



**Board of Directors Regular Meeting
March 9, 2023 6pm
Pagosa Lakes Administration Building
AGENDA**

- 1. 6:00 pm Call to Order**
- 2. Verification of Quorum by Board Secretary**
 - a. Approval of Agenda
- 3. Approval of the minutes**

February 9, 2023 Regular Meeting of the Board
- 4. Owner/Member comments (individual comments are limited to three (3) minutes)**
- 5. Staff Reports:**
 - a. General Manager's Report
 - b. Treasurers Report
 - c. Department of Property & Environment Report
 - d. Department of Recreation Amenities Report
 - e. Department of Community Standards Report
 - f. Lifestyle Report
- 6. There are 2 Lot Consolidations and 1 UN-Consolidation for review**
- 7. Committee Reports:**
 - a. ECC Liaison Report February 2023 Meeting Minutes
 - b. Parks and Trails Committee
 - c. Recreation Committee
- 8. Unfinished Business**
 - a. Strategic Plan Update & Owner Survey (linked to current strategic plan that is up for review)
- 9. New Business**
 - a. Water Tank Easement Agreement
 - b. Pine Needle Pick-up Contract
 - c. County / PLPOA Joint Sessions
 - d. Fire Mitigation Work for 2023
 - e. Mailbox Improvement Update
- 10. Owner/Member comments (individual comments are limited to three (3) minutes)**
- 10. Adjournment**



PAGOSA LAKES

PROPERTY OWNERS ASSOCIATION

Board of Directors Regular Meeting

February 9, 2023 6pm

Pagosa Lakes Administration Building

MINUTES

Board Attendees: Dan Mayer; President via ZOOM
Lars Schneider, Vice President
Danny Musgrove, Secretary
Patrick Donovan, Treasurer
Directors: Mike Perez, Chris Tanner, Monte Whitman

Staff: Allen Roth, GM
Katie Benoit, CT Larry Lynch, DPE Mgr
Ryan Graham, RA Mgr
Jen Pitcher, Lifestyles
Candace Selk Barnes, Recording Secretary

Owners/Guests: K. Crawford, T. Gallegos, M & B Crowe, L. Henrich, L Ballard, A. Marie via Zoom: T. Frank, E. Cowling, J. Dykstra, J. Rivas, P. Thomas

1. **6:08 pm Call to Order by President Mayer with reminder no audio or video recording is allowed.**
2. **Verification of Quorum by Board Secretary Musgrove**
3. **Approval of Agenda - *Motion to approve Agenda with addition to 9. New Business b. Habitat lot transfer fees by Schneider, 2nd by Musgrove. Unanimous.***
4. **Approval of the minutes - *Motion to approve the January 12, 2023 Regular Meeting of the Board Minutes by Donovan, 2nd by Whitman. Unanimous.***
5. **Owner/Member comments: NONE**
6. **Staff Reports:**
 - a. General Manager's Report – stands as submitted by A Roth GM
 - b. Treasurers Report presented by Donovan and Benoit: Treasurer Donovan explained four (4) CD's are maturing in February and the recommendation of the Investment Committee is to rollover all four (4) into 3-month CD's with Edward Jones.
Motion to reinvest CD's per recommendation of the Investment Committee by Schneider, 2nd by Perez. Unanimous.
Benoit explained the several assessment payment options available to owners on Vantaca.
 - c. Department of Property & Environment Report – as submitted by DPE Mgr. Lynch shared additionally that he has ordered fish for spring stocking and unfortunately the price has increased about 10% from last year. The recent Ice Fishing Tournament was a huge success with over 100 participants.
 - d. Department of Recreation Amenities Report – as submitted by Graham RA Mgr. – Owners very excited with new equipment.
 - e. Department of Community Standards Report by Roth GM – as submitted by Cramer DCS Mgr.
 - f. Lifestyle Report as submitted by J. Pitcher Lifestyles Coordinator- New Owners Gathering coming up, several new classes at clubhouse, and the Seeds to Supper 8-week workshop has begun with 3 separate classes. Director Perez suggested that Board Committee members attend Owners gathering to encourage new owner involvement.
7. **There is 1 Lot Consolidation for review – discussion the property has regarding 2023 Assessments due.**
Motion to approve lot consolidation by Schneider, 2nd by Whitman. Unanimous.
8. **Committee Reports:**
 - a. ECC Liaison Report January 2023 Meeting Minutes by Musgrove Board Liaison who shared that in 2022, 69 single family residences were approved, and 961 total applications were processed by Department of Community Standards following ECC approval.
Motion to accept ECC Committee Report by Donovan, 2nd by Perez. Unanimous.

9. Unfinished Business

- a. Proposal for Archery Range – update by GM Roth and Wolf Creek Gun & Bow Association (WCGBA) representative J. Dykstra via Zoom. Dykstra shared that they have applied for a grant for \$89K and a large portion of the funds will be used to meet county regs for paved driveway off Trails and some parking spaces to meet ADA wheelchair accessibility. Donovan asked for clarification of Art IV. Section IV of lease agreement regarding additional use approval. Roth and Pitcher explained process for Special Event authorization. Mayer disclosed once again (as in previous BOD meetings) that he and Donovan are both founding members of the WCGBA, and the board agreed once again that there is no conflict of interest.

Motion to approve the WCGBA lease as is by Whitman, 2nd by Schneider. Unanimous.

- b. Strategic Plan Update- update by GM Roth who shared that Mayer had submitted changes and he encouraged other BOD members to do the same, a Work Session was scheduled for Tuesday, February 21, 2023, commencing at 5:30 pm, Whitman is unable to attend but will submit any changes prior to work session. Mayer reminded all that the current Strategic Plan is available for viewing by owners et al on the website and will be updated if and when changes occur. Owner T. Frank asked why the Staff Reports are no longer included in the Owners Board Packet. Pitcher responded it is common practice NOT to include per the recommendation of the Community Association Institute (national and international homeowner’s professional organization). Mayer requested that GM Roth verify the possibility of availability to owners after the meetings.

10. New Business

- a. Proposal for new standing committee – GM Roth recommends board approval of the creation of a Gardening Committee as it qualifies as a standing committee.

Motion to approve Charter of Garden Committee by Whitman, 2nd by Perez. Unanimous

Motion to appoint Toni Gallegos as Chair by Donovan, 2nd by Whitman. Unanimous

Perez volunteered to be the Board Liaison.

- b. Habitat lot transfer fees – Habitat Representative Lori Henrich shared that about a year ago Archuleta County transferred eleven (11) lots located within Trails and Chris Mountain II as listed: 54, 82, 232, 286 Domicile, 29 and 42 Lassen, 100 Mansions, 30, 33 Mohawk and 403, 439 Sam Houston to Habitat for Humanity. Habitat formally requests PLPOA waive the \$160 transfer fee for each of the eleven lots totaling \$1760.00. Board Member Whitman disclosed that he may be building some of the houses for Habitat and VP Schneider disclosed that he volunteers services with Habitat, Board members did not see any conflict of interest for them voting on waiving the transfer fee.

Motion to waive the lot transfer fees on each of the eleven (11) lots listed by Schneider, 2nd by Donovan. Unanimous.

- 11. **Owner/Member comments:** J. Dykstra stated the current Strategic Plan was easily available on the website was a critical document she used in creating the initial grant proposal. She expressed her excitement to be working with the PLPOA in the creation of the WCGBA archery range.

- 12. **Adjournment – Motion to adjourn at 7:17 pm by Donovan, 2nd by Musgrove. Unanimous.**

Respectfully submitted: _____

Danny Musgrove, Board Secretary

Candace Selk Barnes, Recording Secretary

Archuleta COUNTY

SHORT TERM RENTAL CITIZEN PROPOSAL

FEBRUARY 2023

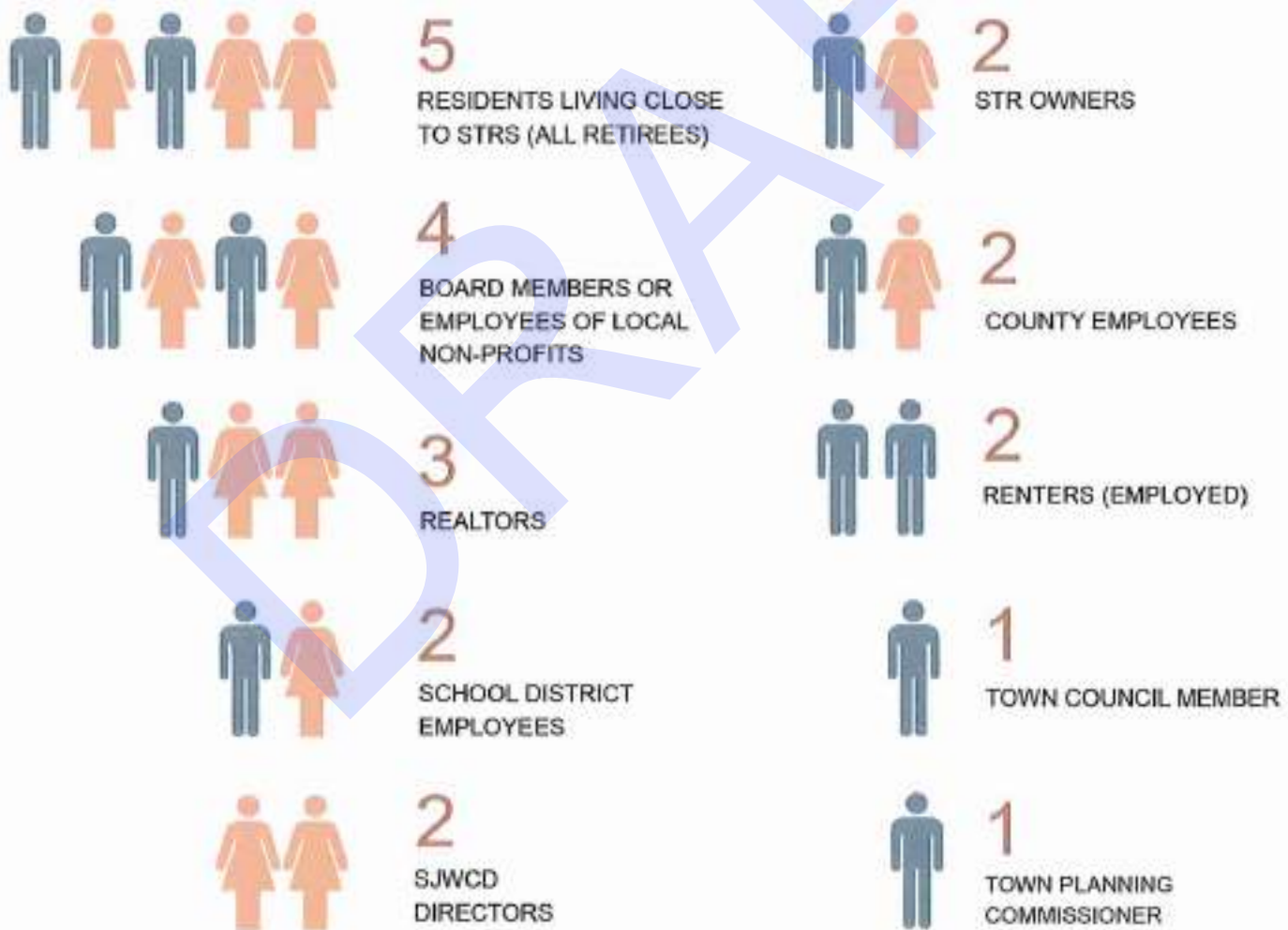
DRAFT



THE PARTICIPANTS

We are a group of local residents with various backgrounds who have been meeting and corresponding since December 2022 to provide the commissioners with some additional community-generated recommendations about Short-Term Rentals policy.

The study group has thus far received input from 24 local citizens. We welcome input from anyone in the community.



PLANNING PRIORITIES

We began our process by adopting the three "agreed upon priorities" that were listed in the Archuleta County Planning Department's "Vacation Rental Policy Options" June 2022 document to help frame our discussions.

We agree that all of these concerns are community priorities.

PRIORITY ONE:

IT IS A PRIORITY TO SUPPORT TOURISM AS A KEY CONTRIBUTOR TO ECONOMY AND JOBS IN THE COUNTY.

PRIORITY TWO:

IT IS A PRIORITY TO PRESERVE THE SMALL TOWN, RURAL, QUALITY OF LIFE FOR RESIDENTS OF THE COUNTY.

PRIORITY THREE:

IT IS A PRIORITY TO INCREASE AFFORDABLE WORKFORCE HOUSING AVAILABILITY IN THE COUNTY.



Planning Definitions

The County's 2022 "Vacation Rental Policy Options" suggested Density Caps and Vacation Rental-to-Vacation Rental Setbacks as two methods for addressing possible solutions. With the aforementioned priorities in mind, we began discussing density caps, setbacks, grandfathering, and possibilities to expand workforce housing availability through potential fees or taxes.

The following working definitions were used in discussions*:

Adjacent: Properties sharing the same property line or located directly across the street or directly behind (in case of an intervening greenbelt) one another.

Classic Vacation Rental: Condominiums and Townhomes

Investor-Owned Vacation Rental: Residential dwellings purchased with the intention of becoming a permitted Vacation Rental.

Owner-Occupied Vacation Rental: A home-based business where the property owner lives as a resident at least 9 months of the year and the Vacation Rental operates from the home or accessory dwelling unit.

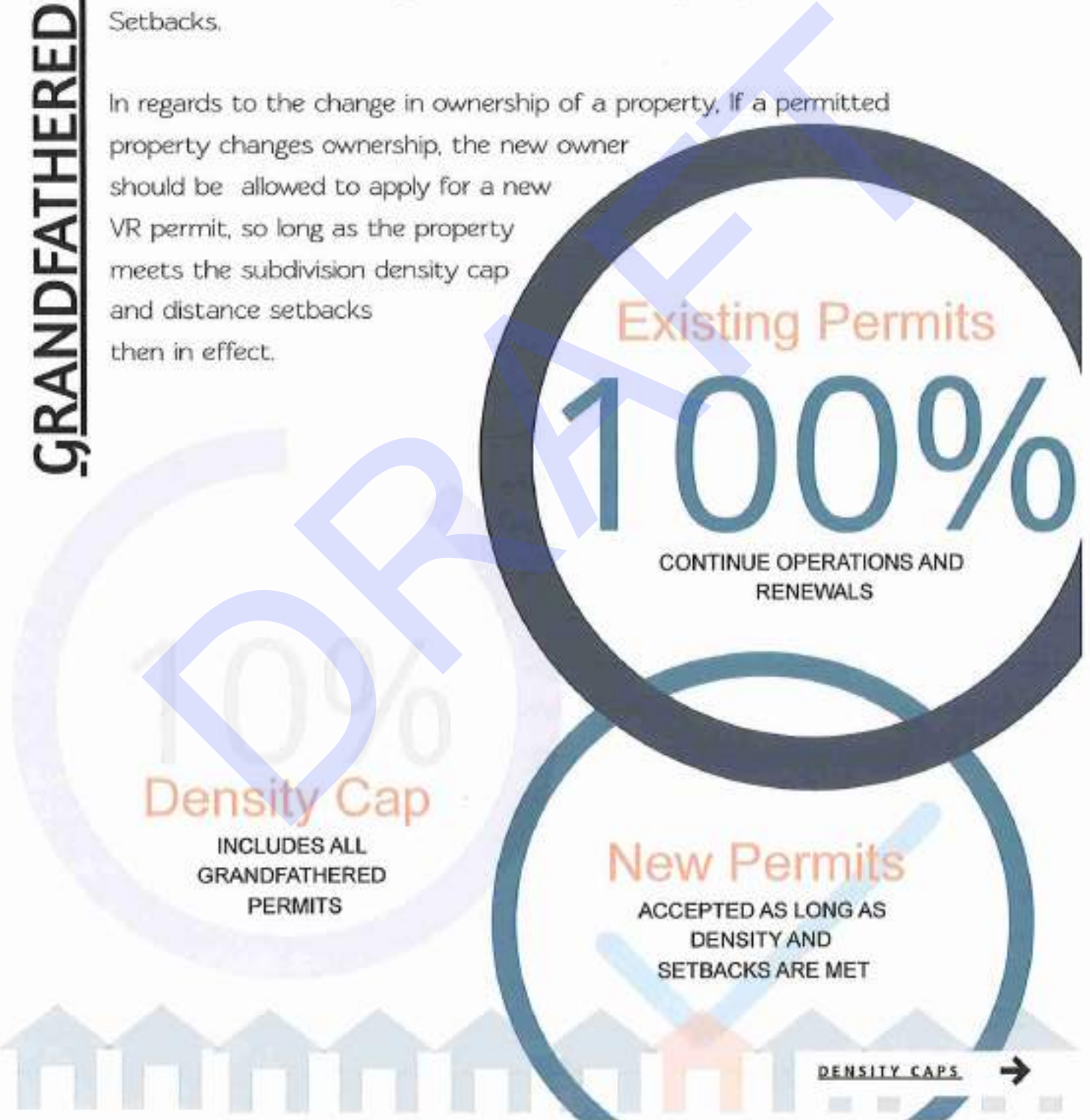
*Other definitions coincide with the current Archuleta County Land Use Regulations.



GRANDFATHERED PERMITS

We recommend that all Vacation Rentals that are already legally permitted be allowed to continue operating and renewing their permits annually, unless the property is sold or otherwise changes ownership. This includes all Investor-Owned, Owner-Occupied, and Classic Vacation Rentals. This also includes all Vacation Rentals in subdivisions that currently exceed the 10% Density Cap and/or Setbacks.

In regards to the change in ownership of a property, if a permitted property changes ownership, the new owner should be allowed to apply for a new VR permit, so long as the property meets the subdivision density cap and distance setbacks then in effect.



DENSITY CAPS

The County's 2022 "Vacation Rental Policy Options" suggested density caps and VR-to-VR Setbacks, as two methods for addressing the agreed upon priorities. No specific "percentage" was suggested in that document.

Currently, most subdivisions have fewer than 10% Vacation Rentals, but a few subdivisions already exceed 10%. We recommend grandfathering all existing Vacation Rentals, but allowing new permits (as discussed below) only in subdivisions with less than 10% density. A density cap would be calculated separately for each subdivision.

A 10% cap would also be in alignment with the Town of Pagosa Springs, which adopted a 10% cap for residential neighborhoods in 2021. The Town has no caps in commercial and mixed-use neighborhoods.

The following recommended policy would address all three of the agreed upon priorities. We recommend that Vacation Rentals not be permitted in Multi-Family Apartments Buildings, to preserve these for working households.

We recommend a 10% Density Cap for residential subdivisions only, which would be calculated per subdivision.

10% Density Cap for Investor-Owned in residential subdivisions ONLY

15% Density Cap for Classic VRs

Exempt Density Cap for Owner-Occupied, or in Commercial, AR or AE Zones

No Permits Issued for Multi-Family Apartment Buildings intended for Rental or Lease

VR-TO-VR SETBACKS



SETBACKS

We agree with the suggestion in the "Vacation Rental Policy Options" document that the County protect the character of our residential neighborhoods, on behalf of full-time residents, by establishing VR-to-VR Setbacks.

As an example, the Town of Pagosa Springs has adopted a 250 foot setback, but this type of distance-based setback is problematic for the County, due to the wide range of parcel sizes in the various subdivisions, ranging from 1/8 acre to 10 acres. A 250 foot setback might make sense in the Vista subdivision, but would make no sense in Martinez Mountain Estates where the parcels are 3-5 acres in size.

We recommend a simpler formula to protect neighborhood character. All existing Vacation Rentals would be grandfathered. New Permits would be issued so long as no existing home would become adjacent to more than one Vacation Rental. We believe this policy would provide a measure of 'breathing room' for full-time residents, while still allowing a 10% density.

Setbacks would not apply to condos; they would be limited by the 15% density cap. The setbacks would, however, apply to townhomes.

Protects

NEIGHBORHOOD
CHARACTER

Applies to

TOWNHOMES,
SUBDIVISIONS,
PARCELS

Exempts

CONDOMINIUMS

10%

Density Cap

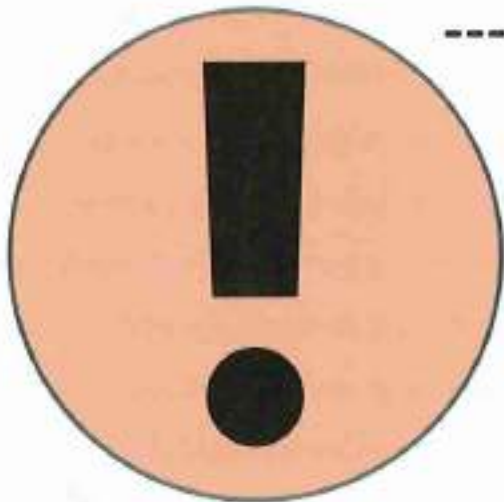
IS STILL FEASIBLE WITH
SETBACKS



MORATORIUM DURATION



MORATORIUM DURATION
CONTINUE
MORATORIUM
UNTIL



DENSITY CAPS



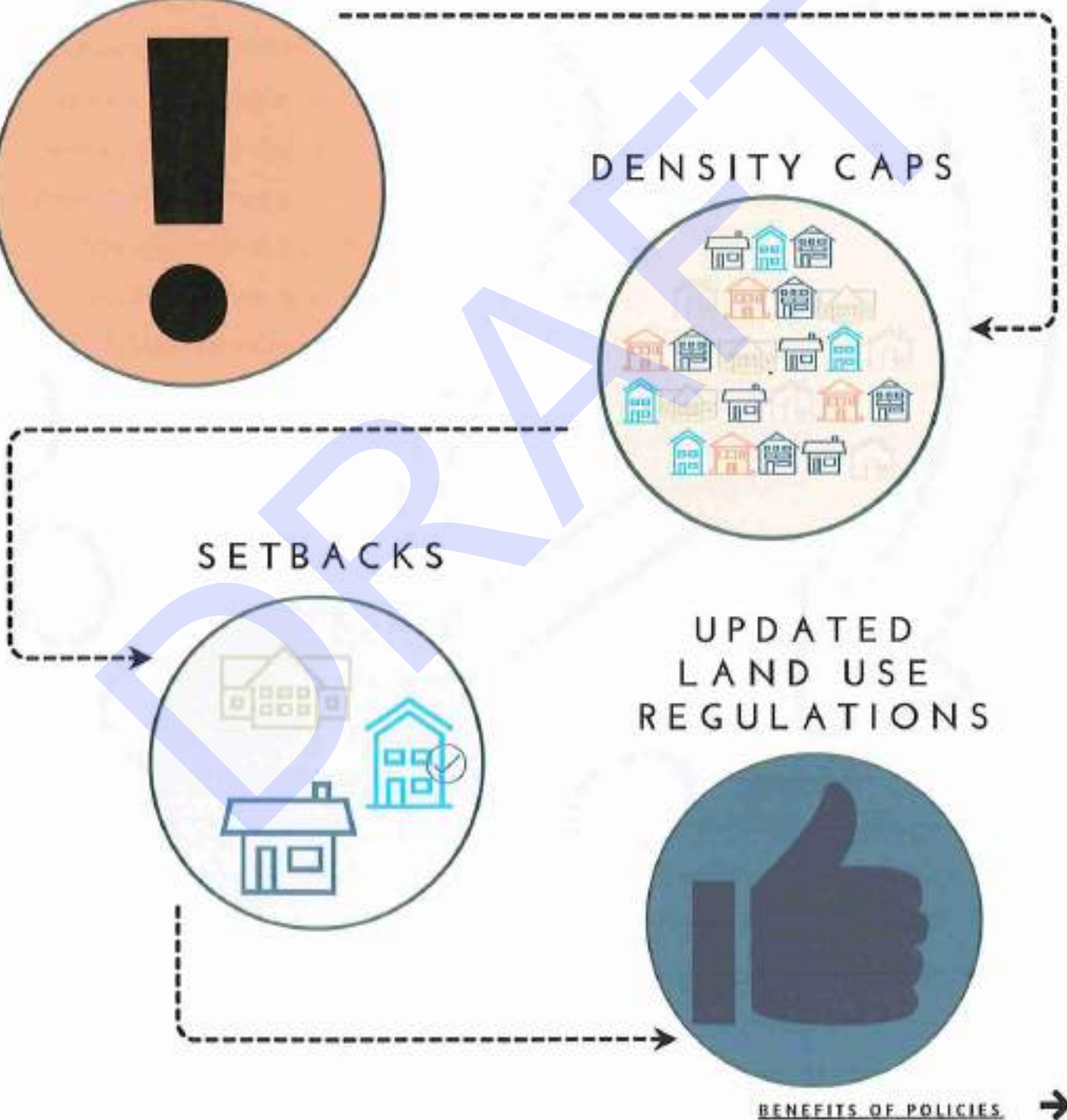
SETBACKS

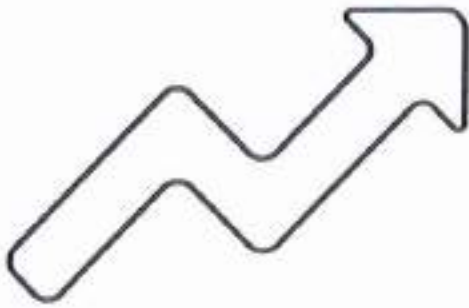


UPDATED
LAND USE
REGULATIONS



BENEFITS OF POLICIES



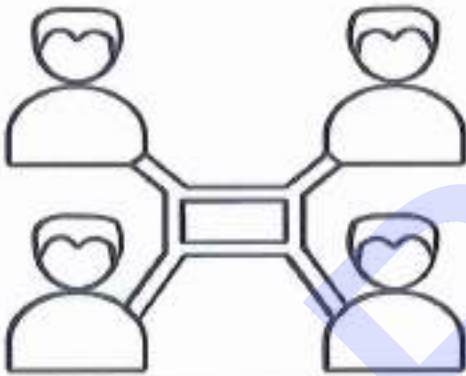
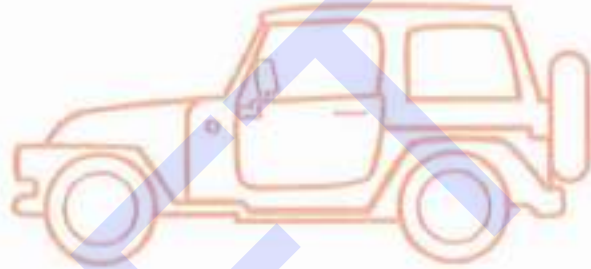


Lodging Tax

Preserves or Increases the current level of Lodging Tax by grandfathering existing permits and allowing unrestricted Vacation Rental growth in rural areas.

Road Use

Will not cause an increase in traffic impacts to subdivision roads, but may increase traffic on rural roads.



Community Preservation

Will not lead to an increase in "Party House" disturbances in Residential Neighborhoods

Housing Availability

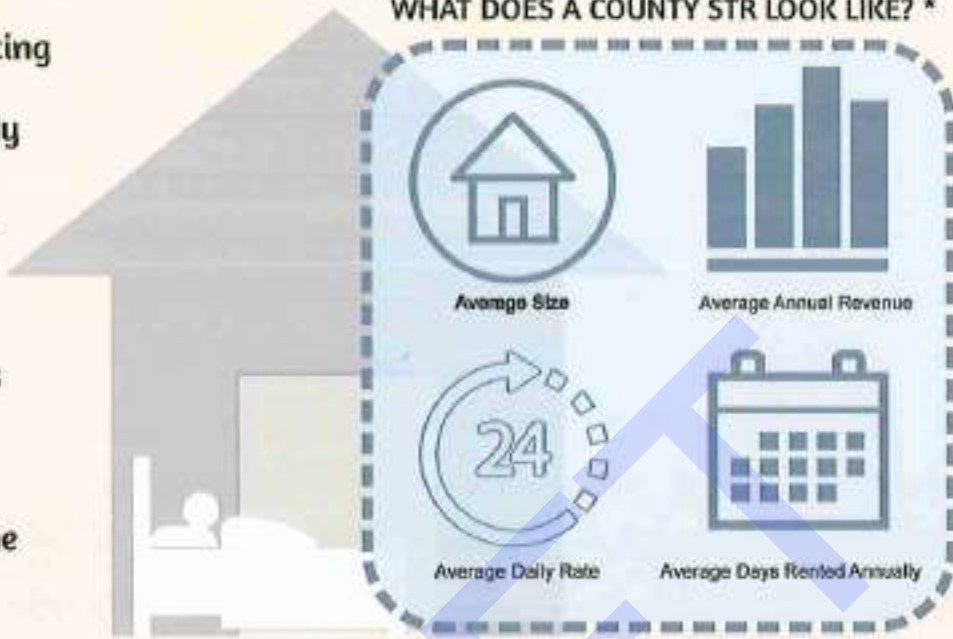
Might reduce economic pressure on housing prices and rental rates within subdivisions where the homes are most affordable to working households.

Protects apartments from becoming completely Vacation Rentals.



As we continue meeting and talking, our study group plans to tackle the issue of possible taxes or fees placed on Vacation Rentals, to benefit the community.

WHAT DOES A COUNTY STR LOOK LIKE? *



*Information taken from analysis by the Pagosa Springs' November 2022 'Short Term Rental Study' conducted by Root Policy Research.

SUPPORTABLE FEE OR SUPPORTABLE TAX?

A dashed-line box contains four icons related to the question of supportable fees or taxes:

- Tourism Economy Comparisons:** Represented by a line graph with four data points showing an upward trend.
- Supply/Demand Impact Fees:** Represented by a circular arrow with an exclamation mark in the center.
- Workforce and Tourism Support Funding:** Represented by a bracket on the left side of three person icons.
- Laws and Regulations:** Represented by a scale of justice icon.

To the right of this box is a large magnifying glass icon with a question mark inside its lens.

FUTURE RECOMMENDATIONS

THANK YOU!

INTEROFFICE MEMORANDUM

TO: PATRICK DONOVAN

FROM: KATIE BENOIT

SUBJECT: ACCOUNTING NOTES FOR FEBRUARY 2023.

DATE: February 28, 2023

As of February 28, 2023, the Association has received \$580,300 or 32.0% of the total billed 2023 assessments of \$1,812,900. For the same period in 2022, the collections were approximately \$565,400 or 33.9% of the total of \$1,667,325 billed.

Certificates of Deposit as of February 28, 2023:

MATURITY	RATE	VALUE	FUND
5/22/2023	4.60%	\$125,000	Operating
5/30/2023	4.60%	\$125,000	Operating
5/30/2023	4.55%	\$210,000	Trails Reserve
5/30/2023	4.60%	\$69,000	Operating
9/15/2023	3.40%	\$205,000	Reserve

DEPARTMENT OF PROPERTY AND ENVIRONMENT

FEBRUARY, 2023 BOARD REPORT

By Larry D. Lynch

- Lakes and Fisheries** – All four lakes are in good condition as we head into the latter part of the winter, dissolved oxygen levels are good and all of our aerator systems are up and running at 100%. We typically see the ice coming off the lakes beginning in mid-March and usually ice free by the end of March, but this year could be a little different depending on the weather next month. I did place orders for our spring trout stocking a couple weeks ago, we should be in good shape for availability however we may be looking at a possible 10% increase in trout prices this year unfortunately. I do have a little higher fish stocking budget this year so we should be ok for about the same amount of fish as last year, approximately 10K Lbs of 12-16 inch rainbow trout that we will spread in the 4 lakes over the spring and early summer and an additional fall stocking of around 5K Lbs. We will be finalizing our bass and crappie orders in the next couple of weeks as well and anticipate spending around \$12K for those. I will be finalizing a lake treatment plan and ordering our aquatic weed and algae control products probably around the middle of April including some new algaecides from Sepro that worked well for us last year.
- DPE Projects** – The DPE crew has been busy the past several weeks dealing with additional snowstorms that seem to come in about once a week this winter. The snow is a good thing, will help provide some much needed drought relief, but is definitely keeping the crew busy with early mornings and heavy snow removal duties on parking lots, trails, mailboxes and community park areas. We also have a short list of primarily elderly owners who have requested some driveway assistance with snow removal. We are doing a LED light conversion at the shop this month, where we qualified for a cost assistance program through LPEA, about 30% of the conversion costs will be covered by the program and for about \$400 we should be able to get the entire shop converted from the old 60 watt fluorescent lighting to new 15 watt LED tubes, we anticipate that the conversion should pay for itself in about 1.5 or 2 years with electricity savings. The crew has also stayed busy with regular janitorial duties at the clubhouse and office; aerator system maintenance; equipment maintenance and repairs; clearing roof valleys of ice and snow; installed 2 new CBU mailboxes on existing concrete pads at Trails and Hatcher; replacing the piston pump in the truck weed sprayer; and completing some work safety meetings.
- Mailboxes** – Allen and I have been working on some mailbox improvement plans for this summer including finishing out the mailbox location in Twincreek at Sweetwater Dr. In speaking with the contractor PAP, we are scheduled for first thing this spring to have the

remaining fill work completed and a new asphalt overlay. The DPE crew will be constructing a 60 Ft by 4 ft concrete pad on the back end of the new pull-off and installing 8 brand new CBU boxes.

4. **Greenbelts** – Allen and I met with Bill Trimarco of Wildfire Adapted Partnership last month to come up with a plan for the greenbelt fire mitigation work this summer. Bill has informed us that we will qualify for around \$40k on cost assistance to complete work in the Highland and Hatcher area greenbelts as well a large greenbelt in Martinez Mt. We will be hitting the ground as soon as things dry up to formulate mitigation plans, delineate treatment areas and set up RFP's from interested contractors. It is also anticipated that the DPE will be involved in various greenbelt work this summer as well dealing with hazard trees, addressing tight areas between homes where handwork will be necessary.
5. **Rec Center RTU** – We have been working with Tony Haschke at SGM and Tracy Reynolds at RAA to get a design completed for the pool room HVAC system. Tony was the mechanical engineer that designed the HVAC system for the Rec Center remodel a few years ago. Tony should have some preliminary design and equipment selection completed in the next few weeks and can work toward pricing out equipment and options for the pool room. The pool room furnace and energy recovery system are aging and not working anywhere close to peak performance and in fact some of the major duct work in the attic has failed. The energy recovery unit is original equipment from the mid 80's and was scheduled to be replaced last year in the reserve budget. But after consultation with Tony and SGM their recommendation was to abandon that aging system and install a more modern and efficient system that not only provides heating and ventilation but also energy recovery systems (where large powered louvers introduce outside air to economize heating and cooling) and will provide dehumidification within the high humidity environment of the pool. The existing dehumidification system is also ageing consisting of a large fan and motor on the roof that will be removed. The RTU would be very similar to the new HVAC system that was installed on the east side of the building during the last major remodel only it will be smaller and probably situated on concrete footers outside of the building near the new pool mechanical room, similar to the east side system. One key aspect is that duct work will need to be fabricated and installed in a chase that comes up the outside of the building. It is not clear yet what potential costs will be at this time, but as soon as the final design is completed in the next couple of months we should have a much better idea for board considerations. Tony should also be able to provide us with payback data on the new system which will make the initial costs feel more manageable. The new system will be much more efficient.



**Pagosa Lakes Property Owners Association
Regular Board of Directors Meeting
Recreation Center Report**

Attendance report for February	2023
Timeshare Sign Ins	1,471
Member Sign Ins	5,448
Total User Attendance	6,919
Programs and Activities Attendance	
All programs in Aerobics Room	236
Water Aerobics	167
Racquetball	91
Basketball	115
Lap Lane	879

Manager's Summary:

- Most of the new fitness equipment has been installed. We have put in two new power racks, benches, weight plates and bars. The treadmill and recumbent bikes are a little over a month out.
- Village Interiors has received all of our new tile for the locker room remodel. They will be ready April 10th for the project to begin. Solid Concrete Surfaces has given us an estimate but I'm still waiting on color samples.
- The Rec Center will not shutdown during the locker room remodel.
- We have changed our internet over to Zito from visionary. We were able to get faster internet for half the price. This will be a good cost saver.

Maintenance/Supervision:

- Pool and Spa are running solid now after replacing pumps.
- Things are running good at the rec center. We have not had many issues.
- Chris has been doing a great job staying on top of the snow.

Programs:

- The new Recreation Swim Team is doing well. We are averaging 21 kids each practice.
- We now have 3 certified swim instructors. They will be teaching group and private swim lessons.
- Group swim lessons will begin 4/4/23. We are running 3 levels; Beginner, Intermediate & Advanced. We will also host a Parent and Tot course as well.
- Beginner Cross Country Skiing will begin 3/10 behind the recreation center. Ming will be the instructor.
- I have been working with a few staff members about creating some more programs. We would like to start these programs in early spring. The new programs we would like to implement are:

- Junior Triathlon – We could use the pool for the swim and the small trail behind the rec center for the biking and running portion of the race.
- We're putting together a series of movies that we can show each week during the summer. We would play the movies outside in the front lawn.
- Todd and I are close on finalizing the Racquetball tournament. The dates are May 12-14.

DRAFT

February 2023, Department of Community Standards Report

By Keith Cramer

- There are 23 open violations, as of March 1st.
- We have opened 9 & closed 3 violations this past month. Compliance has been achieved.
- There are 176 current open project permits as of March 1st.
- There were 7 Short Term Rental applications submitted since February 2nd.
 - 0 new owners of existing Short Term Rental properties.
 - 7 annual renewals of existing registered STR properties.
 - 0 new registrations of STR properties not previously registered.

Open violations 2/2/23 - 3/1/23

XN	Type	Step	Description
77059	Violations	Notice of Violation	E 4. Parking - Lawn and landscaping
81153	Violations	Courtesy Notice	E 4. Parking - Lawn and landscaping
81154	Violations	Courtesy Notice	D4. Permit Completion Time Frame -
81155	Violations	Courtesy Notice	D1. Permit Required for Improvements -
81156	Violations	Courtesy Notice	D 1. Permit Required for Improvements -
81160	Violations	Courtesy Notice	D6. Construction Material / Equipment Storage -
81161	Violations	Courtesy Notice	F 9. Property Maintenance -
81162	Violations	Courtesy Notice	F 9. Property Maintenance -
90008	Violations	Courtesy Notice	F 3. Animals - Pet OWNERS are responsible to clean-up
90042	Violations	Second Notice of Violation	D 1. Permit Required for Improvements -
101956	Violations	Courtesy Notice	The approval of additional parking
93928	Violations	Courtesy Notice	E 4. Parking - Lawn and landscaping
106326	Violations	Courtesy Notice	D 1. Permit Required for Improvements -
106327	Violations	Courtesy Notice	F 9. Property Maintenance -
106357	Violations	Courtesy Notice	E 4. Parking - Lawn and landscaping are

DRAFT

Cosed violations 2/2/23 - 3/1/23

XN	Type	Step	Description
106313	Violations	Closed	Spoke to owner and visited site.
90014	Violations	Resolved	F 9. Property Maintenance - There are tires
90023	Violations	Resolved	J. If three Notices of ANY Violation

DRAFT

2023 OWNER SURVEY QUESTIONS

1. Do you own a vacant lot or a lot with a home on it?
2. Do you reside in PLPOA – full-time, part-time, seasonal, not at all
If seasonal, what season(s) – spring, summer, winter, fall, vacation only, other

How many live in your residence and what are the ages?

____ number of occupants

Ages - ____ 0-3 ____ 4-7 ____ 8-11 ____ 12-15 ____ 16-19 ____ 20-25
____ 26-35 ____ 36-45 ____ 46-55 ____ 56-65 ____ 70 & Older

3. Why did you choose to purchase in PLPOA? (Choose up to 5)

Covenant restrictions to protect property values

Recreation amenities

Community environment

Quality of Life

POA Services / Programs / Activities

Community Aesthetics

Price of home

Location

Rent

Investment

4. What do you feel are the most important issues facing PLPOA in the upcoming years? (Choose up to 3)

Enforcing CCR's to maintain home values

Need to expand recreation amenities

Keep up with inflation & obtain enough revenue to sustain operations

Population increase / grow too fast without a plan

Aging Community Infrastructure & lack of infrastructure

Increase reserve and capital funds for future maintenance and projects

Provide recreation programs / activities for school aged youth

Vacation rentals- Lose a sense of community / neighborhood

Wildfire Threats

Drought – Water Shortage

Create leisure and wellness services for all ages

Other Answers

5. What should PLPOA make a priority for future operations? (Choose up to 3)

Increase capital & reserve funds

Facility improvement projects

Increasing and improving owner services, programs and events improving the quality of life

Alternate revenue sources

Enforcement of rules and regulations

Coordinate the installation of utilities to lots without them such as Chris Mtn. II

Work with government and community organizations to improve PLPOA

Other Please specify

6. Which capital projects would you like PLPOA to plan for in the future? (You may choose up to 3)

Multi-purpose athletic field for youth
Continue to upgrade mailbox facilities
Construct large pavilion next to Rec Center
Rec Center meeting room addition
Continue with trail development
Concrete the lake boat ramps
Continue with lake restroom buildings
Add play equipment on neighborhood greenbelts
Construct pickle-ball courts
Rec Center lap pool / Endless pool addition

7. How satisfied are you with the Pagosa Lakes Property Owners Association?

Very Satisfied
Satisfied
Dissatisfied
Very Dissatisfied
No opinion

8. What do you feel are the most important issues facing Archuleta County and Pagosa Springs which impacts PLPOA the most? (Choose your top 3 priorities)

Completion of utility installation
Installation and maintenance of roads
Affordable housing
Child Care
Population Growth
Wildfire Threat
Drought – Water Shortage
Taxes
Real Estate Values
Aging in place communities
Other (Please Specify)

9. Choose 3 of the issues below in which you feel impact PLPOA the most

Short-term rentals
More recreational opportunities for children & teens
Lots without utilities
Improve or add existing facilities
Owners not abiding by rules and regulations
Pet Control
Wildfire Reduction
Child Care
Provide services for elderly and shut-ins

10. What age group would you like to see more recreational opportunities for in Pagosa Lakes?

0-10

10-18
19-30
30-50
50-70
70+

11. Choose the top 3 recreation activities your family participates in

Swimming
Hiking/Walking
Boating
Photography
Outdoor Field Sports (baseball/softball, soccer, football etc.
Indoor court sports (basketball, volleyball, soccer, racquetball etc.
Picnics
Health/Fitness
Biking
Painting/arts and crafts
Gardening
Racquetball
Pickleball
Cross Country Skiing/Snowshoe
Social Activities
Dances
Fishing
Educational/informative Classes
Wildlife/Bird watching
Clubs
Board & Card Games

13. Should the PLPOA assist with organizing youth sports teams / leagues? ___ Yes ___ No

a. What youth sports teams would you be interested in? _____

14. Which of the following improvements would you prefer most at the Rec Center? (You may choose up to 3)

Lap Pool / Endless Pools
Add another hot tub
Multi-Purpose Athletic Field for Youth
Construct large pavilion next to Rec Center
Gymnasium
Meeting room
Additional space for more equipment
Child care room
Pickleball courts
None –Leave it as is
Other – Please Specify

15. What defines or distinguishes this community aesthetically? _____

16. How can the association better serve you? _____

DRAFT

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (“Agreement”) is made by and between **PAGOSA LAKES PROPERTY OWNERS ASSOCIATION**, a Colorado nonprofit corporation (“PLPOA” or “Grantor”), whose address is 230 Port Avenue, Pagosa Springs, CO 81147, and **PAGOSA AREA WATER AND SANITATION DISTRICT**, a Colorado political subdivision and quasi-municipal corporation (“District” or “Grantee”), whose address is 100 Lyn Ave., Pagosa Springs, CO 81147. This Agreement is effective on the date last signed by all parties.

WHEREAS, the District owns a water tower and related above-ground and/or below-ground improvements to convey water to and from the District’s water and wastewater system facilities (“Facilities”) located on certain real property owned by PLPOA and situated in Archuleta County, Colorado, which real property is more particularly described as a portion of Tract A, Martinez Mountain Estates (“Tract A”), according to the plat thereof recorded November 8, 1978, under Reception No. 93208 (“MME Plat”).

WHEREAS, Grantee gains access to and from the Facilities via an existing unimproved access road commencing at the Horseshoe Circle cul-de-sac shown on the MME Plat (located between Lot 94 and Lot 102, Martinez Mountain Estates) and continuing across Tract A and terminating at the water tower (“Access Road”).

WHEREAS, the District and PLPOA cannot locate an existing express easement for the Facilities and Access Road and desire to confirm the existence of a permanent non-exclusive easement in favor of the District for the Facilities and Access Road pursuant to the terms, rights, and conditions of this Agreement.

WHEREAS, the Facilities and Access Road are located in the areas shown and depicted on **Exhibit A** attached hereto and incorporated herein (the “Easement Property”); and

WHEREAS, PLPOA is willing to grant an easement to the District on, over, under and across the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW THEREFORE, for good and valuable consideration of \$1.00 paid to PLPOA by the District, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, PLPOA does hereby grant to the District, and the District accepts from PLPOA, the following non-exclusive easements as set forth below:

1. Grant of Facilities Easement.

a. PLPOA does hereby grant and convey to the District, its successors and assigns, a non-exclusive perpetual easement to enter, reenter, occupy and use the Easement Property for the sole purpose to construct, reconstruct, operate, inspect, monitor, maintain, repair, replace, change the size of, remove, and abandon in place the Facilities required by the District from time to time. Notwithstanding anything to the contrary herein, the District will not install any new or expand the existing footprint of any above ground improvements without the prior written consent of PLPOA. The District shall have the right of ingress and egress over and across the adjacent lands of PLPOA to and from the Easement Property as may be reasonably necessary in connection with the District’s construction, reconstruction, operation, maintenance

and removal of the Facilities.

b. The District acknowledges and agrees that PLPOA has entered into a separate land lease agreement to allow the installation, maintenance, and operation of a wireless communications facility (“Cell Tower”) that is or will be constructed adjacent to the Facilities by a communications provider (“Tenant”). The District agrees to reasonably cooperate with the Tenant of the Cell Tower in the use and operation of the Facilities and the Cell Tower.

2. Grant of Roadway and Access Easement.

a. PLPOA does hereby grant and convey to the District, its successors and assigns, a non-exclusive perpetual ingress and egress easement for the purpose of surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing the Access Road improvements for pedestrian, vehicular and similar access, to enter, reenter, occupy and use the existing Access Road required by the District to access the Facilities from time to time.

b. The District acknowledges and agrees that the Cell Tower lease grants the Tenant a similar non-exclusive easement to utilize the Access Road to access the Cell Tower site. The District agrees to reasonably cooperate with the Tenant of the Cell Tower in the use and operation of the Access Road.

c. The District acknowledges and agrees that the Access Road may be used by PLPOA, its employees, agents, contractors, subcontractors, assigns, lessees, and licensees, from time to time.

3. Future District Construction Requires Prior Approval from PLPOA. The District is required to submit any new above-ground surface construction plans, such as fence enclosures, building improvements, or expansion or relocation of the existing Access Road, to PLPOA for approval prior to commencement of the work. PLPOA will reasonably work with the District to review such plans within 30 days following the submission thereof. The parties will reasonably cooperate to ensure that any new construction improvements will be aesthetically compatible with existing structures and natural surroundings.

4. Easement Property Maintenance.

a. The Access Road and Facilities used by and/or installed by Grantee on the Easement Property will be maintained in good and operable condition at Grantee’s sole cost and expense. Grantee shall be responsible for keeping the Facilities, Access Road, gravel, shoulders, and stabilization berms in good condition and repair and fit for their intended use and to assume all responsibility for any damages to person, property, or otherwise which may result directly and solely from the construction or existence of such improvements.

b. Grantee acknowledges that the Cell Tower lease imposes similar maintenance obligations upon Tenant for its use of the Access Road. The District and Tenant are responsible for coordinating and discharging their respective maintenance obligations to satisfy their joint maintenance responsibilities. The District agrees to reasonably cooperate with the Tenant of the Cell Tower in the maintenance of the Access Road.

5. No Mechanics' Liens. Nothing contained herein shall authorize the District, its successors or assigns, or any person or entity acting through or on behalf of the District, to subject PLPOA’s property or any portion thereof, including without limitation the Easement Property, to any mechanics' liens. If any such

mechanics' lien shall be filed against PLPOA's property, the District, at its sole cost and expense, shall cause the mechanics' lien to be discharged. In the event that such mechanics' lien is not discharged within thirty (30) days after written notice of the existence of the mechanics' lien has been provided to the District, PLPOA, at its option, may cause such lien to be discharged or otherwise enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which PLPOA deems reasonably necessary to defend it and PLPOA's property from and against such mechanics' lien and the District will be responsible to reimburse PLPOA for all costs, expenses, and reasonable attorneys' fees incurred to discharge the lien.

6. Covenants of the District. The District hereby represents, covenants and warrants in favor of PLPOA and its successors and assigns as follows:

A. The District will protect the Easement Property and the adjacent lands of PLPOA over which the District has rights of ingress and egress from damage caused in whole or in part by acts or omissions of the District, its employees, agents, contractors, subcontractors, assigns, lessees, and licensees. Grantee will clean, cure, and correct any such damage to any elements of the Easement Property or the above referenced adjacent lands to the condition that existed immediately prior to the disturbance or damage, including but not limited to, replacement of landscaping, reseeding, and all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the District shall be removed from the Easement Property at the sole expense of the District. For a period of one year following disturbance of the surface of the Easement Property by the District, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the District.

B. In all activities undertaken on property belonging to PLPOA, the District and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner.

C. The District shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees ("District Party"), any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA"), including but not limited to asbestos, and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto (collectively "Environmental Contaminant"), to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Easement Property. Any hazardous, toxic or flammable substances used by the District, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the Facilities shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment. In the event any District Party is the cause of any Environmental Contaminant to the Easement Property or the adjacent lands of PLPOA, the District at its sole expense will take Corrective Action to clean up the same. "Corrective Action" shall refer to risk assessment, active remediation, passive remediation, voluntary cleanup, investigation and/or monitoring of the Environmental Contaminant.

D. All pipelines installed within the Easement Property shall be laid not less than six (6) feet below

the surface of the adjacent ground.

7. PLPOA's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation of the Facilities, then PLPOA shall, at its sole cost and expense, timely perform or cause the performance of such relocation of the Facilities.

8. Grantor's Retained Rights. Grantor hereby reserves all rights attendant to its ownership of the Easement Property including, but not limited to: (a) use and enjoy the Easement Property for all purposes which do not materially and unreasonably interfere with the use and enjoyment of the easement pursuant to this Agreement including, without limitation, improvements such as roadways, drainage and utilities; (b) sell or convey the Easement Property or any portion of it subject to this Agreement; (c) grant other easements over the Easement Property that are not inconsistent with the rights granted pursuant to this Agreement. Use of the Easement Property by Grantor or third parties shall be subject to Grantee's rules and regulations, construction guidelines or specifications, and other similar specifications, to the extent they set forth utility separation or crossing restrictions, or other similar requirements related to the co-location of utilities or other improvements in the Easement Property.

9. Grantor's Covenants.

A. Grantor covenants and agrees that during the term of this Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee; provided however, Grantee has inspected the Easement Property, and all trees and other landscape vegetation existing as of the date of this Easement may remain in place unless Grantee obtains Grantor's written authorization for removal and Grantee restores the Easement Property surface in accordance with this Easement. Grantee acknowledges and agrees that construction of the Cell Tower is exempt from any construction prohibition outlined in this section.

B. To the best of Grantor's knowledge, Grantor has full right and lawful authority to make the grant herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant, subject to general taxes for the year this instrument is recorded, and subject further to easements, encumbrances, exceptions, limitations, restrictions and reservations contained in instruments of record existing prior to the date of this Easement.

10. Indemnification of Grantee by Grantor. Grantor agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee, any directors, officers, employees and agents of Grantee, and any successors or assigns of Grantee, from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.

11. Assumption of Risk. Grantee and any District Party hereby assumes any risk involved with respect to the purpose for which this Agreement is granted, and do hereby release and discharge Grantor, its successors and assigns from any liability for loss, damage or injury incurred by them arising out of Grantee's, or its

District Party entry or presence upon the Easement Property or activities conducted pursuant to this Agreement.

12. No Adverse Possession and Release. Grantee shall have no claim of adverse possession to the Easement Property or any part of PLPOA's property and Grantee hereby waives and releases the same.

13. Remedies. In the event of a default under or a breach of this Agreement, the remedies available to the non-defaulting party shall include all those remedies available pursuant to Colorado law, including but not limited to specific performance, damages, or both, including the recovery of reasonable attorneys' fees and costs.

14. Insurance Requirements. The District and PLPOA shall insure themselves separately against liability, loss and damages arising out of this Agreement and the existence, use or operation of the Easement Property. The District agrees it will require any District Party performing work on the Easement Property to maintain insurance in minimum amounts as is customarily required for such District Party on similar projects, and that the policies shall list PLPOA, its directors, officers, members, employees, agents and any associated entities as additional insureds on its insurance policies. Upon request by PLPOA, the District will submit certificates of insurance to PLPOA evidencing such coverage prior to commencing any work on the Improvements.

15. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be effective upon receipt, and shall be deemed received (a) upon confirmed delivery by a standard overnight carrier or when delivered by hand, or (b) upon expiration of five (5) business days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the addresses first set forth above, (or such other address for a party as shall be specified by like notice), or (c) the date of transmission of the email notice upon successful transmission thereof to the District Manager for Grantee and the General Manager of Grantor.

16. Miscellaneous.

A. Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective, parties, their heirs, successors and assigns.

B. This Agreement constitutes the entire agreement between the parties.

C. This Agreement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

D. This Agreement shall be recorded in the Clerk and Recorder's Office for Archuleta County, Colorado, upon complete execution by each of the parties hereto.

E. This Agreement may not be modified, amended or changed, except only by an agreement in writing duly authorized and executed by all parties hereto.

F. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Easement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Archuleta County District Court.

H. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

I. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

J. Grantee and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision herein, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to Grantee and its officers, attorneys or employees.

K. In the event of a dispute arising hereunder, the prevailing party in such dispute shall be entitled to recover its reasonable attorneys' fees, costs, and damages from the other, including those incurred in appellate or bankruptcy proceedings.

L. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers as of the date and year first above set forth.

[SIGNATURES BEGIN ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates set forth below.

GRANTOR:
PAGOSA LAKES PROPERTY OWNERS ASSOCIATION,
a Colorado nonprofit corporation

By: _____

Print Name: _____

Its: President

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_____, by _____, as President of Pagosa Lakes Property Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

GRANTEE:
PAGOSA AREA WATER AND SANITATION DISTRICT,
a Colorado special district and political subdivision

By: _____

Print Name: Justin Ramsey

Its: District Manager

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

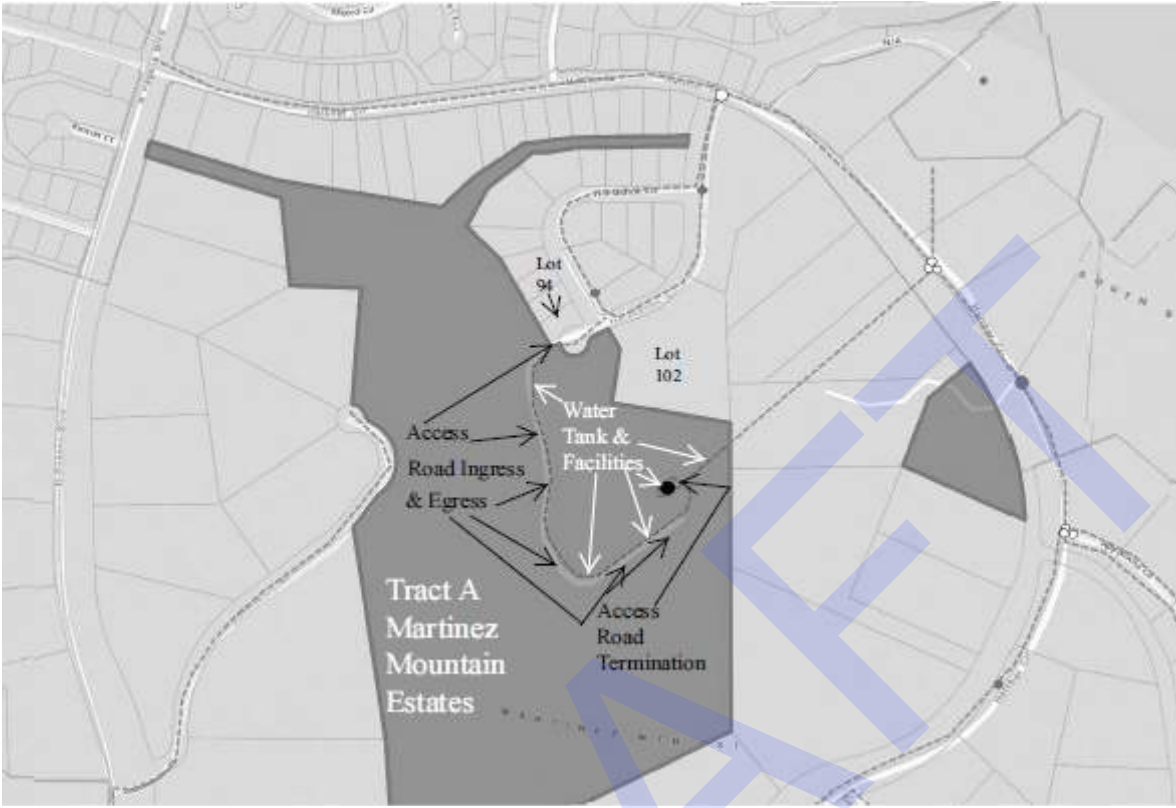
The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by Justin Ramsey, as District Manager of the Pagosa Area Water and Sanitation District, a Colorado special district and political subdivision.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A



Legend
- - - - = Facilities
● = Water Tower

Exhibit A

2023 GREENBELT FIRE MITIGATION

Scope of Work

The plan for 2023 is to pick-up where we left-off from 2022. The goal is to complete the Pagosa Highland and Hatcher subdivisions moving from the north end of the Association heading south. We will also focus on one of the largest greenbelt tracts located in Martinez Mountain Estates II and is one of the worst greenbelts for fire danger.

The greenbelt tracts in Pagosa Highland Estates are tracts A, B, C, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, T, U, V, W, X, Y, and AA (Tract S was completed in 2022 comprising of 13.47 acres) As noted in the 5-year Mitigation Plan, the western and northern borders of this subdivision abut the national forest making it a higher priority of wildfire mitigation. The focus for Pagosa Highlands is the removal of the oak brush and any junipers, elevating the dead pine limbs, and removal of the woody debris on the ground.

Lake Hatcher Park borders Hatcher Lake and only consists of the 4 tracts F, G, H, J totaling 12.44 acres. Not much work to be done here and this may end-up being handled by PLPOA staff. These tracts are long and narrow running between the lots. The focus here will be limb elevation, spray for noxious weeds and possibly mowing the native grass.

Tract F in Martinez Mountain Estates II comprises of 71.71 acres. This tract contains a steep hillside connecting to Piedre Road, Cameo Court and a private ranch. This will make for some difficult work so not much work will be done on the hillside. Instead, the focus will be creating open barriers for fire containment on the uphill side and at the base of the hill. Trees will need to be thinned and the oak and juniper removed.

If time and funds allow, we will look to Twin Creek Village to do some additional tracts there. The largest tract in this subdivision, Tract D, was completed in 2022 comprising of 19.11 acres.

Bill Trimarco, a NFPA Certified Wildfire Mitigation Specialist and representative of Wildfire Adaptive Partners, is assisting us with preparing specifications for an RFP and inspection of the work in the field. Our goal is to receive \$100,000 of wildfire mitigation work this summer. Wildfire Adaptive Partners has scheduled to provide the Association with \$40,000 of grant reimbursement funds for the work. This will leave the Association with spending \$60,000 this summer. The Reserve Study has scheduled for 2023 \$73,150 for fire mitigation work.

2023 MAILBOX PROJECTS

The following sites are scheduled for mailbox improvements for the 2023 fiscal year:

1. Sweetwater – Complete fill, pave site and replace boxes.
2. Heather Place – Remove boxes from Heather Place and work with County on new location
3. N. Pagosa - Move mailboxes from N. Pagosa to Highlands Park or work with County on moving further back into right-of-away.

Number new boxes – 4

N. Pagosa / Highlands – 2 additional - 6 front mount exist & 2 Parcel – Do not need replaced

Heather Place – 5 Already purchased

Sweetwater – 7 Already purchased

Additional Boxes for Existing sites – 2 (\$5,000 from operating)

2023 Reserve Budget for Mailboxes - \$43,472

- a) Site Costs - \$38,000
 1. Sweetwater - \$14,000
 2. Heather Place - \$10,000
 3. N. Pagosa / Highlands - \$14,000
- b) New Mailbox Costs - \$5,000 (Reserves – does not include 2 boxes from operating)

Completed Projects

- Cloud Cap – developed new location on dam – eliminated Pines Drive & Nocturn locations
- Lake Forest & Vista – Moved mailboxes to rear of right away for pull-off and expanded site
- Butte – Moved site from along the road to up-street location with pull-in parking
- Buttress Ave. – Moved mailboxes to rear of right away for pull-off and expanded site
- Fairway Place & Midiron – Eliminated boxes on Fairway leaving only one for residents on street and moved other to midiron
- Pompa Drive – Expanded site so that only PLPOA residents would receive mail there
- Greenbriar Drive – Moved location across the street for N. Pagosa road project and drainage
- Eaton Drive – grade and pave around mailboxes

Remaining Projects

Vista Blvd Project

Midiron

Hersch Ave. & 160