shall be deemed abandoned and be disposed of by placement for adoption or euthanasia, in accordance with the policies of the designated impoundment facility.
- 5.3 Owners claiming a dog that has been impounded shall be responsible for paying an impoundment fee and for the board and care of the Owner's dog. Impoundment fees shall be as follows:
- \$35.00 per dog for impoundment.
\$15.00 per day per dog for boarding and care.

In addition to the impoundment fee and boarding and care, Owners must pay any actual and necessary veterinary costs incurred on behalf of the dog. Future changes to such fee schedule may be made by separate Resolution, adopted by the Board, at a regular meeting of the Board, which Resolution shall be published at least once after adoption in a newspaper of general circulation within Archuleta County.

- 5.4 In addition to the impoundment fees set forth above, any impounded dog shall not be released until such dog has been vaccinated for rabies or until proof that the dog has a current rabies inoculation has been received by the impoundment facility. If the dog has not been vaccinated, the impoundment facility shall receive from the Owner a vaccination deposit, in an amount based upon the actual and necessary costs of vaccination and which is set annually by the impoundment facility. Upon receipt of the deposit, the dog may be released to the Owner and upon proof that such dog has been vaccinated within ten (10) working days after such release, the vaccination deposit shall be refunded to the dog's Owner.
- 5.5. The impoundment facility shall be authorized to accept an impoundment fee of \$25.00 per dog if the Owner of such dog will permit the dog to have a microchip implanted in the dog prior to the dog's release. The impoundment facility shall notify the County Official each month of the number of dogs that have had microchips implanted and Archuleta County shall reimburse the impoundment facility for such service.



6. Authorized Enforcement Personnel.

- 6.1 Any peace officer is authorized to enforce the provisions of this Resolution.
- 6.2 Any person designated as a dog control officer by the Board of County Commissioners of Archuleta County is authorized to enforce the provisions of this Resolution.
- 6.3 The Board of County Commissioners of Archuleta County, their agents and employees, any impoundment facility, its agents and employees, any person authorized to enforce the provisions of this Resolution, shall not be held responsible for any accident or subsequent disease that may occur in connection with the administration or enforcement of this Resolution.

7. Designated Impoundment Facility.

The Humane Society of Pagosa Springs is hereby designated to operate impoundment facilities for the purposes of this Resolution and is authorized to impound dogs pursuant to the provisions of this Resolution.

8. Issuance of Summons and Complaint.

- 8.1 Whenever any person designated as authorized enforcement personnel in Section 6 of this Resolution, has probable cause to believe that any violation of Title 30, Article 15, C.R.S., as amended, has occurred, or whenever said person has probable cause to believe that any violation of any provision of this Resolution has occurred, said person may issue a summons and complaint to the violator, stating the nature of the violation with sufficient particularity to give notice of said charge to the violator.
- 8.2 A summons and complaint issued by a dog control officer shall contain the name of the defendant, shall identify the offense charged, including a citation of the Statute or Resolution section alleged to have been violated, shall contain a brief statement or description of the offense charged, including the date and approximate location thereof, and shall direct the defendant to appear before the Archuleta County Court at a stated time, date and place. A summons and complaint containing the information specified in this subsection shall be deemed *prima facie* compliance with the particularity requirement of subsection 8.1.
- 8.3 Any peace officer may issue a summons and complaint pursuant to Section

16-2-104, C.R.S., as amended, and Colorado Rules of Criminal Procedure 4.1(c)(3) for any violation of Title 30, Article 15, Part 1, C.R.S., as amended, or for any violation of this Resolution. Any summons and complaint issued pursuant to this subsection shall contain the information specified in subsection 8.2.

- 8.4 A summons and complaint issued for the first or second violation of the provision of this Resolution. may also contain a penalty assessment notice pursuant to Section 16-2-201, C.R.S., as amended, as the same may from time to time be amended, requiring the defendant to appear at the place, time and date specified or, in lieu thereof, to pay the specified fine in person or by mail at the place and within the time specified in the notice. Payment of the specified fine shall constitute acknowledgment of guilt of the offense charged.
- 8.5 If the summons and complaint charges a third violation of any provision of this Resolution, the defendant shall be required to appear before the Archuleta County Court at the place, time and date specified.

9. Violations and Penalties

- 9.1 Violation of any provisions of this Resolution not involving bodily injury to any person shall be a Class 2 petty offense and shall be punishable as follows:
- 9.1.1 For the first violation, the owner shall be assessed a fine of not less than \$25.00 and not more than \$50.00, except that if a penalty assessment is issued as provided by 8.4 above, the fine shall be the minimum.
- 9.1.2 For the second offense, the owner shall be assessed a fine of not less than \$51.00 and not more than \$100.00, except that if a penalty assessment is issued as provided by 8.4 above, the fine shall be the minimum.
- 9.1.3 For the third or any subsequent offense thereafter, the owner shall be punished by a fine of not less than \$150.00, but not more than \$300, or imprisonment in the Archuleta County Jail for not more than ninety (90) days, or both such fine and imprisonment, for each separate offense.
- 9.2 Violation of any provisions of this Resolution resulting in bodily injury to any person shall be a class 2 misdemeanor and shall be punishable as provided in

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C.R.S. §18-1-106, as the same may be amended from time to time, for each separate offense, with penalties ranging from a fine of \$250 to \$1,000 and imprisonment for three months up to twelve months, or both a fine and imprisonment.

10. **Dogs Working Livestock, Retrieving Game and Assisting Law Enforcement Officers.**

The provisions of this Resolution relating to the control of dogs and prohibiting dogs from running-at-large shall not apply to dogs while actually working livestock, locating or retrieving wild game in season for a licensed hunter, or assisting law enforcement officers or while actually being trained for any of these pursuits. The exception contained herein for dogs actually working livestock shall not apply to any dog located within any platted subdivision within Archuleta County.

11. **Severability.**

If any part of this Resolution shall be held void or unconstitutional by a Court of competent jurisdiction, such part shall be deemed severable, and the invalidity thereof shall not affect the remaining provisions of the Resolution.

12. **Disposition of Fines, Fees and Forfeitures.**

All fines, fees and forfeitures for violations of the provisions of this Resolution shall be paid into the treasury of Archuleta County upon payment of said fines, fees and forfeitures.

13. **Repeal of Former Ordinances and Resolutions.**

All prior Ordinances and Resolutions on issues contained herein are repealed and no longer in force or effect.

14. **State Statutes Control.**

If any statute of the State of Colorado or the United States Government gives or confers upon any person power to deal with dogs running at large or dogs endangering persons or property, which powers are greater than those set forth in this Resolution, this Resolution shall not be construed to reduce or modify the powers granted by statute.

15. **Effective Date.**

This Resolution shall be in full force and effect from and after the date of adoption by the Board of County Commissioners of Archuleta County, Colorado.

DONE AND ADOPTED IN PAGOSA SPRINGS, ARCHULETA COUNTY, COLORADO THIS 30th DAY OF April, 2002.

BOARD OF COUNTY COMMISSIONERS FOR ARCHULETA COUNTY

Wm M Downey
Wm M. Downey, Chair
Alden Ecker
Alden Ecker, Vice Chair
Gene Crabtree
Gene Crabtree, Commissioner



Attest:

Jane Madrid by Vice Secretary
Jane Madrid, Clerk & Recorder

APPROVED AS TO FORM:

Mary Deganhart-Weiss
Mary Deganhart-Weiss
Archuleta County Attorney

DISTRIBUTION:

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Town of Bayfield

Sec. 3-16. - Definitions.

The words and phrases contained in this article shall have the following meaning ascribed to them unless the context of this article states otherwise:

Animal: For the purposes of this article, animal shall mean dog or cat.

Cat: Both male and female cats.

Dog: Both male and female dogs.

Owner: Any person owning or having the custody of or who keeps or harbors a dog or cat or knowingly permits a dog or cat to remain on or about any premises occupied by that person. An owner includes any person who feeds, shelters or attracts an otherwise stray animal.

Running at large: A dog off or away from the premises of the owner or keeper thereof, and not under the control of such owner or a member of his immediate family, either by leash, cord or chain not more than eight feet long. The head of any household having a dog in its possession shall be presumed to be the owner of such dog.

Vicious or dangerous dogs: A dog that has committed an unprovoked attack on a person or animal, or that approaches a person in an apparent attitude of attack when unprovoked. A dog which lunges at its enclosure, chain or tether when a person walks past, or chases children or adults passing by shall be considered vicious or dangerous.

(Ord. No. 88, § 2(1-1), 8-7-73 Ord. No. 190, 8-11-87. Ord. No. 207, 7-11-89 Ord No 303 § 1 12-21-05)
State law reference— Definitions and rules of construction generally, § 1-2

Sec. 3-17. - Running at large.

It shall be unlawful for any owner or person who keeps a dog to permit the same to run at large. Dogs being or running at large shall be impounded, reclaimed and disposed of upon such terms, conditions and provisions as may be prescribed by this article.

(Ord No. 88, § 2(1-2) (1-3), 8-7-73, Ord No. 207, 7-11-89; Ord No 303, § 2 12-21-05)

Sec. 3-25. - Nuisance.

It shall be unlawful for any dog or cat to constitute a nuisance or for any owner to allow a dog or cat to constitute a nuisance. A dog or cat shall be considered a nuisance if it: Damages, soils, defiles, or defecates on property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, unhealthy, dangerous, or offensive conditions; causes a disturbance by excessive barking or other noisemaking; or chases vehicles, or molests, attacks, or interferes or conflicts with persons or other domestic animals on public property.

(Ord No. 207, 7-11-89)

State law reference— Nuisances, § 9-41 et seq.

City of Durango

Sec. 4-41. Running at large.

- (a) Except in areas officially designated for off leash activities, it shall be unlawful for any owner, possessor or authorized agent of any owner to fail to restrain a dog by physical means from running at large, as defined in this section, within the city limits. A dog shall be deemed to be running at large, and permitted by the owner, possessor or agent to run at large under any of the following circumstances:
- (1) When the dog is off or away from the premises of the owner or keeper thereof and not under the direct control of such owner, keeper, or a member of his immediate family, either by leash, cord or chain, not more than six (6) feet long;
 - (2) If the dog is left unattended on any public property, whether or not the dog is secured by any leash, cord, chain or other means.
 - (3) If the dog is left unattended in any vehicle parked on public property, unless the dog is secured within such vehicle by means of the natural enclosure of the vehicle or by means of a leash, cord or chain not more than six (6) feet long.
 - (4) When on the private property of the owner, possessor or authorized agent of the owner, but not in the presence of the owner, possessor or authorized agent, and not restrained by a leash, fence or other enclosure. If said animal leaves the boundaries of the private property of the owner, possessor or authorized agent, it shall be deemed to be running at large and the owner of said animal shall be held responsible for any and all injury or destruction of property caused by the dog.
- (b) Within areas that have been officially designated as off leash areas, dogs may be allowed to run at large, subject to such rules and regulations as may be determined by the director of parks and recreation, which rules and regulations shall be posted on site at the designated off leash areas. All dogs utilizing the off leash areas must be under visual and voice control of the owner or keeper at all times. It shall be the responsibility of the person taking a dog to an off leash facility to clean up and remove any fecal material deposited by such dog. Aggressive dogs shall not be permitted within the off leash areas. It shall be unlawful for any owner or person taking a dog to an off leash area to violate the provisions of this subsection (b) including any posted rules and regulations for the off-leash area.
- (c) Any law enforcement animal or service animal during the performance of its duties under the supervision of its keeper shall be exempt from the provisions of this section.
- (d) Participants in organized, insured events such as dog shows, dog agility demonstrations or other professional dog exhibition may allow the participating animal off leash while performing within the designated confines of the event arena, provided that members of the general public not be allowed within the designated event area. Organizers of said event must obtain approval for the running at-large exemption provided by this section and demonstrate compliance with the stated requirements at the time of application for a special events permit from the city.

(Code 1962, § 6-3-2; Ord. No. 1985-8, § 1(6-2-5(A)), 4-2-85; Ord. No. O-2003-21, § 1, 8-19-03; Ord. No. O-2006-17, § 5, 9-5-06)

Sec. 4-42. Guard dogs.

- (a) It shall be unlawful to place or maintain any guard dog in any area for the protection of persons or property unless the guard dog is physically confined to a specific enclosed area

and the area is posted as required. The area or premises in which a guard dog is confined must be conspicuously posted with warning signs no more than seventy-five (75) feet apart bearing letters not less than two (2) inches high, with the following legend:

"Warning: These premises patrolled by guard dogs trained to attack. In case of emergency call (guard dog owner and phone number)."

- (b) It shall be accompanied by a decal that provides pictorial warning of a guard dog. The guard dog's owner must register his name, address and telephone number with the police department.

(Ord. No. 1985-8, § 1(6-2-7(B)), 4-2-85)

Cross reference— Police department § 19-31

Sec. 4-45. Dogs at public events.

- (a) Dogs shall be prohibited from entering the boundaries of any city-authorized public events held on public property at which food will be vended or served to the public. Notice shall be posted at all entry points to such public events, advising that dogs are not allowed to enter, by order of the city.
- (b) Exceptions may be permitted by the city through the special event permit process.

(Ord No. O-2006-17, § 6, 9-5-06)



AGENDA DOCUMENTATION

NEW BUSINESS: VII.3

PAGOSA SPRINGS TOWN COUNCIL
AUGUST 5TH, 2014

FROM: WILLIAM ROCKENSOCK, CHIEF OF POLICE

PROJECT: ORDINANCE 813, FIRST READING, ADOPTION OF A NEW SECTION OF MUNICIPAL CODE 12.8.15 AND AMENDMENT OF SUBSECTION 11.1.3(12)

ACTION: DISCUSSION AND POSSIBLE ACTION

PURPOSE / BACKGROUND

The adoption of Municipal Code 12.8.15 and amendment 11.1.3(12) is to clarify the process for obtaining an open burn permit, make the Pagosa Springs Fire District the licensing authority, and supplement the International Fire Code as adopted by the Town of Pagosa Springs.

Currently ordinance 11.1.3(12) makes, the burning of any trash, lumber, leaves, straw, or any other combustible material within the town a violation of the nuisance ordinance, **unless expressly authorized by an appropriate permit.**

The Municipal Code currently fails to identify the licensing authority for obtaining a burn permit, how to obtain a permit, or set forth any exclusions or limitations upon obtaining a burn permit.

The Town of Pagosa Springs adopted the International Fire Code ("IFC") pursuant to ordinance 2013-795. The Pagosa Springs Fire District utilizes the IFC and has an established application process for an open burn permit.

ATTACHEMENTS

Ordinance 813

RECOMMENDATION

Staff recommends the Town Council by motion; approved first reading of Ordinance 813, clearly defining the process and limitations of obtaining an open burn permit for use by the residents of Pagosa Springs.

TOWN OF PAGOSA SPRINGS, COLORADO

**ORDINANCE NO.813
(SERIES 2014)**

**AN ORDINANCE OF THE TOWN OF PAGOSA
SPRINGS ADOPTING A NEW SECTION 12.8.15 OF
CHAPTER 12 OF THE MUNICIPAL CODE ADDING
THE OFFENSE OF PUBLIC BURNING AND
AMENDING SUBSECTION 11.1.3(12) OF THE
MUNICIPAL CODE REGARDING NUISANCES**

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, pursuant to Subsection 11.1.3(12) of the Town of Pagosa Springs Municipal Code (“Code”), public burning without an appropriate permit is a nuisance; and

WHEREAS, pursuant to Ordinance No. 2013-795, the Town has adopted the 2009 International Fire Code (“IFC”); and

WHEREAS, the Fire District has an established application process for obtaining an open burning fire permit; and

WHEREAS, the Town Council hereby finds and determines that it is appropriate and necessary to the function and operation of the Town to further clarify the process for obtaining an open burning fire permit from the Fire District and to make burning without a permit, or in violation of a permit, a municipal offense.

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

Section 1. Amendment of Section 11.1.3(12) of the Municipal Code. Section 11.1.3(12) of the Code is hereby amended by the addition of the following double-underlined and capitalized words:

(12) OPEN Burning. The burning of any trash, lumber, leaves, straw, or any other combustible material within the Town, unless expressly authorized by an appropriate permit PURSUANT TO SECTION 12.8.15 OF THIS CODE. ALL OPEN BURNING IN VIOLATION OF SECTION 12.8.15 OF THIS CODE

SHALL CONSTITUTE AN EMERGENCY PURSUANT TO SECTION 11.2.2
HEREIN.

Section 2. Adoption of a new Section 12.8.15. A new Section 12.8.15 of the Code is hereby adopted as follows:

ARTICLE 8. RELATING TO PROPERTY

Sec. 12.8.15. Open Burning.

- (1) Offense and Public Nuisance. Any person who burns any trash, lumber, leaves, straw, or other combustible material within the Town (“open burning”) in violation of this Section commits a municipal offense. Violation of this Section shall also be a public nuisance pursuant to Chapter 11 of the Town Code.
- (2) Permit. An Open Burning Fire Permit shall be obtained from the Pagosa Springs Fire Protection District prior to an open burning. Application for such approval shall only be presented by and a Permit issued to the owner of the land upon which the fire is to be kindled. Permit holders shall comply with all conditions and requirements of the Permit and this Section 12.8.15.
- (3) Offensive Burning Prohibited. Open burning shall be prohibited when it is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fire hazardous, regardless of whether a Permit has been obtained.
- (4) Other Regulations. When required by State or local law or regulations, open burning shall only be permitted with prior approval from the State or local air and water quality management authority, provided that all conditions specified in the authorization are followed.
- (5) Extinguishment. The Pagosa Springs Fire Protection District Fire Code Official is authorized to order the extinguishment of the fire. Failure to comply with any such order of the Fire Code Official is a separate municipal offense.
- (6) Location. The location for open burning shall not be less than 50 feet from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure, with the following exceptions:
 - (a) Fires in approved containers that are not less than 15 feet from a structure.
 - (b) The minimum required distance from a structure shall be 25 feet where the pile size is 3 feet or less in diameter and 2 feet or less in height.

(7) Bonfires. A bonfire shall not be conducted within 50 feet of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition.

(8) Recreational fires. Recreational fires shall not be conducted within 25 feet of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition.

(9) Portable Outdoor Fireplaces. Portable outdoor fireplaces, except those used at one and two-family dwellings, shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible.

(9) Attendance. Open burning, bonfires, recreational fires, and use of portable outdoor fireplaces, shall be constantly attended by a competent adult with a working telephone until 30 minutes after all flames are extinguished. A minimum of one portable fire extinguisher or other approved on-site fire extinguishing equipment such as dirt, sand, water barrel, garden hose, or water truck, shall be available for immediate utilization.

(10) International Fire Code. This Section 12.8.15 is intended to supplement, and not replace any portion of the International Fire Code as adopted by Section 6.13.6 of this Code and all provisions of the International Fire Code related to open burning are hereby incorporated into this Section 12.8.15.

Section 3. Public Inspection. The full text of this Ordinance, with any amendments, is available for public inspection at the office of the Town Clerk.

Section 4. 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 5. Effective date. This Ordinance shall become effective and be in force immediately upon final passage at second reading.

INTRODUCED, READ, AND ORDERED PUBLISHED BY TITLE ONLY PURSUANT TO SECTION 3.9, B) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF PAGOSA SPRINGS, ON THE ____ DAY OF ____, 2014.

TOWN OF PAGOSA SPRINGS,
COLORADO

By: _____
Don Volger, Mayor

Attest:

April Hessman, Town Clerk

FINALLY ADOPTED, PASSED, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY PURSUANT TO SECTION 3.9, D) OF THE PAGOSA SPRINGS HOME RULE CHARTER, BY THE TOWN COUNCIL OF THE TOWN OF PAGOSA SPRINGS, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF PAGOSA SPRINGS, ON THE ____ DAY OF ____, 2014.

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. 813 (Series 2014) was approved by the Town Council of the Town of Pagosa Springs on first reading at its regular meeting held on the ____ day of _____, 2014, 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, and specifically Section 1.3.3 which provides for a fine not exceeding \$2,650 or incarceration not to exceed one year, or both, and that the full text of the Ordinance is available at the office of the Town Clerk, on the Town's official website, on _____, 2014, 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 _____, 2014.

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. 813 (Series 2014) was approved by the Town Council of the Town of Pagosa Springs on second reading, at its regular meeting held on the ____ day of _____, 2014, 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 _____, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Pagosa Springs, Colorado, this __ day of _____, 2014.

April Hessman, Town Clerk

(S E A L)



AGENDA DOCUMENTATION

NEW BUSINESS: VII.4

PAGOSA SPRINGS TOWN COUNCIL

AUGUST 5, 2014

FROM: GREGORY J. SCHULTE, INTERIM TOWN MANAGER

PROJECT: AMENDMENT TO TOWN AGREEMENT 512 REGARDING THE FORMATION OF THE PAGOSA AREA GEOTHERMAL WATER AND POWER AUTHORITY.

ACTION: DISCUSSION AND POSSIBLE ACTION

BACKGROUND

On April 1, 2014, both the Board of County Commissioners and the Town Council hear and approved an agreement between the Town and County to form the Pagosa Area Geothermal Water and Power Authority (Authority). The county heard the item first at their 1:30 p.m. meeting and approved the original version. The Town heard the item at their 5:00 p.m. meeting and approved the original version with one edit to Section III. Governance, Paragraph 4 – Compensation. The original language and the edited language approved unanimously by the Town Council is as follows:

Original Language:

“Directors shall not receive compensation for their service, . . .”

Edited Language Adopted by Town:

“Each Party shall determine whether its appointed directors should receive a stipend.”

Unfortunately, it was not communicated to the County that the agreement language had been amended by the Town and was not discovered until June 2014. Consequently, both parties need to take action to reach an agreed upon document.

To remedy the situation, this topic was on the agenda for the joint Town/County meeting of July 22nd and the issues of compensation for the six director and the seventh at-large directors was discussed. The following language was suggested as a compromise:

Suggested Compromise Language:

“Directors shall not receive compensation by the Authority for their services but may be compensated by the governing body (e.g. Town or County) that appointed them to the Authority Board.”

FISCAL IMPACT

In the event, the Town decides to compensate the Directors appointed to the Authority and serving on behalf of the Town, the funding would most likely come from the General Fund. Further, if there is a decision to compensate the 7th At-Large Director of the Authority Board, the most logical methodology is for the Town and County to equally split that cost since the person in that position is jointly appointed by both entities.

ATTACHMENTS

Amended Pagosa Area Geothermal Water and Power Authority Agreement (Clean)
Amended Pagosa Area Geothermal Water and Power Authority Agreement (redline)

RECOMMENDATION

Staff recommends the Town Council discuss and consider approving the Pagosa Area Geothermal Water and Power Authority Agreement, as amended.

**AMENDED
PAGOSA AREA GEOTHERMAL
WATER AND POWER AUTHORITY AGREEMENT**

BETWEEN

Archuleta County, Colorado

and

The Town of Pagosa Springs, Colorado

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C.	Governing Board. The Board of Directors of the Authority shall be the Governing Board (“Governing Board”) of the Water and Power Activity Enterprise. The Governing Board shall conduct the business of the Water and Power Activity Enterprise in the same manner and follow the same procedures as the Board of Directors of the Authority. All public business of the Water and Power Activity Enterprise shall be conducted only during regular or special meetings of the Board of Directors at which a quorum is present. The record of proceedings of the Governing Board may be incorporated into the minutes of the Board of Directors of the District. No additional oaths, bonds, or other qualifications shall be required of the Governing Board. All actions of the Governing Board shall be considered as the actions and business of the Water and Power Activity Enterprise undertaken by the Board of Directors acting as the Governing Board of the Water and Power Activity Enterprise. All business of the Water and Power Activity Enterprise and actions of the Governing Board shall be governed by and made subject to all requirements, privileges, immunities, protections, limitations, and other provisions of law.....	12
D.	Powers. The Governing Board of the Water and Power Activity Enterprise may, without limitation, exercise the Authority’s legal authority relating to the Development Agreement, the Project, the Power Services and the Water Services or otherwise available to any enterprise, except as expressly provided herein. Such authority shall include all powers set forth in the Act	

and those powers set forth in statutes and Charter applicable to the County and Town, which are consistent with the authorities of an enterprise under the provisions of TABOR and are necessary to operate the Water and Power Activity Enterprise, including, but not limited to, the power to issue or reissue bonds, notes, or other obligations payable from revenues derived or to be derived from the Project or the provision of Power Services and Water Services and to set rates, fees and charges for the same. The powers and authorities specifically conferred herein shall not modify, limit, or restrict the powers conferred by this Agreement, except as expressly provided herein. The Water and Power Activity Enterprise shall have no power which adversely affects the status of the Water and Power Activity Enterprise for purposes of the application of TABOR. 13

- E. Taxes. In no event shall the Water and Power Activity Enterprise have the power to levy or assess any tax which is subject to TABOR or to direct the Authority or the Parties to exercise their taxing powers on behalf of the Water or Power Activity Enterprise..... 13
- F. Grants. The Water and Power Activity Enterprise shall not accept or receive any revenue in Grants (as defined in the Act) from the Parties, State or any local governments, unless expressly authorized by the Board of Directors. The purpose of this provision is to prevent without the Authority’s knowledge the disqualification in any year of the Authority or any of its operations from classification as an enterprise under TABOR. . 13
- G. Contracts. All contracts relating to geothermal water or power activities shall be approved by the Governing Board and executed by Authority officers with the Authority as the contracting party. Any pre-existing contract relating to geothermal water or power activities shall be considered as having been approved by the Governing Board. All contracts relating to geothermal water or power activities shall be implemented and discharged by the Water and Power Activity Enterprise, unless otherwise provided by the Board of Directors. For all purposes under the Act and TABOR, this Agreement shall, without further action, be considered as a contract for service between the Parties and the Enterprise under which Water Services and Power Services will be provided to the Parties by the Enterprise, and the Parties will pay for such services in an amount not to exceed the costs of such services as determined, from time to time, by the Governing Board. 13
- H. Revenue. All revenue to the Authority or the Water and Power Activity Enterprise from the Project and for Water Services and Power Services, including rates, fees, tolls, charges, payments for services from the Parties, and all other income of the Authority or the Water and Power Activity Enterprise shall be collected, used, and expended for water or power activities as determined by the Governing Board in accordance with and as set forth in the fiscal budget of the Water and Power Activity Enterprise

adopted pursuant to law. Rates for Water Services and Power Services and facilities provided by the Water and Power Activity Enterprise shall be established by the Governing Board, and collected and enforced in accordance with State law. No revenue or spending of the Water and Power Activity Enterprise shall be subject to TABOR. ~~14~~¹³

- I. Enterprise Fund. A Water and Power Activity Enterprise Fund shall be established to separately account for all revenue and expenditures of the Water and Power Activity Enterprise. The Water and Power Activity Enterprise shall prepare an annual budget and perform an annual audit which may be included in the budget or audit of the Authority. All budgets, reports, audits, and financial operations of the Water and Power Activity Enterprise shall conform to and be prepared in accordance with generally accepted accounting principles applicable to governmental (enterprise) units and other requirements of State law. 14
- J. Miscellaneous. Nothing set forth in this Resolution shall be construed to limit the authority of the Governing Board or the Water and Power Activity Enterprise to utilize other policies or procedures for operating or continuing the Water and Power Activity Enterprise in conformance with the Act and TABOR, except as otherwise expressly provided herein. It is the intent of the Parties to establish the Water and Power Activity Enterprise in conformance with the provisions of the Act and TABOR according to the most reasonable interpretations thereof. If any term, section, or provision of this Section V. shall be determined to be invalid or in violation of the enterprise qualification provisions of TABOR or the Act, the invalidity or disqualification of such provision shall not affect any of the remaining provisions of this Section. This Agreement shall remain in effect, whether or not the Water and Power Activity Enterprise currently qualifies as an enterprise pursuant to TABOR. 14

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This **PAGOSA AREA GEOTHERMAL WATER AND POWER AUTHORITY AGREEMENT** (“Agreement”) is made and entered into by and between **ARCHULETA COUNTY**, a statutory county of the State of Colorado (“County”), and the **TOWN OF PAGOSA SPRINGS**, a home-rule municipality of the State of Colorado (“Town”), collectively referred to herein as “Parties.”

RECITALS

A. WHEREAS, Town is a home rule municipality and political subdivision of the State of Colorado organized and existing pursuant to Article XX of the Colorado Constitution and the Pagosa Springs Home Rule Charter of 2003 as amended on April 23, 2013; and

B. WHEREAS, Archuleta County is a statutory county and political subdivision of the State of Colorado organized and operating pursuant to Title 31, C.R.S.; and

C. WHEREAS, §29-1-204.2, C.R.S., authorizes municipalities and any other political subdivisions to establish a water authority; and

D. WHEREAS, §29-1-204, C.R.S., authorizes municipalities to establish power authorities; and

E. WHEREAS, §29-1-203, C.R.S., authorizes government to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each and §29-1-203(4) authorizes the establishment of a separate legal entity for such purposes; and

F. WHEREAS, §29-1-204(9), C.R.S., indicates the authority for municipal power authorities does not limit governments from entering into intergovernmental agreements to establish separate legal entities pursuant the §29-1-203, C.R.S.; and

G. WHEREAS, §29-12.5-101, C.R.S., authorizes any political subdivision, including municipalities and counties, to enter into Energy Performance Contracts to implement one or more energy saving measures including a utility cost savings measure; and

H. WHEREAS, §30-20-601.5 C.R.S. provides that inclusion of renewable energy production projects in county organized local improvement districts is a valid public purpose and in the public interest; and

I. WHEREAS, §30-11-107(1)(dd), C.R.S., authorizes a Board of County Commissioners to enter into installment purchase contracts or shared-savings contracts to finance energy conservation including the authority to enter into contracts for analysis and recommendations pertaining to energy savings measures; and

J. WHEREAS, §30-11-107(1)(ii), C.R.S., authorizes a county to budget for programs that support education and outreach on environmental sustainability including the explicit authority to finance capital improvements for certain renewable energy fixtures behind the meter; and

K. WHEREAS, §30-11-107(1)(jj), C.R.S., authorizes a county to encourage homeowners to participate in utility demand-side management programs; and

L. WHEREAS, the Rural Clean Energy Project Finance Program Act, Part 12, Article 20, Title 30, C.R.S. authorizes the County to approve financing for eligible clean energy projects, including geothermal energy projects, through private activity bonds payable solely by the applicant; and

M. WHEREAS, §30-11-107.3, C.R.S. authorizes the County to offer property tax or sales tax credits or rebates to residential or commercial property owners who install renewable energy fixtures; and

N. WHEREAS, §24-65.1-101(2)(b), C.R.S., encourages local governments to administer areas and activities of state interest which includes the use of geothermal resources for the commercial production of electricity; and

O. WHEREAS, the Parties have entered into that Geothermal Energy Development Agreement dated January 14, 2013 with Pagosa Verde, LLC for the initial exploration and drilling for geothermal resources (the “Development Agreement”); and

P. WHEREAS, Section 2 of the Development Agreement anticipates the County and Town forming a geothermal water and power authority prior to February 15, 2014 pursuant to the authority provided in Article XI, Section 2 and Article XVI, Section 18(2)(a), of the Colorado Constitution, and §§29-1-203 and 29-1-204.2, C.R.S.; and

Q. WHEREAS, initial testing performed by Pagosa Verde, LLC and the Colorado School of Mines have identified the possible location of a geothermal aquifer within the County; and

R. WHEREAS, the Parties anticipate developing a geothermal water and energy plant in partnership with Pagosa Verde, LLC, if sufficient geothermal resources exist (the “Geothermal Project”); and

S. WHEREAS, the Parties acting through the authority wish to ensure a source of geothermal electric power and energy and geothermal water that is reliable, cost-effective, sustainable, and environmentally responsible; and

T. WHEREAS, this document is entitled “Amended” because the original version as adopted by the Parties had a discrepancy in the provisions concerning “III

Governance 4. Compensation” and this Amended version reflects the meeting of the minds of the Parties.

NOW THEREFORE, the Parties do hereby agree as follows:

I. Creation of the Authority. The Parties hereby create a separate legal entity known as the Pagosa Area Geothermal Water and Power Authority (the “Authority”) which shall have the powers, authorities, duties, privileges, immunities, right and responsibilities of a public body politic and corporate and to provide the services authorized to the Town, the County, and water or power authorities organized and operating pursuant to §§ 29-1-204 and 29-1-204.2, C.R.S (“Water or Power Authority”).

A. Nature of the Authority. The Authority is a separate legal entity organized pursuant to §§29-1-203(4), 29-1-204 and 29-1-204.2, C.R.S. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to a Water or Power Authority, including but not limited to Parts 1, 5 and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting and auditing; and Part 4 of Article 6 and Part 2 of Article 72, and Article 10, Title 24, C.R.S., regarding open meetings, open records and governmental immunity. The Authority boundaries shall consist of the combined territorial boundaries of the Parties. To the fullest extent possible and as further provided herein, the Authority shall be deemed a TABOR enterprise jointly established by the Parties.

B. Principal Place of Business. The principal place of business of the Authority shall be at a location within the Town of Pagosa Springs, as established by the Authority Board of Directors.

C. Purposes. The purposes of the Authority are to:

1. Development Agreement. To carry out the obligations of the Parties under the Development Agreement related to the development of the Geothermal Project.

2. Geothermal Power Services. Provide all geothermal electric energy and geothermal water facilities, including but not limited to works, improvements, generating plants, transmission systems, wells, pipelines, equipment, structures, facilities, lands, and buildings, used or useful for the development, production, manufacture, storage, fabrication, processing, transportation or delivery of geothermal electric power, energy, heat and water, and all other real or personal property, tangible or intangible, reasonably necessary or incidental thereto (the “Geothermal Facilities”), services, and functions related to geothermal energy authorized to the Parties or a power authority operating pursuant to §29-1-204, C.R.S. (the “Power Services”) on behalf of the Parties, including the following:

a. To provide the geothermal electric power and energy requirements of the Parties and customers within and without the Authority's boundaries in a reliable, cost-effective and environmentally responsible manner; and

b. To engage in business activities related to the provision of geothermal electric services, which may include but are not limited to geothermal electric energy production, distribution and sale, investment in energy efficiency, renewable energy, demand side management, and associated communication systems, that the Board determines are in the public interest.

3. Geothermal Water Services. Provide all Geothermal Facilities, services, and functions related to geothermal water authorized to the Parties or a water authority operating pursuant to §29-1-204.2, C.R.S. (the "Water Services") on behalf of the Parties, including the following:

a. To provide the geothermal water requirements of the Parties and customers within the Parties' boundaries in a reliable, cost-effective and environmentally responsible manner; and

b. To engage in business activities related to the provision of geothermal water services, which may include but are not limited to geothermal water production, distribution and sale that the Board determines are in the public interest.

II. Powers of the Authority. To enable the Authority to carry out its functions and provide the services described hereinabove, the Authority shall have the following powers:

A. Geothermal Electric Energy. To develop geothermal electric energy resources, systems and Geothermal Facilities, and to produce, sell, transmit, exchange or otherwise dispose of geothermal electric energy and any of the geothermal waste or by-products therefrom in whole or in part for the benefit of the inhabitants of the Authority, or others at the discretion of the Authority Board of Directors.

B. Geothermal Water and Power Services. To develop geothermal water resources, systems and Geothermal Facilities, and to produce, sell, transmit, exchange or otherwise dispose of geothermal water and any of the geothermal waste or by-products therefrom, in whole or in part for the benefit of the inhabitants of the Authority, or others at the discretion of the Authority Board of Directors.

C. Sue. To sue, and to be sued, in its own name.

D. Seal. To have and use an Authority seal.

- E. Adopt Bylaws, Rules and Regulations. To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.
- F. Facilities. To acquire, purchase, lease (as lessor or lessee), construct, hold, manage, maintain, operate, equip, sell, assign, convey, mortgage, pledge, and otherwise dispose any legal or equitable interest in Geothermal Facilities.
- G. Exercise Parties' Powers. To exercise any power lawfully authorized to each of the Parties.
- H. Fix Fees, Rates and Charges. To fix, maintain and revise fees, rates and charges for functions, services, or Geothermal Facilities provided by the Authority in the manner provided by law.
- I. Receive Contributions. To receive contributions, gifts, bequests, or other grants of cash, Geothermal Facilities, or services for the Authority, the Parties or other entities, individuals, or political subdivisions.
- J. Apply for Grants. To apply for and receive grants in its own name.
- K. Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents, property owners and visitors.
- L. Condemnation. To the extent that such power is authorized to the Parties or a Water or Power Authority, to condemn property for public use, if such property is not owned by any public utility and devoted to such public use pursuant to state authority.
- M. Engage Agents and Employees. To engage or employ agents, including, but not limited to, engineers, attorneys, architects, consultants, and employees.
- N. Contract. To enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States or any political subdivision thereof, cities and towns in any adjoining state, and any individual, firm, association, partnership, corporation, or any other organization of any kind, and including contracts for the sale of geothermal electric energy to electric power generating, transmission and distribution companies.
- O. Incur Debt. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services, or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge,

deed, indenture, agreement, or other collateral instrument, or by other lien upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenue and privileges of the Authority. No obligations of the Authority shall become an obligation of either Party without the express written consent of such Party. All debts, liabilities and obligations of the Authority shall be limited to or secured only to the extent of the Authority's assets. The Authority shall have no authority or power to levy or collect taxes of any kind.

P. Act as Agent. To act as agent on behalf of the Parties with regard to the functions and services described hereinabove, including with regard to the Development Agreement and the Project, and any existing contract and agreement between either or both of the Parties and any other party, including but not limited to the Development Agreement, to the extent permitted by law and the terms of such contracts and agreements.

Q. Custodians of Money. To deposit moneys of the Authority not then needed in the conduct of the Authority in any depository authorized in §24-75-603, C.R.S. For the purpose of making such deposits, the Authority's Board of Directors may appoint, by written resolution, one or more persons to act as custodians of the moneys of the Authority. Such persons shall give surety bonds in such amounts and form and for such purposes as the Board requires.

R. Cooperate. To own, operate and maintain real and personal property and facilities in common with others, as permitted by laws, and to conduct joint partnerships, cooperative efforts, or other operations with others and to exercise all of the powers granted in this Agreement in joint partnership or cooperative efforts and operations with others.

S. Adding Parties. To permit other municipalities, special districts, or political subdivisions of the State of Colorado that are authorized to provide Geothermal Facilities, Power Services or Water Services to enter into the Agreement at the discretion of the Authority's Board of Directors, subject to fulfilling any and all conditions or requirements of this Agreement, except that rates need not be uniform between the Authority and the Parties.

T. Indemnification of Property Owners. To justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorneys' fees, or that may subsequently be caused by, or which result from actions of the Authority.

U. Other Powers. To exercise any other powers which are reasonably necessary to the provision of Geothermal Facilities, Power Services or Water Services.

III. Governance.

A. Board of Directors of the Authority. The governing body of the Authority shall be the Board of Directors, in which all administrative and legislative power of the Authority is vested.

1. Number. The Board of Directors shall be comprised of seven (7) Directors. Each Director shall be entitled to cast one vote on any matter that comes before the Board.

2. Appointment. The governing body of each Party shall appoint three (3) Directors to the Board of Directors. Each Director appointed by a Party shall serve at the pleasure of the governing body of the Party by whom the Director is appointed. The six (6) Directors appointed by the Parties shall appoint a seventh (7th) Director, who shall be an eligible elector of one of the Parties and shall serve for a two (2) year term coinciding with the calendar year, unless removed for any or no reason by a unanimous decision of the Directors appointed by the Parties.

3. Vacancies. A position of Director on the Board of Directors shall be deemed vacant upon the resignation, death, removal by the appointing governing body, or disability of any such Director; and in the case of the Director appointed by the other Directors, no longer being an eligible elector of either Party. A vacancy on the Board of Directors shall be filled in the same manner as appointment of a Director as hereinabove provided.

4. Compensation. Directors shall not receive compensation by the Authority for their services but may be compensated by the governing body (eg Town or County) that appointed them to the Authority Board of Directors. Notwithstanding anything to the contrary herein, Directors may be reimbursed their actual expenses for attendance at meetings of the Board of Directors and for expenses otherwise incurred on behalf of the Authority.

5. Decisions. Decisions of the Board may be made only at a regular or special meeting, called upon notice as required herein, at which a quorum is present. Except as otherwise expressly provided herein or required by law, decisions of the Board of Directors shall be made by a majority of the total Directors.

B. Meetings.

1. Meetings. The Board of Directors shall be hold not less than one meeting each year within the first 120 days of each year to elect officers, to pass upon reports for the preceding fiscal year, and to transact such other business as may come before the meeting.

a. Regular Meetings. The Board of Directors may provide for the time and place for the holding of regular meetings by resolution without notice to Directors other than the resolution adopting the meeting schedule.

b. Special Meetings. Special meetings of the Board of Directors may be called by the Chair or any two (2) Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board of Directors shall be held at such time and place as shall be fixed by the Chair or Directors calling the meeting.

2. Location. Meetings shall be held at such location as designated by the Board of Directors or Board bylaws.

3. Quorums. A quorum for the conduct of business at meetings of the Board of Directors shall be a simple majority of the Directors. If less than a quorum is present, the Directors present may adjourn the meeting from time to time, provided further, that the Secretary shall notify any absent Directors of the time and place of such adjourned meeting.

4. Notice. Except in the case of an emergency, all meetings shall be subject to notice requirements of Part 4, Article 6, Title 24, C.R.S., and written notice of any special meeting of the Board of Directors shall be delivered to each Director not fewer than three (3) days before the date fixed for such meeting, either personally, by facsimile, by e-mail, or by mail, by or at the direction of the Secretary, or upon the Secretary's default, by the person calling the meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Director at the Director's address as it appears on the records of the Authority, with first-class postage thereon prepaid.

5. Waiver of Notice. Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board of Directors shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly convened.

C. Duties of the Board. The duties of the Board of Directors shall be:

1. Governance. To govern the business and affairs of the Authority.

2. Powers. To exercise all powers of the Authority.

3. Policy. To set policy related to planning and future direction and expansion of Authority.

4. Statutory Compliance. To comply with statutes applicable to a Water or Power Authority.

5. Funds. To invest the funds of the Authority.

6. Finances. To govern the financial transactions of the Authority, including the receipt, custody and disbursement of its funds, securities and other assets.

7. Accounting. To provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Authority, and to report thereupon to the Board of Directors.

8. Records. To keep records of the Authority's proceedings.

9. Bylaws. To adopt such by-laws as appropriate for the conduct of its business not in conflict herewith.

D. Officers The officers of the Authority shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board of Directors from time to time, to perform such duties as may be approved by the Board of Directors. The Chair, Vice-Chair and Treasurer shall be members of the Board of Directors, but the other officers of the Authority need not be members of the Board.

1. Appointments and Term of Office. The members of the Board of Directors shall appoint officers who shall serve as officers of the Authority at the pleasure of the Board of Directors. Officers shall be appointed annually by the Board of Directors as set forth in the Authority's Bylaws. Vacancies or appointment of new officers may be filled at any meeting of the Board of Directors.

2. Removal. Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Authority will be served thereby.

3. Duties. In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:

a. Chair. The Chair shall be a member of the Board of Directors and preside at all meetings of the Board of Directors and, except as otherwise delegated by the Board of Directors, shall execute all legal instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be a member of the Board of Directors and, in the absence of the Chair or in the event of his inability or refusal to act, shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

c. Secretary. The Secretary need not be a member of the Board of Directors and shall maintain the official records of the Authority, including this Agreement, by-laws, rules and regulations established by the Board of Directors, minutes of the meetings of the Board of Directors, and a register of the names and addresses of the Directors and officers, and shall issue notices of meetings and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary and records custodian may be appointed by the Board of Directors for taking and preparing meeting minutes and keeping and maintaining the official records of the Authority.

d. Treasurer. The Treasurer shall be a member of the Board of Directors and shall keep or cause to be kept, strict and accurate accounts of all money received by and disbursed for and on behalf of the Authority. The accounting function shall be provided by Authority personnel or independent contractor under the supervision of the Treasurer, and shall be reviewed at least quarterly by the Board of Directors.

e. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual. If the person performing the duties of Secretary is not a member of the Board of Directors, such person may receive such compensation as is deemed appropriate by the Board of Directors.

4. Bonds of Officers. The Treasurer and any other officer, employee, or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board of Directors shall determine. The Board of Directors, in its discretion, may also require any other officer, agent or employee of the Authority to give a bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense of the Authority.

E. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act, Article 10, Title 24, C.R.S.:

1. Defense Costs. Each Director, officer, agent, employee, and volunteer of the Authority, whether or not then in office and his/her personal representatives shall be indemnified by the Authority against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any allegation, action, suit, or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment, unless:

a. Outside Scope of Duties. It is determined by a court that the act or omission in question did not arise during the performance of his duties and within the scope of his employment or that the act or omission of such employee was willful and wanton (and if it is so determined, such person will be required to reimburse the Authority for its reasonable costs and reasonable attorney fees incurred in the defense of such person); or

b. Settlement without Consent. The person in question compromises or settles the claim without the consent of the Authority.

2. Settlement with Consent. Such costs and expenses shall include amounts reasonably paid, with the consent of the Authority, in settlement for the purpose of curtailing the cost of litigation.

3. Non-Exclusive Rights. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

F. Execution of Contracts. Except as otherwise provided by law, the Board of Directors may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

IV. Financial.

A. Negotiable Instruments. All checks, drafts or other orders for payment of money shall be issued in the name of the Authority, and in such manner as, from time to time, shall be assigned to the Authority upon execution of this Agreement, if retained by the Authority at the time of termination shall immediately be returned to the Party that assigned them to the Authority, and be determined by motion of the Board of Directors, except that all notes, bonds, or other evidences of indebtedness shall be issued by resolution.

B. Revenue Bonds. The Authority is authorized to issue bonds, notes, or other obligations secured by its Geothermal Power Services and Water Services revenues pursuant to the terms, conditions and authorizations contained in §§29-1-204(7) and 29-1-204.2(7), C.R.S.

C. Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks or other financial institutions as the Board of Directors may select.

D. Fiscal Years. The fiscal year of the Authority shall be January 1 through December 31.

E. Debt Not That of Parties. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties, unless provided by written consent of the Parties in compliance with law.

F. Funds. The Parties shall deposit in the Authority's account all funds in the amounts and at the times required by the Development Agreement, and as otherwise necessary to fund the Geothermal Project and the operations of the Authority.

G. Assets and Properties. All Geothermal Facilities and assets of the Authority shall be held in trust for the purposes herein mentioned, including the payment of the liabilities of the Authority.

V. Enterprise.

A. Water and Power Activity Enterprises Activities and Facilities. The Parties hereby establish the Authority as a Water and Power Activity Enterprise in conformance with the provisions of Article 45.1, Title 37, C.R.S. ("Act"), in order to exclude the Water and Power Activity Enterprise from the provisions of Section 20, Article X of the State Constitution ("TABOR"). All authorities and obligations of the Authority set forth in this Agreement shall be carried out through the Water and Power Activity Enterprise. The Water and Power Activity Enterprise itself shall be wholly owned by the Parties

B. Multiple Enterprises. The Board of Directors may, from time to time, establish or restructure the Water and Power Activity Enterprise as two (2) or more separate enterprises, remove certain activities from the Water and Power Activity Enterprise, or establish other water or power activity enterprises to carry out the purpose of this Agreement and the establishment of the Authority (the Water and Power Activity Enterprise and any such separate or other enterprises established by the Board being collectively referred to as the "Water and Power Authority Enterprise").

C. Governing Board. The Board of Directors of the Authority shall be the Governing Board ("Governing Board") of the Water and Power Activity Enterprise. The Governing Board shall conduct the business of the Water and Power Activity Enterprise in the same manner and follow the same procedures as the Board of Directors of the Authority. All public business of the Water and Power Activity Enterprise shall be conducted only during regular or special meetings of the Board of Directors at which a quorum is present. The record of proceedings of the Governing Board may be incorporated into the minutes of the Board of Directors of the District. No additional oaths, bonds, or other qualifications shall be required of the Governing Board. All actions of the Governing Board shall be considered as the actions and business of the Water and Power Activity Enterprise undertaken by the Board of Directors acting as the Governing Board of the Water and Power Activity Enterprise. All business of the Water and Power Activity Enterprise and actions of the Governing Board shall be governed by

and made subject to all requirements, privileges, immunities, protections, limitations, and other provisions of law.

D. Powers. The Governing Board of the Water and Power Activity Enterprise may, without limitation, exercise the Authority's legal authority relating to the Development Agreement, the Project, the Power Services and the Water Services or otherwise available to any enterprise, except as expressly provided herein. Such authority shall include all powers set forth in the Act and those powers set forth in statutes and Charter applicable to the County and Town, which are consistent with the authorities of an enterprise under the provisions of TABOR and are necessary to operate the Water and Power Activity Enterprise, including, but not limited to, the power to issue or reissue bonds, notes, or other obligations payable from revenues derived or to be derived from the Project or the provision of Power Services and Water Services and to set rates, fees and charges for the same. The powers and authorities specifically conferred herein shall not modify, limit, or restrict the powers conferred by this Agreement, except as expressly provided herein. The Water and Power Activity Enterprise shall have no power which adversely affects the status of the Water and Power Activity Enterprise for purposes of the application of TABOR.

E. Taxes. In no event shall the Water and Power Activity Enterprise have the power to levy or assess any tax which is subject to TABOR or to direct the Authority or the Parties to exercise their taxing powers on behalf of the Water or Power Activity Enterprise.

F. Grants. The Water and Power Activity Enterprise shall not accept or receive any revenue in Grants (as defined in the Act) from the Parties, State or any local governments, unless expressly authorized by the Board of Directors. The purpose of this provision is to prevent without the Authority's knowledge the disqualification in any year of the Authority or any of its operations from classification as an enterprise under TABOR.

G. Contracts. All contracts relating to geothermal water or power activities shall be approved by the Governing Board and executed by Authority officers with the Authority as the contracting party. Any pre-existing contract relating to geothermal water or power activities shall be considered as having been approved by the Governing Board. All contracts relating to geothermal water or power activities shall be implemented and discharged by the Water and Power Activity Enterprise, unless otherwise provided by the Board of Directors. For all purposes under the Act and TABOR, this Agreement shall, without further action, be considered as a contract for service between the Parties and the Enterprise under which Water Services and Power Services will be provided to the Parties by the Enterprise, and the Parties will pay for such services in an amount not to exceed the costs of such services as determined, from time to time, by the Governing Board.

H. Revenue. All revenue to the Authority or the Water and Power Activity Enterprise from the Project and for Water Services and Power Services, including rates, fees, tolls, charges, payments for services from the Parties, and all other income of the Authority or the Water and Power Activity Enterprise shall be collected, used, and expended for water or power activities as determined by the Governing Board in accordance with and as set forth in the fiscal budget of the Water and Power Activity Enterprise adopted pursuant to law. Rates for Water Services and Power Services and facilities provided by the Water and Power Activity Enterprise shall be established by the Governing Board, and collected and enforced in accordance with State law. No revenue or spending of the Water and Power Activity Enterprise shall be subject to TABOR.

I. Enterprise Fund. A Water and Power Activity Enterprise Fund shall be established to separately account for all revenue and expenditures of the Water and Power Activity Enterprise. The Water and Power Activity Enterprise shall prepare an annual budget and perform an annual audit which may be included in the budget or audit of the Authority. All budgets, reports, audits, and financial operations of the Water and Power Activity Enterprise shall conform to and be prepared in accordance with generally accepted accounting principles applicable to governmental (enterprise) units and other requirements of State law.

J. Miscellaneous. Nothing set forth in this Resolution shall be construed to limit the authority of the Governing Board or the Water and Power Activity Enterprise to utilize other policies or procedures for operating or continuing the Water and Power Activity Enterprise in conformance with the Act and TABOR, except as otherwise expressly provided herein. It is the intent of the Parties to establish the Water and Power Activity Enterprise in conformance with the provisions of the Act and TABOR according to the most reasonable interpretations thereof. If any term, section, or provision of this Section V. shall be determined to be invalid or in violation of the enterprise qualification provisions of TABOR or the Act, the invalidity or disqualification of such provision shall not affect any of the remaining provisions of this Section. This Agreement shall remain in effect, whether or not the Water and Power Activity Enterprise currently qualifies as an enterprise pursuant to TABOR.

VI. Term and Termination.

A. Term. This Agreement shall become effective immediately upon execution by both Parties. The term of this Agreement shall be unlimited, and shall extend until terminated as provided herein.

B. Termination. This Agreement may be terminated effective January 1 of any year following written notice not less than twelve (12) months in advance of such date, or at any time by written agreement by the Parties.

C. Payments Subject to Annual Appropriations. Any payments due from the Parties herein are subject to annual appropriations by the Party from which payment is due, so as to avoid creation of a multiple fiscal year financial obligation without voter approval in violation of TABOR. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, unless otherwise consented to by the other Party this Agreement shall terminate as of January 1 of the year in which such payment is due.

D. Distribution on Termination. In the event of the termination of this Agreement and the dissolution of the Authority, all assets assigned by the Parties to the Authority for its use as the commencement of this Agreement shall, to the extent they are still held by the Authority, shall be returned to the assigning Party subject to any outstanding liens, mortgages or other pledges, and reasonable wear and tear. Assets otherwise acquired by the Authority shall be liquidated and conveyed to each Party in proportion to the total amounts paid by such Party to the Authority during the term of this Agreement and the value of any assets assigned by such Party to the Authority which are not returned to such Party. The Parties may, however, otherwise provide by agreement for disposition of any and all interests of the Authority to any successors to the Authority, or for any alternative disposition among the Parties.

VII. Miscellaneous.

A. Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Parties at the following addresses, unless another address is certified to the Authority:

To the County:

Archuleta County
P.O. Box 1507
449 San Juan St.
Pagosa Springs, CO 81147

To the Town:

Town of Pagosa Springs
Attn: Town Manager
Post Office Box 1859
Pagosa Springs, CO 81147

B. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

C. Existing Agreements. This Agreement shall not terminate any existing agreement of either Party, except that upon the execution of this Agreement the interests and obligations of the Parties in the Development Agreement and the Project shall automatically and without the need for further action be transferred to the Authority.

D. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

E. Amendments. This Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Parties; provided, however, that such amendment will not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

F. Duplicate Originals. This Agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the ____ day of _____, 2014.

ARCHULETA COUNTY

By: _____

Date: _____

Attest:

TOWN OF PAGOSA SPRINGS

By: _____
Don Volger, Mayor

Date: _____

Attest:

April Hessman, Town Clerk

AMENDED
PAGOSA AREA GEOTHERMAL
WATER AND POWER AUTHORITY AGREEMENT

BETWEEN

Archuleta County, Colorado

and

The Town of Pagosa Springs, Colorado

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C.	Governing Board. The Board of Directors of the Authority shall be the Governing Board (“Governing Board”) of the Water and Power Activity Enterprise. The Governing Board shall conduct the business of the Water and Power Activity Enterprise in the same manner and follow the same procedures as the Board of Directors of the Authority. All public business of the Water and Power Activity Enterprise shall be conducted only during regular or special meetings of the Board of Directors at which a quorum is present. The record of proceedings of the Governing Board may be incorporated into the minutes of the Board of Directors of the District. No additional oaths, bonds, or other qualifications shall be required of the Governing Board. All actions of the Governing Board shall be considered as the actions and business of the Water and Power Activity Enterprise undertaken by the Board of Directors acting as the Governing Board of the Water and Power Activity Enterprise. All business of the Water and Power Activity Enterprise and actions of the Governing Board shall be governed by and made subject to all requirements, privileges, immunities, protections, limitations, and other provisions of law.....	12
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and those powers set forth in statutes and Charter applicable to the County and Town, which are consistent with the authorities of an enterprise under the provisions of TABOR and are necessary to operate the Water and Power Activity Enterprise, including, but not limited to, the power to issue or reissue bonds, notes, or other obligations payable from revenues derived or to be derived from the Project or the provision of Power Services and Water Services and to set rates, fees and charges for the same. The powers and authorities specifically conferred herein shall not modify, limit, or restrict the powers conferred by this Agreement, except as expressly provided herein. The Water and Power Activity Enterprise shall have no power which adversely affects the status of the Water and Power Activity Enterprise for purposes of the application of TABOR. 13

- E. Taxes. In no event shall the Water and Power Activity Enterprise have the power to levy or assess any tax which is subject to TABOR or to direct the Authority or the Parties to exercise their taxing powers on behalf of the Water or Power Activity Enterprise..... 13
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- G. Contracts. All contracts relating to geothermal water or power activities shall be approved by the Governing Board and executed by Authority officers with the Authority as the contracting party. Any pre-existing contract relating to geothermal water or power activities shall be considered as having been approved by the Governing Board. All contracts relating to geothermal water or power activities shall be implemented and discharged by the Water and Power Activity Enterprise, unless otherwise provided by the Board of Directors. For all purposes under the Act and TABOR, this Agreement shall, without further action, be considered as a contract for service between the Parties and the Enterprise under which Water Services and Power Services will be provided to the Parties by the Enterprise, and the Parties will pay for such services in an amount not to exceed the costs of such services as determined, from time to time, by the Governing Board. 13
- H. Revenue. All revenue to the Authority or the Water and Power Activity Enterprise from the Project and for Water Services and Power Services, including rates, fees, tolls, charges, payments for services from the Parties, and all other income of the Authority or the Water and Power Activity Enterprise shall be collected, used, and expended for water or power activities as determined by the Governing Board in accordance with and as set forth in the fiscal budget of the Water and Power Activity Enterprise

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I.	Enterprise Fund. A Water and Power Activity Enterprise Fund shall be established to separately account for all revenue and expenditures of the Water and Power Activity Enterprise. The Water and Power Activity Enterprise shall prepare an annual budget and perform an annual audit which may be included in the budget or audit of the Authority. All budgets, reports, audits, and financial operations of the Water and Power Activity Enterprise shall conform to and be prepared in accordance with generally accepted accounting principles applicable to governmental (enterprise) units and other requirements of State law.....	14
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This PAGOSA AREA GEOTHERMAL WATER AND POWER AUTHORITY AGREEMENT (“Agreement”) is made and entered into by and between ARCHULETA COUNTY, a statutory county of the State of Colorado (“County”), and the TOWN OF PAGOSA SPRINGS, a home-rule municipality of the State of Colorado (“Town”), collectively referred to herein as “Parties.”

RECITALS

A. WHEREAS, Town is a home rule municipality and political subdivision of the State of Colorado organized and existing pursuant to Article XX of the Colorado Constitution and the Pagosa Springs Home Rule Charter of 2003 as amended on April 23, 2013; and

B. WHEREAS, Archuleta County is a statutory county and political subdivision of the State of Colorado organized and operating pursuant to Title 31, C.R.S.; and

C. WHEREAS, §29-1-204.2, C.R.S., authorizes municipalities and any other political subdivisions to establish a water authority; and

D. WHEREAS, §29-1-204, C.R.S., authorizes municipalities to establish power authorities; and

E. WHEREAS, §29-1-203, C.R.S., authorizes government to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each and §29-1-203(4) authorizes the establishment of a separate legal entity for such purposes; and

F. WHEREAS, §29-1-204(9), C.R.S., indicates the authority for municipal power authorities does not limit governments from entering into intergovernmental agreements to establish separate legal entities pursuant the §29-1-203, C.R.S.; and

G. WHEREAS, §29-12.5-101, C.R.S., authorizes any political subdivision, including municipalities and counties, to enter into Energy Performance Contracts to implement one or more energy saving measures including a utility cost savings measure; and

H. WHEREAS, §30-20-601.5 C.R.S. provides that inclusion of renewable energy production projects in county organized local improvement districts is a valid public purpose and in the public interest; and

I. WHEREAS, §30-11-107(1)(dd), C.R.S., authorizes a Board of County Commissioners to enter into installment purchase contracts or shared-savings contracts to finance energy conservation including the authority to enter into contracts for analysis and recommendations pertaining to energy savings measures; and

J. WHEREAS, §30-11-107(1)(ii), C.R.S., authorizes a county to budget for programs that support education and outreach on environmental sustainability including the explicit authority to finance capital improvements for certain renewable energy fixtures behind the meter; and

K. WHEREAS, §30-11-107(1)(jj), C.R.S., authorizes a county to encourage homeowners to participate in utility demand-side management programs; and

L. WHEREAS, the Rural Clean Energy Project Finance Program Act, Part 12, Article 20, Title 30, C.R.S. authorizes the County to approve financing for eligible clean energy projects, including geothermal energy projects, through private activity bonds payable solely by the applicant; and

M. WHEREAS, §30-11-107.3, C.R.S. authorizes the County to offer property tax or sales tax credits or rebates to residential or commercial property owners who install renewable energy fixtures; and

N. WHEREAS, §24-65.1-101(2)(b), C.R.S., encourages local governments to administer areas and activities of state interest which includes the use of geothermal resources for the commercial production of electricity; and

O. WHEREAS, the Parties have entered into that Geothermal Energy Development Agreement dated January 14, 2013 with Pagosa Verde, LLC for the initial exploration and drilling for geothermal resources (the "Development Agreement"); and

P. WHEREAS, Section 2 of the Development Agreement anticipates the County and Town forming a geothermal water and power authority prior to February 15, 2014 pursuant to the authority provided in Article XI, Section 2 and Article XVI, Section 18(2)(a), of the Colorado Constitution, and §§29-1-203 and 29-1-204.2, C.R.S.; and

Q. WHEREAS, initial testing performed by Pagosa Verde, LLC and the Colorado School of Mines have identified the possible location of a geothermal aquifer within the County; and

R. WHEREAS, the Parties anticipate developing a geothermal water and energy plant in partnership with Pagosa Verde, LLC, if sufficient geothermal resources exist (the "Geothermal Project"); and

S. WHEREAS, the Parties acting through the authority wish to ensure a source of geothermal electric power and energy and geothermal water that is reliable, cost-effective, sustainable, and environmentally responsible; and

S-I. WHEREAS, this document is entitled "Amended" because the original version as adopted by the Parties had a discrepancy in the provisions concerning "II

Governance 4. Compensation” and this Amended version reflects the meeting of the minds of the Parties.

NOW THEREFORE, the Parties do hereby agree as follows:

I. Creation of the Authority. The Parties hereby create a separate legal entity known as the Pagosa Area Geothermal Water and Power Authority (the “Authority”) which shall have the powers, authorities, duties, privileges, immunities, right and responsibilities of a public body politic and corporate and to provide the services authorized to the Town, the County, and water or power authorities organized and operating pursuant to §§ 29-1-204 and 29-1-204.2, C.R.S (“Water or Power Authority”).

A. Nature of the Authority. The Authority is a separate legal entity organized pursuant to §§29-1-203(4), 29-1-204 and 29-1-204.2, C.R.S. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to a Water or Power Authority, including but not limited to Parts 1, 5 and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting and auditing; and Part 4 of Article 6 and Part 2 of Article 72, and Article 10, Title 24, C.R.S., regarding open meetings, open records and governmental immunity. The Authority boundaries shall consist of the combined territorial boundaries of the Parties. To the fullest extent possible and as further provided herein, the Authority shall be deemed a TABOR enterprise jointly established by the Parties.

B. Principal Place of Business. The principal place of business of the Authority shall be at a location within the Town of Pagosa Springs, as established by the Authority Board of Directors.

C. Purposes. The purposes of the Authority are to:

1. Development Agreement. To carry out the obligations of the Parties under the Development Agreement related to the development of the Geothermal Project.

2. Geothermal Power Services. Provide all geothermal electric energy and geothermal water facilities, including but not limited to works, improvements, generating plants, transmission systems, wells, pipelines, equipment, structures, facilities, lands, and buildings, used or useful for the development, production, manufacture, storage, fabrication, processing, transportation or delivery of geothermal electric power, energy, heat and water, and all other real or personal property, tangible or intangible, reasonably necessary or incidental thereto (the “Geothermal Facilities”), services, and functions related to geothermal energy authorized to the Parties or a power authority operating pursuant to §29-1-204, C.R.S. (the “Power Services”) on behalf of the Parties, including the following:

a. To provide the geothermal electric power and energy requirements of the Parties and customers within and without the Authority's boundaries in a reliable, cost-effective and environmentally responsible manner; and

b. To engage in business activities related to the provision of geothermal electric services, which may include but are not limited to geothermal electric energy production, distribution and sale, investment in energy efficiency, renewable energy, demand side management, and associated communication systems, that the Board determines are in the public interest.

3. Geothermal Water Services. Provide all Geothermal Facilities, services, and functions related to geothermal water authorized to the Parties or a water authority operating pursuant to §29-1-204.2, C.R.S. (the "Water Services") on behalf of the Parties, including the following:

a. To provide the geothermal water requirements of the Parties and customers within the Parties' boundaries in a reliable, cost-effective and environmentally responsible manner; and

b. To engage in business activities related to the provision of geothermal water services, which may include but are not limited to geothermal water production, distribution and sale that the Board determines are in the public interest.

II. Powers of the Authority. To enable the Authority to carry out its functions and provide the services described hereinabove, the Authority shall have the following powers:

A. Geothermal Electric Energy. To develop geothermal electric energy resources, systems and Geothermal Facilities, and to produce, sell, transmit, exchange or otherwise dispose of geothermal electric energy and any of the geothermal waste or by-products therefrom in whole or in part for the benefit of the inhabitants of the Authority, or others at the discretion of the Authority Board of Directors.

B. Geothermal Water and Power Services. To develop geothermal water resources, systems and Geothermal Facilities, and to produce, sell, transmit, exchange or otherwise dispose of geothermal water and any of the geothermal waste or by-products therefrom, in whole or in part for the benefit of the inhabitants of the Authority, or others at the discretion of the Authority Board of Directors.

C. Sue. To sue, and to be sued, in its own name.

D. Seal. To have and use an Authority seal.

E. Adopt Bylaws, Rules and Regulations. To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.

F. Facilities. To acquire, purchase, lease (as lessor or lessee), construct, hold, manage, maintain, operate, equip, sell, assign, convey, mortgage, pledge, and otherwise dispose any legal or equitable interest in Geothermal Facilities.

G. Exercise Parties' Powers. To exercise any power lawfully authorized to each of the Parties.

H. Fix Fees, Rates and Charges. To fix, maintain and revise fees, rates and charges for functions, services, or Geothermal Facilities provided by the Authority in the manner provided by law.

I. Receive Contributions. To receive contributions, gifts, bequests, or other grants of cash, Geothermal Facilities, or services for the Authority, the Parties or other entities, individuals, or political subdivisions.

J. Apply for Grants. To apply for and receive grants in its own name.

K. Conduct Business. To conduct its business and affairs for the benefit of the Parties and their residents, property owners and visitors.

L. Condemnation. To the extent that such power is authorized to the Parties or a Water or Power Authority, to condemn property for public use, if such property is not owned by any public utility and devoted to such public use pursuant to state authority.

M. Engage Agents and Employees. To engage or employ agents, including, but not limited to, engineers, attorneys, architects, consultants, and employees.

N. Contract. To enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States or any political subdivision thereof, cities and towns in any adjoining state, and any individual, firm, association, partnership, corporation, or any other organization of any kind, and including contracts for the sale of geothermal electric energy to electric power generating, transmission and distribution companies.

O. Incur Debt. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services, or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge,

deed, indenture, agreement, or other collateral instrument, or by other lien upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenue and privileges of the Authority. No obligations of the Authority shall become an obligation of either Party without the express written consent of such Party. All debts, liabilities and obligations of the Authority shall be limited to or secured only to the extent of the Authority's assets. The Authority shall have no authority or power to levy or collect taxes of any kind.

P. Act as Agent. To act as agent on behalf of the Parties with regard to the functions and services described hereinabove, including with regard to the Development Agreement and the Project, and any existing contract and agreement between either or both of the Parties and any other party, including but not limited to the Development Agreement, to the extent permitted by law and the terms of such contracts and agreements.

Q. Custodians of Money. To deposit moneys of the Authority not then needed in the conduct of the Authority in any depository authorized in §24-75-603, C.R.S. For the purpose of making such deposits, the Authority's Board of Directors may appoint, by written resolution, one or more persons to act as custodians of the moneys of the Authority. Such persons shall give surety bonds in such amounts and form and for such purposes as the Board requires.

R. Cooperate. To own, operate and maintain real and personal property and facilities in common with others, as permitted by laws, and to conduct joint partnerships, cooperative efforts, or other operations with others and to exercise all of the powers granted in this Agreement in joint partnership or cooperative efforts and operations with others.

S. Adding Parties. To permit other municipalities, special districts, or political subdivisions of the State of Colorado that are authorized to provide Geothermal Facilities, Power Services or Water Services to enter into the Agreement at the discretion of the Authority's Board of Directors, subject to fulfilling any and all conditions or requirements of this Agreement, except that rates need not be uniform between the Authority and the Parties.

T. Indemnification of Property Owners. To justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorneys' fees, or that may subsequently be caused by, or which result from actions of the Authority.

U. Other Powers. To exercise any other powers which are reasonably necessary to the provision of Geothermal Facilities, Power Services or Water Services.

III. Governance.

A. Board of Directors of the Authority. The governing body of the Authority shall be the Board of Directors, in which all administrative and legislative power of the Authority is vested.

1. Number. The Board of Directors shall be comprised of seven (7) Directors. Each Director shall be entitled to cast one vote on any matter that comes before the Board.

2. Appointment. The governing body of each Party shall appoint three (3) Directors to the Board of Directors. Each Director appointed by a Party shall serve at the pleasure of the governing body of the Party by whom the Director is appointed. The six (6) Directors appointed by the Parties shall appoint a seventh (7th) Director, who shall be an eligible elector of one of the Parties and shall serve for a two (2) year term coinciding with the calendar year, unless removed for any or no reason by a unanimous decision of the Directors appointed by the Parties.

3. Vacancies. A position of Director on the Board of Directors shall be deemed vacant upon the resignation, death, removal by the appointing governing body, or disability of any such Director; and in the case of the Director appointed by the other Directors, no longer being an eligible elector of either Party. A vacancy on the Board of Directors shall be filled in the same manner as appointment of a Director as hereinabove provided.

4. Compensation. Directors shall not receive compensation ~~for their services, but~~ by the Authority for their services but may be compensated by the governing body (eg Town or County) that appointed them to the Authority Board of Directors. Notwithstanding anything to the contrary herein. Directors may be reimbursed their actual expenses for attendance at meetings of the Board of Directors and for expenses otherwise incurred on behalf of the Authority.

5. Decisions. Decisions of the Board may be made only at a regular or special meeting, called upon notice as required herein, at which a quorum is present. Except as otherwise expressly provided herein or required by law, decisions of the Board of Directors shall be made by a majority of the total Directors.

B. Meetings.

1. Meetings. The Board of Directors shall hold not less than one meeting each year within the first 120 days of each year to elect officers, to pass upon reports for the preceding fiscal year, and to transact such other business as may come before the meeting.

a. Regular Meetings. The Board of Directors may provide for the time and place for the holding of regular meetings by resolution without notice to Directors other than the resolution adopting the meeting schedule.

b. Special Meetings. Special meetings of the Board of Directors may be called by the Chair or any two (2) Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board of Directors shall be held at such time and place as shall be fixed by the Chair or Directors calling the meeting.

2. Location. Meetings shall be held at such location as designated by the Board of Directors or Board bylaws.

3. Quorums. A quorum for the conduct of business at meetings of the Board of Directors shall be a simple majority of the Directors. If less than a quorum is present, the Directors present may adjourn the meeting from time to time, provided further, that the Secretary shall notify any absent Directors of the time and place of such adjourned meeting.

4. Notice. Except in the case of an emergency, all meetings shall be subject to notice requirements of Part 4, Article 6, Title 24, C.R.S., and written notice of any special meeting of the Board of Directors shall be delivered to each Director not fewer than three (3) days before the date fixed for such meeting, either personally, by facsimile, by e-mail, or by mail, by or at the direction of the Secretary, or upon the Secretary's default, by the person calling the meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Director at the Director's address as it appears on the records of the Authority, with first-class postage thereon prepaid.

5. Waiver of Notice. Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board of Directors shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly convened.

C. Duties of the Board. The duties of the Board of Directors shall be:

- Authority.
1. Governance. To govern the business and affairs of the
 2. Powers. To exercise all powers of the Authority.

3. Policy. To set policy related to planning and future direction and expansion of Authority.

4. Statutory Compliance. To comply with statutes applicable to a Water or Power Authority.

5. Funds. To invest the funds of the Authority.

6. Finances. To govern the financial transactions of the Authority, including the receipt, custody and disbursement of its funds, securities and other assets.

7. Accounting. To provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Authority, and to report thereupon to the Board of Directors.

8. Records. To keep records of the Authority's proceedings.

9. Bylaws. To adopt such by-laws as appropriate for the conduct of its business not in conflict herewith.

D. Officers The officers of the Authority shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board of Directors from time to time, to perform such duties as may be approved by the Board of Directors. The Chair, Vice-Chair and Treasurer shall be members of the Board of Directors, but the other officers of the Authority need not be members of the Board.

1. Appointments and Term of Office. The members of the Board of Directors shall appoint officers who shall serve as officers of the Authority at the pleasure of the Board of Directors. Officers shall be appointed annually by the Board of Directors as set forth in the Authority's Bylaws. Vacancies or appointment of new officers may be filled at any meeting of the Board of Directors.

2. Removal. Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Authority will be served thereby.

3. Duties. In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:

a. Chair. The Chair shall be a member of the Board of Directors and preside at all meetings of the Board of Directors and, except as otherwise delegated by the Board of Directors, shall execute all legal instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be a member of the Board of Directors and, in the absence of the Chair or in the event of his inability or refusal to act, shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

c. Secretary. The Secretary need not be a member of the Board of Directors and shall maintain the official records of the Authority, including this Agreement, by-laws, rules and regulations established by the Board of Directors, minutes of the meetings of the Board of Directors, and a register of the names and addresses of the Directors and officers, and shall issue notices of meetings and attest and affix the corporate seal to all documents of the Authority. A separate recording secretary and records custodian may be appointed by the Board of Directors for taking and preparing meeting minutes and keeping and maintaining the official records of the Authority.

d. Treasurer. The Treasurer shall be a member of the Board of Directors and shall keep or cause to be kept, strict and accurate accounts of all money received by and disbursed for and on behalf of the Authority. The accounting function shall be provided by Authority personnel or independent contractor under the supervision of the Treasurer, and shall be reviewed at least quarterly by the Board of Directors.

e. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual. If the person performing the duties of Secretary is not a member of the Board of Directors, such person may receive such compensation as is deemed appropriate by the Board of Directors.

4. Bonds of Officers. The Treasurer and any other officer, employee, or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board of Directors shall determine. The Board of Directors, in its discretion, may also require any other officer, agent or employee of the Authority to give a bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense of the Authority.

E. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act, Article 10, Title 24, C.R.S.:

I. Defense Costs. Each Director, officer, agent, employee, and volunteer of the Authority, whether or not then in office and his/her personal representatives shall be indemnified by the Authority against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any allegation, action, suit, or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment, unless:

a. Outside Scope of Duties. It is determined by a court that the act or omission in question did not arise during the performance of his duties and within the scope of his employment or that the act or omission of such employee was willful and wanton (and if it is so determined, such person will be required to reimburse the Authority for its reasonable costs and reasonable attorney fees incurred in the defense of such person); or

b. Settlement without Consent. The person in question compromises or settles the claim without the consent of the Authority.

2. Settlement with Consent. Such costs and expenses shall include amounts reasonably paid, with the consent of the Authority, in settlement for the purpose of curtailing the cost of litigation.

3. Non-Exclusive Rights. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

F. Execution of Contracts. Except as otherwise provided by law, the Board of Directors may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

IV. Financial.

A. Negotiable Instruments. All checks, drafts or other orders for payment of money shall be issued in the name of the Authority, and in such manner as, from time to time, shall be assigned to the Authority upon execution of this Agreement, if retained by the Authority at the time of termination shall immediately be returned to the Party that assigned them to the Authority, and be determined by motion of the Board of Directors, except that all notes, bonds, or other evidences of indebtedness shall be issued by resolution.

B. Revenue Bonds. The Authority is authorized to issue bonds, notes, or other obligations secured by its Geothermal Power Services and Water Services revenues pursuant to the terms, conditions and authorizations contained in §§29-1-204(7) and 29-1-204.2(7), C.R.S.

C. Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks or other financial institutions as the Board of Directors may select.

D. Fiscal Years. The fiscal year of the Authority shall be January 1 through December 31.

E. Debt Not That of Parties. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties, unless provided by written consent of the Parties in compliance with law.

F. Funds. The Parties shall deposit in the Authority's account all funds in the amounts and at the times required by the Development Agreement, and as otherwise necessary to fund the Geothermal Project and the operations of the Authority.

G. Assets and Properties. All Geothermal Facilities and assets of the Authority shall be held in trust for the purposes herein mentioned, including the payment of the liabilities of the Authority.

V. Enterprise.

A. Water and Power Activity Enterprises Activities and Facilities. The Parties hereby establish the Authority as a Water and Power Activity Enterprise in conformance with the provisions of Article 45.1, Title 37, C.R.S. ("Act"), in order to exclude the Water and Power Activity Enterprise from the provisions of Section 20, Article X of the State Constitution ("TABOR"). All authorities and obligations of the Authority set forth in this Agreement shall be carried out through the Water and Power Activity Enterprise. The Water and Power Activity Enterprise itself shall be wholly owned by the Parties

B. Multiple Enterprises. The Board of Directors may, from time to time, establish or restructure the Water and Power Activity Enterprise as two (2) or more separate enterprises, remove certain activities from the Water and Power Activity Enterprise, or establish other water or power activity enterprises to carry out the purpose of this Agreement and the establishment of the Authority (the Water and Power Activity Enterprise and any such separate or other enterprises established by the Board being collectively referred to as the "Water and Power Authority Enterprise").

C. Governing Board. The Board of Directors of the Authority shall be the Governing Board ("Governing Board") of the Water and Power Activity Enterprise. The Governing Board shall conduct the business of the Water and Power Activity Enterprise in the same manner and follow the same procedures as the Board of Directors of the Authority. All public business of the Water and Power Activity Enterprise shall be conducted only during regular or special meetings of the Board of Directors at which a quorum is present. The record of proceedings of the Governing Board may be incorporated into the minutes of the Board of Directors of the District. No additional oaths, bonds, or other qualifications shall be required of the Governing Board. All actions of the Governing Board shall be considered as the actions and business of the Water and Power Activity Enterprise undertaken by the Board of Directors acting as the Governing Board of the Water and Power Activity Enterprise. All business of the Water and Power Activity Enterprise and actions of the Governing Board shall be governed by

and made subject to all requirements, privileges, immunities, protections, limitations, and other provisions of law.

D. Powers. The Governing Board of the Water and Power Activity Enterprise may, without limitation, exercise the Authority's legal authority relating to the Development Agreement, the Project, the Power Services and the Water Services or otherwise available to any enterprise, except as expressly provided herein. Such authority shall include all powers set forth in the Act and those powers set forth in statutes and Charter applicable to the County and Town, which are consistent with the authorities of an enterprise under the provisions of TABOR and are necessary to operate the Water and Power Activity Enterprise, including, but not limited to, the power to issue or reissue bonds, notes, or other obligations payable from revenues derived or to be derived from the Project or the provision of Power Services and Water Services and to set rates, fees and charges for the same. The powers and authorities specifically conferred herein shall not modify, limit, or restrict the powers conferred by this Agreement, except as expressly provided herein. The Water and Power Activity Enterprise shall have no power which adversely affects the status of the Water and Power Activity Enterprise for purposes of the application of TABOR.

E. Taxes. In no event shall the Water and Power Activity Enterprise have the power to levy or assess any tax which is subject to TABOR or to direct the Authority or the Parties to exercise their taxing powers on behalf of the Water or Power Activity Enterprise.

F. Grants. The Water and Power Activity Enterprise shall not accept or receive any revenue in Grants (as defined in the Act) from the Parties, State or any local governments, unless expressly authorized by the Board of Directors. The purpose of this provision is to prevent without the Authority's knowledge the disqualification in any year of the Authority or any of its operations from classification as an enterprise under TABOR.

G. Contracts. All contracts relating to geothermal water or power activities shall be approved by the Governing Board and executed by Authority officers with the Authority as the contracting party. Any pre-existing contract relating to geothermal water or power activities shall be considered as having been approved by the Governing Board. All contracts relating to geothermal water or power activities shall be implemented and discharged by the Water and Power Activity Enterprise, unless otherwise provided by the Board of Directors. For all purposes under the Act and TABOR, this Agreement shall, without further action, be considered as a contract for service between the Parties and the Enterprise under which Water Services and Power Services will be provided to the Parties by the Enterprise, and the Parties will pay for such services in an amount not to exceed the costs of such services as determined, from time to time, by the Governing Board.

H. Revenue. All revenue to the Authority or the Water and Power Activity Enterprise from the Project and for Water Services and Power Services, including rates, fees, tolls, charges, payments for services from the Parties, and all other income of the Authority or the Water and Power Activity Enterprise shall be collected, used, and expended for water or power activities as determined by the Governing Board in accordance with and as set forth in the fiscal budget of the Water and Power Activity Enterprise adopted pursuant to law. Rates for Water Services and Power Services and facilities provided by the Water and Power Activity Enterprise shall be established by the Governing Board, and collected and enforced in accordance with State law. No revenue or spending of the Water and Power Activity Enterprise shall be subject to TABOR.

I. Enterprise Fund. A Water and Power Activity Enterprise Fund shall be established to separately account for all revenue and expenditures of the Water and Power Activity Enterprise. The Water and Power Activity Enterprise shall prepare an annual budget and perform an annual audit which may be included in the budget or audit of the Authority. All budgets, reports, audits, and financial operations of the Water and Power Activity Enterprise shall conform to and be prepared in accordance with generally accepted accounting principles applicable to governmental (enterprise) units and other requirements of State law.

J. Miscellaneous. Nothing set forth in this Resolution shall be construed to limit the authority of the Governing Board or the Water and Power Activity Enterprise to utilize other policies or procedures for operating or continuing the Water and Power Activity Enterprise in conformance with the Act and TABOR, except as otherwise expressly provided herein. It is the intent of the Parties to establish the Water and Power Activity Enterprise in conformance with the provisions of the Act and TABOR according to the most reasonable interpretations thereof. If any term, section, or provision of this Section V. shall be determined to be invalid or in violation of the enterprise qualification provisions of TABOR or the Act, the invalidity or disqualification of such provision shall not affect any of the remaining provisions of this Section. This Agreement shall remain in effect, whether or not the Water and Power Activity Enterprise currently qualifies as an enterprise pursuant to TABOR.

VI. Term and Termination.

A. Term. This Agreement shall become effective immediately upon execution by both Parties. The term of this Agreement shall be unlimited, and shall extend until terminated as provided herein.

B. Termination. This Agreement may be terminated effective January 1 of any year following written notice not less than twelve (12) months in advance of such date, or at any time by written agreement by the Parties.

C. Payments Subject to Annual Appropriations. Any payments due from the Parties herein are subject to annual appropriations by the Party from which payment is due, so as to avoid creation of a multiple fiscal year financial obligation without voter approval in violation of TABOR. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, unless otherwise consented to by the other Party this Agreement shall terminate as of January 1 of the year in which such payment is due.

D. Distribution on Termination. In the event of the termination of this Agreement and the dissolution of the Authority, all assets assigned by the Parties to the Authority for its use as the commencement of this Agreement shall, to the extent they are still held by the Authority, shall be returned to the assigning Party subject to any outstanding liens, mortgages or other pledges, and reasonable wear and tear. Assets otherwise acquired by the Authority shall be liquidated and conveyed to each Party in proportion to the total amounts paid by such Party to the Authority during the term of this Agreement and the value of any assets assigned by such Party to the Authority which are not returned to such Party. The Parties may, however, otherwise provide by agreement for disposition of any and all interests of the Authority to any successors to the Authority, or for any alternative disposition among the Parties.

VII. Miscellaneous.

A. Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Parties at the following addresses, unless another address is certified to the Authority:

To the County:

Archuleta County
P.O. Box 1507
449 San Juan St.
Pagosa Springs, CO 81147

To the Town:

Town of Pagosa Springs
Attn: Town Manager
Post Office Box 1859
Pagosa Springs, CO 81147

B. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

C. Existing Agreements. This Agreement shall not terminate any existing agreement of either Party, except that upon the execution of this Agreement the interests and obligations of the Parties in the Development Agreement and the Project shall automatically and without the need for further action be transferred to the Authority.

D. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any Party, person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

E. Amendments. This Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Parties; provided, however, that such amendment will not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

F. Duplicate Originals. This Agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the ____ day of _____, 2014.

ARCHULETA COUNTY

By: _____

Date: _____

Attest:

TOWN OF PAGOSA SPRINGS

By: _____
~~Ross Aragon~~ Don Volger, Mayor

Date: _____

Attest:

April Hessman, Town Clerk



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

- I. CALL MEETING TO ORDER**
- II. APPROVAL of MEETING MINUTES FROM JULY 17, 2014**
- III. PUBLIC COMMENT – *Please sign in to make public comment***
- IV. NEW BUSINESS**
 - 1. Resolution 2014-02, Goodman Variance Request**
- V. OLD BUSINESS**
 - 1. TOWN/PAWSD Pipeline Update**
 - 2. Geothermal Repairs Update**
- VI. NEXT BOARD MEETING AUGUST 21, 2014 AT 12:00PM**
- VII. ADJOURNMENT**



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 MINUTES
THURSDAY, JULY 17, 2014
Town Hall Council Chambers
12:00 P.M.**

- I. **CALL MEETING TO ORDER** – Board President Volger, Board Member Alley, Board Member Bunning, Board Member Egan, Board Member Lattin, Board Member Patel, Board Member Schanzenbaker
- II. **APPROVAL of MEETING MINUTES FROM JUNE 19, 2014** – The minutes were approved as read.
- III. **OLD BUSINESS**
 1. **PAWSD/Pipeline Update** – Easements on Phase 2 portion of the project continues. Work continues on both pump stations with concrete pours continuing. The pipeline installation continues easterly from pump station #2 and is approaching Trujillo Road. Work on the gravity line from south 5th street down to pump station #1 should begin soon with anticipation of completion before the school year begins to avoid traffic issues there. LPEA said excavation of the power line will not begin until the gravity sewer line is complete at the request of the contractor as both jobs are in close proximity to each other. The Pagosa Skyrocket surveying was completed within deadline.
 2. **Phase 1 Sewer Forcemain Realignment Change Order** – A change order from Bartlett and West for the Quintana property realignment has received and approved by staff.
- IV. **DEPARTMENT HEAD REPORT**
 1. **District Report** - All cleaning and televising of the collection system is complete for this year. The owners of the Fireside Inn east on highway 160 are interested in connecting to the system. They are researching financing and staff anticipates adding 16 ERT's to the system in the next 60 days. Staff has submitted the Water Pollution Control Revolving Fund (WPCRF) survey for a total of over 6 million dollars over the next several years according to our capital improvement plan. There is no promise of funding at this time but completing the survey is the first step in the application for funding process. The average daily effluent flow rate for June was .203 million gallons per day which represents 41% of our capacity. The organic capacity is at 18%. The Chamber of Commerce lift station was ordered in late June with the cost being \$46,820 for the lift station itself. Additional costs for the project will include a flow meter and choosing a contractor through the competitive RFP process, and engineering. A September or October completion date is anticipated. Geothermal parts have been installed at the middle school property and the school district is in the process of making their repairs. Staff has submitted the Water Pollution Control Revolving Fund Wastewater Eligibility Survey for 2015 for the town's geothermal heating facility. This building and system is over 30 years old and if funding could be found to bring it up to date, a much more efficient facility and service to the geothermal customers would result, the request amounted to over \$946,000. Staff is

ordering parts to fix the leak under the geothermal building. Board Member Egan thanked the town staff for their help with the 1st Street flooding.

- V. APPROVAL OF JUNE FINANCIAL STATEMENT AND ACCOMPANYING PAYMENTS** – Board Member Bunning moved to approve the June financial statement and accompanying payments, Board Member Lattin seconded, unanimously approved.
- VI. NEXT BOARD MEETING AUGUST 5, 2014 AT 5:00PM**
- VII. ADJOURNMENT** – Upon motion duly made, the meeting adjourned at 3:05pm.



AGENDA DOCUMENTATION

NEW BUSINESS:IV.1

PAGOSA SPRINGS SANITATION BOARD OF DIRECTORS
AUGUST 5, 2014

FROM: GENE TAUTGES, SANITATION SUPERVISOR

PROJECT: RESOLUTION 2014-02, VARIANCE FROM PSSGID RULES AND REGULATIONS
ACTION: REVIEW, DISCUSS, POSSIBLE ACTION

BACKGROUND

Haley Goodman is the owner of record at 200 County Road 411, aka Cemetery Road. (See attached map). This property is within the service boundaries of the Pagosa Springs Sanitation General Improvement District (PSSGID) and is therefore bound by its Rules and Regulations.

This property is bordered on the south by extremely steep topography, on the west by unserved property, and on the north and east by Cemetery Road. There is no easily accessible sewer main line for this property to tie in to without going through the expense of a main line extension. The owner is requesting to be allowed to tap into the existing 4" sewer service line at 101 County Road 411 which currently is occupied by Dr. Yost as a vet clinic. County records show that property is owned by Pagosa Property Management LLC. The variance being requested is based on the following section from the Rules and Regulations. (Emphasis added)

6.2.3) Multiple Taps (Other Than a Subdivision). More than one tap may be purchased from the District if the purchase is for use on dwellings and structures that do not fall into the subdivision category. The determination of the limit on the number of taps that {00208835.DOC / 3}PSSGID RULES AND REGULATIONS 4/16/2013 Page 38 of 86 shall be sold to any given location without that location being deemed a subdivision shall be made by the District.

*Each tap purchased must be connected to the District lines separately. **In no case will two dwellings or structures be allowed to connect to the District lines by one tap.***

The procedure to be followed regarding a variance from the Rules and Regulations is as follows:

1.12 Variances

The District reserves the right to waive or modify the provisions of these Rules and Regulations at its sole discretion. Any person seeking a variance of a provision of the Rules and Regulations shall have the burden of proving that the operation of such a provision would cause undue hardship, or should not be applied to the person for another justifiable reason, and such variance shall not endanger the health, safety and welfare of the residents and inhabitants of the District. The Board's decision to grant or to deny the variance shall be final and conclusive.

The information provided by the applicant, Haley Goodman, to fulfill the requirements of section 1.12 of the rules and regulations is attached.

Staff has no concerns regarding the allowance of this connection but offers the following suggestions.

1. Written permission to tie into the private line at 101 County Road 411 should be required from the owner of record of that property.
2. The 4" private sewer service line will remain under private ownership until its intersection with the Juanita Street road right of way. Extremely long service lines should not be owned or maintained by the PSSGID.

ATTACHMENTS

Haley Goodman map

Haley Goodman variance request letter

Resolution 2014-02

DISCUSSION

It is the recommendation of the Town Manager/PSSGID Manager, and the Sanitation Supervisor, that the Board by Motion:

Approve Resolution 2014-02, a Resolution approving a variance from section 6.2.3 the Pagosa Springs Sanitation Special Improvement District Rules and Regulations, allowing Haley Goodman to tie into the 4" privately owned sewer service line at 101 County Road 411. This approval requires written permission from the owner of record of 101 County Road 411 and also requires that ownership and maintenance of this line remains private until its intersection with the Juanita Street road right of way.

Or

Deny Resolution 2014-2 and direct staff.

PAGOSA SPRINGS SANITATION GENERAL IMPROVEMENT DISTRICT

RESOLUTION NO. 2014-02

**A RESOLUTION ALLOWING A VARIANCE FROM THE PAGOSA SPRINGS
SANITATION GENERAL IMPROVEMENT DISTRICT (PSSGID) RULES AND
REGULATIONS FOR PROPERTY LOCATED AT 200 COUNTY ROAD 441**

WHEREAS, the Pagosa Springs Sanitation General Improvement District (“District”) Rules and Regulations were duly adopted and approved by the Board of Directors on November 18, 2010, and at Section 6.2.3 prohibits connecting a service line to an existing service line already serving another structure; and

WHEREAS, Hayley Goodman (“Applicant”) has requested a variance from Section 6.2.3 of the District Rules and Regulations for property located at 200 County Road 411 (the “Property”), due to financial hardship; and

WHEREAS, To require the Property to connect to the District’s mainline would involve installing a service line through topography and geology or property owned by other property owners that would be financially prohibitive, while at the same time there exists an underutilized four inch (4”) service line (the “Adjacent 4” Service Line”) that connects property located at 101 County Road 411 (“Adjacent Property”) to the District’s mainline, that could be utilized with the consent of its owner and with a variance from Section 6.2.3. of the Rules and Regulations; and

WHEREAS, Applicant has stated that not being able to connect the Property to the Adjacent 4” Service Line would be an undue hardship on her home project and such variance would not endanger the health, safety and welfare of the residents and inhabitants of the District; and

WHEREAS, Section 1.12 of the Rules and Regulations allows the Board of Directors to allow a variance as long as certain requirements are met; and

WHEREAS, the applicant has fulfilled all of those requirements; and

WHEREAS, staff has no objection to the granting of the variance as long as two (2) requirements are incorporated into the variance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Pagosa Springs Sanitation General Improvement District (PSSGID), as follows:

1. **Findings of Fact.** The granting of the requested variance is justified due to undue financial hardship that would be associated with installing a separate service line

and tap to serve the Property because of its location, the topography and geology between the Property and the District's mainline, and intervening property ownership; based on the imposition of conditions contained herein, the granting of the variance will not endanger the health, safety and welfare of others.

2. **Issuance of Variance.** A single variance is issued to allow one (1) single family residence to be located on the Property to be connected to the District's mainline by connecting to the Adjacent 4" Service Line. This variance is associated with and shall run with the Property, is not personal to the Applicant, and may not be transferred separate from the Property. The service line to be connected pursuant to this variance and the Adjacent 4" Service Line shall remain subject to all other Rules and Regulations of the District. This variance shall automatically expire upon failure to install and connect a service line connecting to the Adjacent 4" Service Line within one (1) year from the date of this Resolution, or the subsequent disconnection of the Property from the Adjacent 4" Service Line.

3. **Requirements. As a condition of the granting of this variance:**

a. The Applicant shall obtain written permission, in a form acceptable to the District, to connect the Property to the Adjacent 4" Service Line, and shall provide the District with a copy of the same.

b. The service line to be constructed and connected pursuant to this variance, and the Adjacent 4" Service Line shall remain personal property of the owners of the Property and the Adjacent Property for their entire length going downstream until the point they connect to the District's mainline within the right of way of Juanita Street.

4. **Public Inspection.** A copy of this Resolution is available for public inspection at the offices of the Town Clerk.

5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the Pagosa springs Sanitation General Improvement District.

6. **Severability.** 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.

_____ MOVED, SECONDED AND ADOPTED this 5th day of August, 2014 by a vote of _____ for and _____ against.

Pagosa Springs Sanitation General
Improvement District

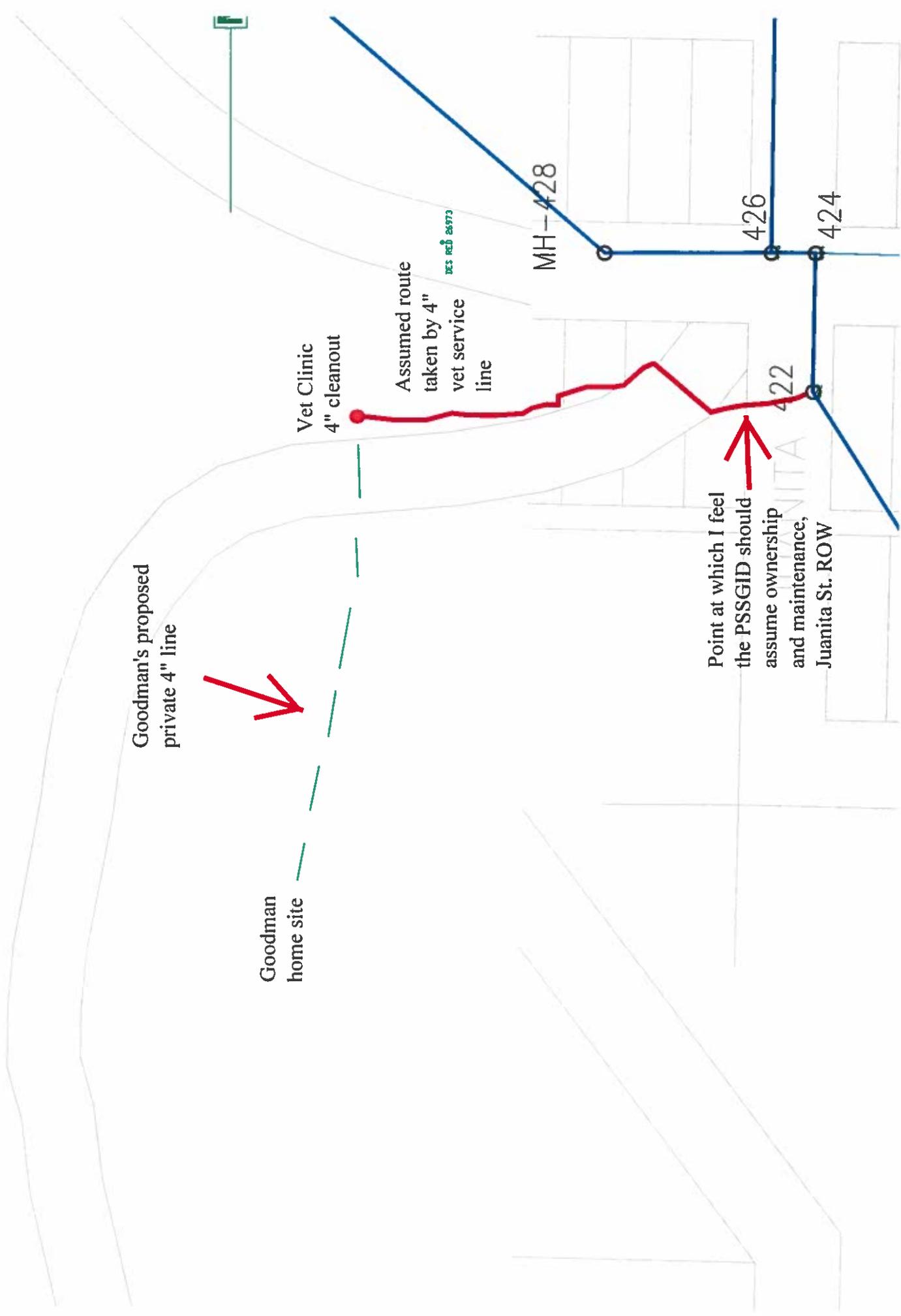
By: _____
Don Volger, Board President

Attest:

April Hessman, Secretary

I hereby certify that the above Resolution was introduced to and approved by the Pagosa Springs Sanitation General Improvement District at its meeting of August 5, 2014.

By: _____
April Hessman, Secretary



MH-428

426

424

422

Vet Clinic
4" cleanout

Assumed route
taken by 4"
vet service
line

RES REC 26973

Goodman's proposed
private 4" line

Goodman
home site

Point at which I feel
the PSSGID should
assume ownership
and maintenance,
Juanita St. ROW

Pagosa Springs Sanitation District,

I am asking you to consider granting a waiver for me to hook on to a 4-in sewer line directly across from Cemetery Road. I am building a home on top of the hill adjacent to the vet clinic and it is significantly closer than my other option for a sewer line. This is a sewer line that is currently being used by the Pagosa Veterinary Clinic owned by Dr. Yost. Not being granted this waiver would be an undue hardship on my home project. The line's current use is for the veterinary clinic rather than a restaurant or apartment complex and I don't see that changing in the foreseeable future. That being said, there is no issue of endangering the health, safety and welfare of others, in my opinion. I hope this waiver can be granted.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Hayley Goodman".

Hayley Goodman

(970) 946-5468



AGENDA DOCUMENTATION

OLD BUSINESS: V.1

PAGOSA SPRINGS SANITATION BOARD OF DIRECTORS
AUGUST 5, 2014

FROM: GENE TAUTGES, SANITATION SUPERVISOR

PROJECT: TOWN/PAWSD PIPELINE UPDATE
ACTION: DISCUSSION

Town/PAWSD Pipeline Update

A bimonthly construction meeting was held on 7/23/14 and the following was discussed:

1. Three items were mentioned that were time sensitive. A property owner requested that his driveway be repaired in the next couple of weeks. Archuleta County reminded everyone that the road repairs must be completed as soon as possible and were behind schedule based on what had been mentioned previously. It was also mentioned that the batch plant had technical issues and had to shut down for a couple of weeks. Alpine Cascade has requested that all work on their affected property including re-vegetation be completed no later than August 15/2014 as they will be moving cattle in. The contractor thought that would not be a problem.
2. There are 2 proposed change orders (PCO) in the queue both regarding the phase 2 locations on Bristlecone and Mariposa streets. Requests for information are being researched as of 7/23/14.
3. According to the Project Manager, there are currently 2 deductive change orders (CO) which will be deducted from the contractor's contract amount.
 - a. CO #1 in the amount \$43,022.14 for power at pump station #1 in phase 1
 - b. CO #2 (in phase 2) will include the following deductive amounts, and will be processed as soon as the County bills PAWSD for the Dichoso costs;

Total C02 ±\$31,436.61

- Relocation of LS2-\$9,856.00
 - LS2 electrical costs-\$13,263.09 (Costs to date. Balance to be determined at time of meter set request).
 - PAWSD standby time and equipment for 6/25/14 at LS18, \$700.72
 - Dichoso County labor ±\$7,116.80
 - 5 year weed treatment for uncertified straw \$500.00 quoted by PLPOA
4. No revisions to the constructions schedule have been submitted so the contract date for project completion remains the fall of next year.

Respectfully submitted,
Gene Tautges, Sanitation Supervisor