

# Board of Directors Regular Meeting April 10, 2025 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

March 13, 2025 Regular Meeting of the Board

- 4. Disclosures of Conflicts
- 5. Presentation of Audit McMahan & Associates
- 6. Owner/Member comments (individual comments are limited to three (3) minutes)
- 7. 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
- 8. Committee Reports:
  - a. ECC Liaison Report March 2025 Meeting Minutes
  - b. Appointment of New ECC Member
- 9. Unfinished Business
  - a. 2024 Audit Report
  - b. Settlement Agreement for South Village Lake Boat Ramp
  - c. Site Plan Mailboxes Heather & Monument
  - d. Fire Hydrant Inspections
- 10. New Business
  - a. Pine Needle Pick-up Contract
  - b. Use Agreement PLPOA Property
  - c. Pinon Lake Service Agreement
- 11. Owner/Member comments (individual comments are limited to three (3) minutes)
- 12. Adjournment



# Board of Directors Regular Meeting March 13, 2025 6pm Pagosa Lakes Administration Building MINUTES

Board Attendees: Sasha King-VP Staff: Allen Roth-GM, Katie Benoit-CT Ericka Bailey-Treasurer, Larry Lynch-DPE, Chris Simpson-DCS Directors: Ben Garcia, Zane Kraetsch and Ryan Graham-RA, Jen Pitcher-Lifestyles

Wade Lundy

Absent: Lars Schneider & Monty Whitman Candace Selk Barnes-Recording Secretary

NO Proxies

Owners/Guests: B & D Munro, R. Larsen, L. Smith, K. Raymond, R. Berry, N. Isley and L. Lee Via ZOOM: T. & D. Frank, A. Dilione, W. Nell, R. Benoit, L Robinson, J Rivas, S Yount, HL, M&M, M Crispell, R. Harper, & P. Moore

# 1. Call to Order at 6:04 pm by Vice President King

- 2. Verification of Quorum by Board Treasurer Bailey (Acting Secretary)
  - a. Approval of Agenda \*Motion to approve Agenda by Bailey, 2<sup>nd</sup> Lundy. Passed.
  - **3.** Approval of the Minutes \* Motion to approve February 13, 2025 Regular Meeting of the Board Minutes by Lundy, 2<sup>nd</sup> Bailey. Passed.
- 4. Disclosures of Conflicts: NONE
- 5. Owner/Member comments: Owner Berry asked where Staff Reports can be found. Answer-Website. Owner Dilione asked since Gym was defeated would '23 Survey Results be addressed. Response: No, it was a community interest survey not an action plan. Owner Raymond asked if Gym vote results were published. Answer-Yes on Website, Pagosa Sun, and Pagosa Daily Post. Owner Lee asked where the "500K" goes. Answer-remains in Capitol Fund.

# 6. Staff Reports:

- **a.** General Manager's Report -as submitted by GM Roth, he added the annual audit completed and results will be presented at April 10, 2025 BOD Meeting.
- **b.** Treasurers Report Bailey reported "all investments are good"
- c. Department of Property & Environment Report Lynch shared a "surprise" stocking of 12"-14" rainbows in Lake Pagosa and Forest. Brush site will most likely open earlier than last year, and greenbelt mitigation will be partially state funded and focus on Chris Mtn & Trails tracts.
- **d.** Department of Recreation Amenities Report-as submitted by Graham.
- e. Department of Community Standards Report as submitted by Simpson.

- f. Lifestyle Report as submitted, upcoming Easter Carnival twist on prior full breakfast with Easter Bunny and egg hunt. Spring/Summer Newsletter deadline approaching for department articles submission.
  Motion to accept Staff Reports by Kraetsch, 2<sup>nd</sup> Bailey. Passed.
- 7. There is 1 lot Consolidation for review as a formality; Archuleta County has already approved. Motion to accept Lot Consolidation by Kraetsch, 2<sup>nd</sup> Garcia. Passed.

# 8. Committee Reports:

- **a.** ECC Liaison Report February 2025 Meeting Minutes presented by Liaison Lundy. Motion to accept ECC Report and Minutes by Kraetsch, 2<sup>nd</sup> Garcia. Passed.
  - **b.** Garden Committee Notes in packet.

#### 9. Unfinished Business

- a. Reserve / Capital funds 2024 Surplus in Managers Report
  - i. Move 2024 surplus funds to either Reserve or Capital Board designates the surplus funds; discussion regarding reserves and capitol and possibility of splitting funds into each..

Motion to move all surplus funds to Capital by Kraetsch, 2<sup>nd</sup> Garcia. Passed.

- ii. Additional non-budgeted Reserve Funds- Roth GM made the Board aware of a couple non-budgeted Reserve items. The repair of the west gable end of the Rec Center and need to purchase additional CBUs.
- **b.** Settlement Agreement for South Village Lake Boat Ramp *in Managers Report* Roth GM stated MOU signed. Settlement and easement agreements being reviewed by both attorneys; and should be wrapped in in next few weeks.
- c. Fire Hydrant Inspections GM Roth brought lack of hydrant inspections to the attention of Commissioners at last Joint Session. A partnership between PAWSD, Town, County and Fire District will develop an action plan. PAWSD ultimately responsible and will provide training, PLPOA DPE and DCS staff will be trained to assist in exercising valves.

# 10. New Business

a. Resale of 64 Durango Court – Roth reported no takers in Sherriff's Sale and property returned to PLPOA. Roth has received an offer of \$15K.

Motion to accept offer of \$15K by Bailey, 2<sup>nd</sup> Lundy. Passed.

- 11. Correspondence Owner Zoomed in and reason for 3X multiplier for STR's annual dues and where the line item for those funds is found. Roth explained history of rationale and that the STR dues are distributed throughout the budget just like all annual dues.
- 12. Owner/Member comments: Owner Larson congratulated the DCS permit enforcement staff and when the field is scheduled to be built. Owner Isley expressed appreciation of trails expansion but stated fire mitigation MUT be the priority. Owner Lee also appreciated continuing focus on Fire Mitigation and suggested a look/see at the survey currently being taken by Summit County officials regarding same with coordinating agency efforts.

<b>13.</b> Motion to Adjourn at 7:46pm by Kraetsch, 2 <sup>nd</sup> by Garcia. Passed. Respectfully submitted by:			
	-		
Ericka Bailey, Acting Board Secretary	Candace Selk Barnes, Recording Secretary		

#### INTEROFFICE MEMORANDUM

**TO:** ERICKA BAILEY

FROM: KATIE BENOIT

HEATHER LUNDY

**SUBJECT:** ACCOUNTING NOTES FOR MARCH 2025.

**DATE:** March 31, 2025

As of March 31, 2025, the Association has received \$936,995 or 45.9% of the total billed 2025 regular assessments of \$2,094,480. For the same period in 2024, the collections were approximately \$945,425 or 48.52% of the total of \$1,949,675 billed.

# Certificates of Deposit as of March 31, 2025:

MATURITY	RATE	VALUE	FUND
4/21/2025	4.35%	\$50,000	Reserve
5/22/2025	5.25%	\$100,000	Reserve
7/21/2025	4.20%	\$50,000	Reserve
12/19/2025	4.20%	\$35,000	Trails Reserve
3/20/2026	4.10%	\$35,000	Trails Reserve
3/26/2026	3.75%	\$157,275	Reserve
9/11/2026	4.30%	\$35,000	Trails Reserve
12/18/2026	3.95%	\$35,000	Trails Reserve

On 4/7/25, investment committee members Ericka Bailey, Adam Blocki, Heather Lundy, and Katie Benoit discussed investing funds in CDs. Heather, Katie, and Allen reviewed cash flows for our Operating, Capital and Reserve Funds. Based on those meetings, the investment committee recommends investing the following:

- Reserve Funds:
  - o \$200,0000 3-month CD

#### DEPARTMENT OF PROPERTY AND ENVIRONMENT

## **APRIL, 2025 BOARD REPORT**

# By Larry D Lynch

- 1. Lakes and Fisheries all four lakes are in good condition going into mid-spring, all are full or near spill and water quality is excellent. We have stocked the lakes in late March with initial plantings of 12-16 inch rainbow trout and planting will continue this month with additional trout as well as similar numbers as last year of bass and crappie. Additionally, am planning to bring in around 1000 individual tiger trout for Hatcher Lake. My fish supplier informed us that he also has some brook trout that he would like to bring in for us at a substantially discounted price, so we may bring in a few brook trout for Hatcher Lake as well, and continue to stock rainbows in the lower lakes. We have shut down all of the lake aeration systems and have moved the docks into summer positions. Allen and I met with Shane Prince from Wyndham and John Janowski of the golf course last month to discuss the possibility of working together to take some management steps to improve Pinon Lake. The last few years Pinon Lake has looked pretty rough with aquatic weeds and growth and some odor issues. The discussion included a possible agreement where my Department could apply some early season aquatic weed control treatment to the lake to control the milfoil weed issue and Wyndham would cover the costs of that application including chemical and application costs. We do have a number of residents that live in the vicinity of that lake and it seems like it would benefit the area to have the lake looking a little better. Wyndham would also install a floating lake aerator system near the dam to help with the odor issue. It may not solve the whole problem, and it may be a work in progress with the lake but at least it's a first step in trying to improve the situation.
- 2. **DPE Projects** The DPE crew has been busy this spring working on a number of different projects including preparing the chipper for chipping operations at the shop (April 2<sup>nd</sup> was the first day for resident brush drop-offs); grounds and landscape cleanup work; boat ramps gravel and grading; floating dock installations; re-constructing one of the portable toilet enclosures at lake Forest; installing replacement light fixtures at the Rec Center as part of the reserve scheduled replacements. Projects this month will include some possible fence construction at Village Lake; landscaping of the new parking area at Rec Center including new trees and drip irrigation; charging of all of our irrigation systems at various facilities, greenbelt cleanup projects, roadside cleanups, assisting DCS with Dumpster Day mid-month and various other springtime projects.
- 3. **Reserve Replacements of Equipment** We have been working to get the scheduled equipment replacements ordered and coming this spring as part of the approved 2025

reserve schedule. The new GMC 2500 pickup arrived in late March and is now getting fitted for a new snow plow at Southwest Ag; we have ordered a replacement riding lawn mower to replace a 10 year old machine and that should arrive in mid-April; a new boat has been ordered and should arrive sometime in April as well. We do have some reserve funds for National Forest Fence replacement this year and I am working on getting some bids on replacing some of the very oldest segments of fence up in the Hatcher area near Hills Circle. There are some other items in the reserve schedule like mailbox improvements and fencing at the shop facility that we will be working on later this summer.

4. Parks and Trails Plan Update – I have been working with Davis Engineering to update the 2013 Parks and Trails Master Plan. We do have a rough draft of that updated plan and will bounce that past the Parks and Trails Committee for any thoughts or additions this month. The updated plan is based on recommendations from the Parks, Trails and Outdoor Recreation Committee from the last 3 years of project discussions and rankings. Several of the projects are uncompleted projects from that 2013 Master Plan as well as few additional projects the committee ranked highly important such as the North Pagosa Blvd trail extension and possible future park developments in the Chris Mt and Trails communities. I plan to have a rough draft of the plan to submit to the board at the regular May meeting for board review and discussion.

- o \$175,0000 6-month CD
- o \$175,000 9-month CD
- o All three Reserve CDs to auto-roll into 1 year CD
- Capital Funds:
  - o \$150,000 3-month CD
  - o \$150,000 6-month CD
  - o \$150,0000 9-month CD
  - o All three Capital CDs to auto-roll into 1 year CD
- Operating Funds:
  - o \$75,000 6-month CD
  - o \$125,000 9-month CD



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

Attendance report for March	2025
Timeshare Sign Ins	4,384
Member Sign Ins	7,094
Total User Attendance	11,478
Programs and Activities Attendance	
All programs in Aerobics Room	102
Water Aerobics	81
Racquetball	171
Basketball	158
Lap Lane	901

# **Manager's Summary:**

- I have ordered some new cardio fitness equipment. There are new recumbent bikes coming in, we have a few up right bikes and a coach bike. With the edition of the new bikes, the cardio area will have almost all new equipment.
- I'm working with Commercial Fitness Solutions on bringing in new weight equipment. However, we are limited on space. Due to the limitation of space, I have been pricing out new flooring for the lobby area so we can put more cardio equipment in the lobby area.
- Currently, I'm starting to price out new lockers for the locker rooms. Currently the lockers we have are starting to fall apart and most are very difficult to repair.
- I'm currently working on my Lifeguard Instructor (LGI). I will not be training lifeguards, but rather, having this certification allows me to certify our swim coaches and swim instructors. Also, the certification allows me to teach more courses such as First Aid, Babysitting, Water Safety, and Safety Training for Swim Coaches. I can also bridge my certification over to teaching Dog and Cat CPR courses.
- I'm working with the Make-A-Wish Foundation to set up more fundraising for the community's youth. Dates have not been determined yet, but we will be doing a Swim-A-Thon sometime in April.

# **Maintenance/Supervision:**

- Jarrod and I will begin painting the inside of the rec center beginning 4/1/25. We will paint the cardio room, lobby, weight room, hallways and aerobics room. This should take about five nights to complete.
- After spring break, we had some small issues with spa boiler. After cleaning the bypass, we seem to have solved the issue.
- The lights in the pool are giving us trouble. The anchors that hold them to the wall are starting to degrade. We need to think about dropping the pool water to make the repairs as needed.

• I have been working with Joe and Don to do minor upgrades to our electric in the rec center. There will be some minor updates on our electrical panels. This will not cause too many issues.

# **Programs:**

- Swim lessons start 4/1/25. All levels are full. There will be about 30 kids attending.
- The PLPOA Porpoises Swim team has started practice. They will be practicing Monday, Wednesday and Fridays. The first meet will be in Durango on April 26-27.
- We have started a new program called Geri-Actives. This group will meet on the 2<sup>nd</sup> Wednesday of each month for a potluck-style dinner with a guest speaker and entertainment. This group will also go to movies/theater shows, game nights, arts & crafts, bingo, and go to town events.
- Starting in late May, we will begin having beginner yoga classes outside. Also, Laura baily is putting together an outdoor boot camp for the summer. She will utilize the volleyball sand pit and basketball court. She is requesting a tire, sled and a slam ball.
- I have been working on a new program for younger kids who are interested in learning and competing in triathlons. I would run the program 3 days a week, covering swimming, biking, and running. After doing a little research, we have found competitions in nearby buy towns that will be hosting triathlons. We wouldn't necessarily be a team, but I can provide dates and times of these events so they can start competing.



# **March 2025 Department of Community Standards Report**

Dear Board of Directors,

Spring is here! A few updates:

As we transition from the winter season to spring, the Pagosa Lakes Property Owners Association's Department of Community Standards strives for compliance through engagement, education, and outreach methods, including Plus One Services – Above and Beyond Community Services, in conjunction with <u>enforcement procedures</u> as necessary.

April forward - The Department of Community Standards is performing property inspections by quadrants, with <u>quadrant one</u> being Pagosa Highlands, Lake Hatcher, Coyote Cove, and South Shore Estates, and <u>quadrant two</u> being Martinez Mountain Estates I, Martinez Mountain Estates II, Twin-creek Village, Lake Pagosa Park, and <u>quadrant three</u> being Lake Forest Estates, Ranch Communities, North Village Lake, South Village Lake, Mallard Point, Eaton Estates, Capstone Village, Lakewood Village, Lakeview Estates, Ridgeview, Village Services, Central Core, Pagosa in the Pines I, Pagosa in the Pines II, and <u>quadrant four</u> being Chris Mountain Village, Pagosa Trails, Pagosa Vista, Meadows II, Meadows III, and Meadows IV; <u>each quarter</u>, <u>every three months</u>, annually.

The DCS inspections will focus on ensuring compliance with community covenants, rules, and regulations, including property maintenance standards and aesthetic guidelines, and will pursue enforcement procedures accordingly. The property inspection criteria will include properties that comply, paying it forward with compliments and thank-you notes as well.

# **INSERT SUBDIVISION QUARDENT MAP**

\\ds1618\shared\Community Standards\DCS Monthly Reports for Board Meetings\All reports for Board meeting for Jen\2025\March 25\DCS Inspection Quadrant Map.pdf

## **DUMPSTER DAY!**

The PLPOA is sponsoring DUMSTER DAY on April 18th! A community flyer has been created and is being distributed to the public through various methods, including DCS staff going door-to-door and making in-person introductions, spreading the word about both dumpster day and property inspections underway, sending email blasts, and posting on cluster mailboxes in strategically focused areas.



# High Volume of Requests:

Due to a high volume of requests, DCS is establishing a foundational "Request Management System" that will be based on the order in which requests or concerns are received, as well as the severity of the request. For example, life, safety, and health are top priorities. The DCS Manager shall determine the extent and tier level of the request or concern and, if necessary, escalate it to the appropriate level of action. We consistently strive for compliance through community engagement, education, and outreach, validating each effort. When a request or concern reaches the level of a violation, we will pursue enforcement procedures as necessary.

# Tier levels:

Tier 1 is based on Life, Safety, and Health.

Tier 2 is based on the adverse effects on neighboring properties.

Tier 3 is based on the negative impact(s) to the community overall.

Tier 4 is the lowest tier level, including fixed items or mechanical equipment that do not negatively or adversely affect a person.

The goal is to deliver excellent customer service, ensure compliance, and fulfill commitments. It is worth noting that a concern is not considered a violation until it has been validated, and we have taken every opportunity to ensure compliance before taking any action.

## Community partnership list, not inclusive:

Archuleta County, Colorado

Colorado 811

Colorado Department of Regulatory Agencies

Colorado Fire Wise Council (Wildfire Resiliency Code)

Community Associations Institute

Elite Recycling and Disposal

Habitat for Humanity

International Code Institute, Colorado Chapter

Make-A-Wish Colorado

Pagosa Springs Community Development Corporation

**Pagosa Springs Contractors** 

Pagosa Spring Fire Protection District

Pagosa Springs Land Surveyors

Pagosa Area Water & Sanitation District

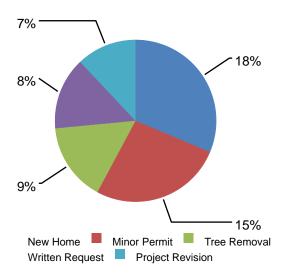
Wildfire Adapted Partnership, Archuleta County Program

Wildfire Partners, Boulder County



# ARC Report - Detail for 3/1/2025 - 3/31/2025

# Top Distribution by Type:



## **Summary:**

2nd Season Permit Open 1

2nd Season Over, Store Seasonal Permit 1

Active House Check 2

Application Complete - Tree Removal 4

Application Complete & on ECC Agenda Permit Extension 3

Close 5 Lot Consolidation/Un-consolidation 2 Tree Removal 3

Closed 39 (Driveway/Parking Pad Addition 1 Fence/Screening 4 Major Permit 2 Material/Color Change 1 Minor Permit 9 New Home 13 Permit Extension 1 Project Revision 3 Shed 1 Solar 1 Written Request 3)

DPE MGR reviewed & on ECC Agenda Tree Removal 6

ECC Decision - Approved Extension 2

ECC Decision - Approved Delayed Start 10 (Driveway/Parking Pad Material Change 3

Fence/Screening 1 Garage/Garage Addition 1 Minor Permit 1 New Home 2 Written Request 2)

Monthly House Check Notification 2

No Longer STR - Update Assessment/Charge Tag - Closed 4



Pending ECC Review 30 (Dock 1 Fence/Screening 3 Major Permit 1 Minor Permit 8 New Home 3 New Modular Home 3 Permit Extension 2 Project Revision 6 Seasonal Permit 1 Shed 1 Written Request 1

Pending Work Completion 27 (Deck/Deck Extension 2 Dock 1 Driveway/Parking Pad Material Change 3 Fence/Screening 1 Garage/Garage Addition 1 Material/Color Change 2 Minor Permit 4 New Home 6 Solar 1 Used Manufactured Home 1 Written Request 5)

Permit Extension Required New Home 1

Preliminary Review Denied Variance Request 1

Revision application complete & on ECC agenda 2 (Project Revision & Written Request)

STR Actively Registered 2

STR Assessment Updated 1

Void 2 New Home & New Modular Home

Waiting for County Approval of Lot Consolidation/Un-consolidation 3

Waiting on PIF Lot Consolidation/Un-consolidation 2

Reported concerns 42, resolved/compliance.

#### **Total 190**

Finally, please welcome two new staff members: Holly Coleman, Administrative Assistant, and Steve Kelly, Seasonal Inspector.

Respectively, SUBMITTED AS IS:

Chris Simpson, Department of Community Standards Manager Pagosa Lakes Property Owners Association

# Pagosa Lakes Property Owners Association Lifestyle and Communications Report April 10, 2025 Jenifer Pitcher

# Lifestyle:

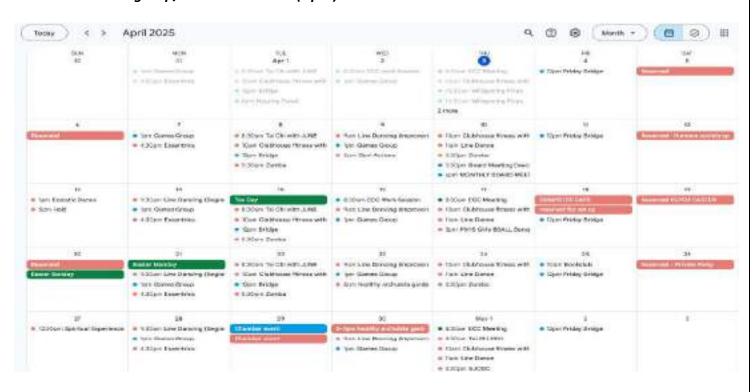
- HOAi (In the works)
- Tech plans to change over email and web host, cloud-based w/ server, move toward Microsoft or google platform May – July
- GARDEN ALL BED RENTED, more beds on the horizon
- Upcoming PLPOA events and happenings:
  - o April 19 PLPOA easter
  - May 10 Flea market
  - May 18<sup>th</sup> Dumpster Days
  - o May 19<sup>th</sup> Joint session
  - May 24 laser/light show...PLPOA/swim team fundraiser

# • Spring/summer Newsletter

- o Summer Newsletter Deadlines:
- o Commitment and payment: April. 20, 2024
- o Camera ready Ad: May 11, 2024
- Newsletter upload to printer: May 20, 2024
- Newsletter set to mail out: May 27, 2024

#### Election

- o May 12 board application deadline
- May 27 Certify members in good standing
- o June 6<sup>th</sup> annual meeting notification
- o June 26<sup>th</sup> Candidates forum
- o June 27th Ballots open
- o July 26th Annual Meeting, Ballots close, owner appreciation
- Clubhouse group/clubs and rentals (April):



# **ECC Liaison Report**

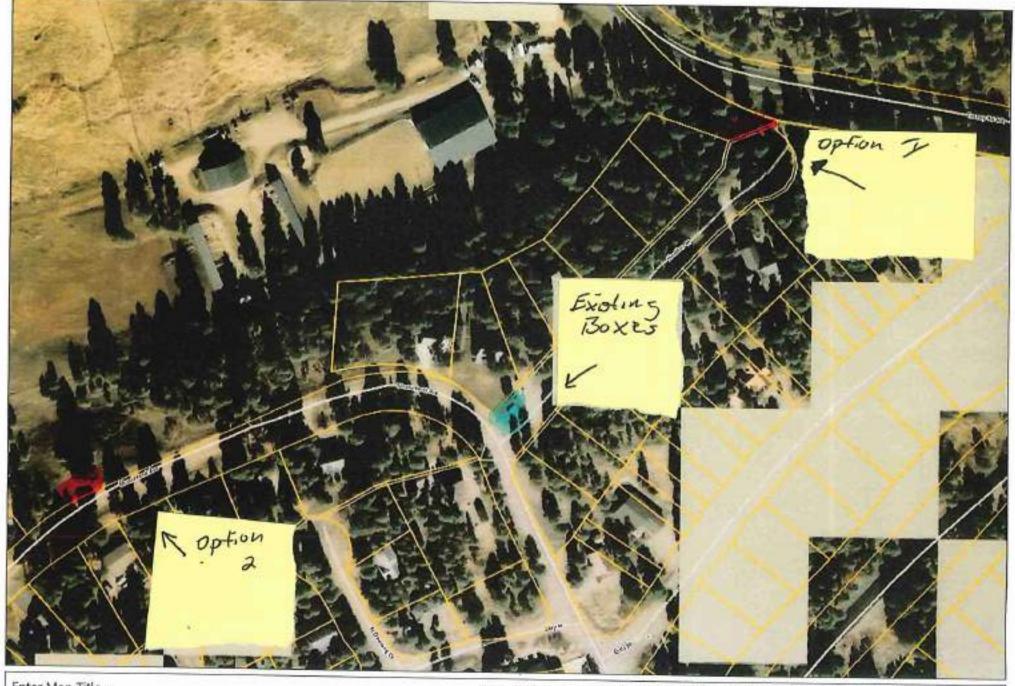
DESCRIPTIONS		arch	YTD	YTD Previous YTD		
DESCRIF HONS	3/6	3/20	2025	2024	2023	2022
Construction of new Single Family Residential and Modular Home	3	3	11	69	45	69
Mobile /Manufactured New or used placement	0	0	0	4	0	5
Major Projects	3	1	9	55	49	53
Minor Projects	3	4	18	307	256	320
Owner initiated Variance Request	0	0	0	9	9	8
Solar	0	1	3	24	27	17
Boat Dock and Shoreline Permit	1	0	1	8	0	7
Sign/ Banner permanent and temporary	0	0	0	7	2	2
Seasonal and Temporary structures	0	0	0	12	11	27
Written Request: Tree Removal/Fire Mitigation)	3	4	9	129	102	126
Written Request: Extensions/Revisions	6	9	31	283	280	255
Written Request: Miscellaneous	2	2	10	114	85	92
Construction of new Commercial Structure	0	0	0	0	2	2
Construction of Multi-family structures	0	0	0	0	2	0
Total Application submissions	21	24	94	1029	883	981
Total Approved Applications	21	24	93	1001	871	955
Total Preliminary Reviews	0	1	3	15	unk	unk
As Form Inspection Additions	3	0	7	70	54	54
Notes				ı		1

# PAGOSA LAKES PROPERTY OWNER'S ASSOCIATION, INC. APPLICATION FOR NOMINATION TO THE ENVIRONMENTAL CONTROL COMMITTEE

DATE: 3/20/2025

ТО	FILL VACANCY
STI	ME: <u>MICHAEL BAJLEY</u> PHONE: <u>\$17-300-0174</u> DCK/LOT: <u>\$76</u> SUBDIVISION: <u>TWINCREEK VILLAGE</u> REET ADDRESS: <u>32 Woopland</u> Onive
ŀ	Are you now a resident of Pagosa Fakes, and if so, how long ? 6 YEARS 9 MONTUS
2.	Present activities (community, social, civic, employment, etc.) RETTRED ELECTRICAL  ENGINEER AND SOFTWAKE ENGINEERING MANAGER, VOLVNIERR FOR TURATRE AND  LASER UFFITT SHOWS.
3.	Past experience of value in this position: ENGTNEER ING BACKGROUND  AREA ME PROCESS OFFETT, DETRICETT  AND ASK DARD CONESTEONS ACSO HAVE  EXPERTENCE IN DOILDING DECKS AND VENCES.
4.	Why I am interested in serving on the Environmental Control Committee: WANT 10 57AY  LONNELTER WITH MY LONG VALLY AND  LIVE FROM.
5.	Special talents, abilities, experience that I feel recommend me for the nomination:
A35 mer	iderstand that to be eligible to serve on the Environmental Control Committee, I must be a member of the incistion in good standing as defined by the PLPOA Bylaws. Further, the obligations of being a Crammittee other will necessitate attendance at regular and special ancetings of the Committee. I certify that I am willing and to serve if appointed as a member of the Committee.
	SIGNED: Man fined
Rec	ceived by Department:

ECC Forms/1900 Varancy Application"



Enter Map Title... Web Print: 04/04/2025

> 376 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, corrent, or otherwise reliable.



# 2025 PINE NEEDLE BIDS

				ROUTE					
COMPANY	COST PER BAG	NOT TO EXCEED	OWNER SIGN-UP	CREATION	BAG TYPE	EQUIPMENT	DISPOSAL	REFERENCE	OTHER
G & T Sanitation	\$3.00	N/A	Thru PLPOA	By PLPOA	33-35 gal plastic	Trash Truck	Landfill	2024 Pine Neeedle Contract	
			Thru Table to					Durango leaves & yard	
Table to Farm	\$3.25	\$40,000	Farm	Table to Farm	30 gal recycle	Trucks & Trailers	Compost Site	waste	Envronmentally Friendly
One Man & His Dolly	Not Provided	\$24,000	Thru PLPOA	By PLPOA	33-35 gal plastic	Box Truck	Landfill	Individual property clean-up	

# BID SHEET CURB-SIDE PICK-UP PINE NEEDLE BAGS PAGOSA LAKES PROPERTY OWNER'S ASSOCIATION, INC.

Company Name: Table To Farm Compost Phone No. 970-335-8895

Company Contact Person: Martin Taylor

Email Address: martin@tabletofarmcompost.com

Address PO Box 2842, Durango, CO 81302

Please attach additional information as suggested in the proposal format in section 3.01 (d).

Total Cost per bag for pick-up and disposal \$3.25 OR NTE(Not to Exceed \$40,000).

\*In the event bag sizes may drop by 10% from previous years (33 gal to 30) we want to add the NTE clause to add peace of mind the contract cannot go over \$40,000 Total.

# 1) Contractor Summary

Table to Farm Compost is a specialized organic waste hauling service based in Durango Colorado. We currently collect waste from over 800 residential customers and 25+ commercial customers. The organic waste is collected and hauled to our 5 acre facility where it is then turned into a sustainable, nutrient rich compost.

Table to Farm currently services Pagosa Springs residential and commercial customers. The pine needle collection program will serve to further divert organic waste from the nearly full Pagosa Landfill.

Table to Farm has years of experience in door to door organic waste collection. The pine needle collection contract is essentially no different than the professional service we offer each and every day.

# 2) Completed Bid Sheet (see above)

- References of 3 similar projects.
  - Foll of 2024 T2F Compost successfully contracted with Edgement (Duranga).
     HOA to collect and divert thousands of bags of residential leaves and yard waste.
  - Fall of 2024 T2F Compost successfully contracted with the city of Durango for a "fall clean up". This consisted of specific days and routes collecting yard and leaf waste from curbside locations.
  - 3. The PLPOA pine needle contract will be T2F's 3rd unique contract outside of our everyday collection process. We would like to point out that this collection program is essentially what T2F performs and specializes in each day Additionally, we feel we have an unique environmental advantage in that the pine needles will be diverted from the landfill and re-purposed into a nutrient rich compost for the community.

## 4) Details of equipment and skilled labor to be used.

T2F compast will utilize professional drivers that are vetted and experienced W2 staff members. No 1099 outside contractors are needed to fulfill the duties of this contract.

DOT registered trucks and trailers will be utilized in the daily collection processes. We would also like to request the storage of a standard roll off dumpster in a secure location for purposes read below in the methodology section.

# Capabilities and Methodology for completing the service.

PLPOA residents will be required to sign up in our unique route creation system "Stop Suite". This sign up will be free of charge to the residents. This will put each resident on a route that our GPS and driver can locate to pick up the bags on each appropriate day based on PLPOA zones.

Our professional driver will attend to and pick up bags of pine needles along the designated route each week as contracted. The driver will use a handheld manual counting device. A picture of the final count (on the device) will be recorded and included in each monthly invoice to the PLPOA admin staff.

T2F Compost would like to request the storage of a standard size rolloff dumpster at a secure location agreed upon between PLPOA and T2F. This dumpster will serve as an

"overflow" vessel for bags on any given pickup day. Although we are confident we will be able to collect all bags each week in our current truck and trailer setup, we want to have the extra collection vessel to ensure all bags are picked up on the day designated. This overflow dumpster will be emptied as needed by T2F for the duration of the contract. If we find we are not using it at all, we can remove it from the site permanently.

# Proposal for PLPOA Pine Needle Bag Pick-Up Service

Submitted by: Austin Jones, Owner at One Man & His Dolly

Project Duration: 6 Months

Date: March 27, 2025

I am writing to express our sincere gratitude for the opportunity to submit a bid for the moving job outlined in the contract below. As a small, family-owned company deeply rooted in our work and serving our community, we cherish the chance to compete alongside esteemed industry giants for the privilege of serving you.

We are a locally owned and operated company specializing in efficient, reliable residential and commercial haul-away services. With a strong emphasis on customer satisfaction and environmental responsibility, we've earned a reputation for being dependable, timely, and thorough. Our team is equipped with the skills and tools to execute seasonal pick-up services with professionalism and care.

At One Man 8 His Doily, we understand that pine needle removal is not just about helping the community that lives within the POA maintain its high standards within its properly values; it's about facilitating transitions, alleviating stress and ensuring peace of mind for both the POA and our clients alike. With the many years of experience in the moving, junk removal and small business industries, we have honed our craft to provide unparalleled service tailored to meet the unique needs of each customer.

What sets us apart from larger corporations is our unwavering commitment to personalized care and unmatched attention to detail. We are all dedicated professionals who treat every job as if it were for our own property. From meticulous planning to seamless execution, we prioritize efficiency without compromising on the quality of service.

Moreover, being a family-owned and run business enables us to offer flexibility, agility, and a personal touch that larger companies often struggle to provide. We take pride in building lasting relationships with our clients, and we view every project as an opportunity to exceed expectations and earn your trust. In addition to our stellar track record, countless five-star reviews across multiple platforms and our competitive pricing, we are confident that our values-driven approach and customer-centric philosophy will make us an extremely valuable partner in your upcoming move. We are committed to delivering results that not only meet but exceed your expectations, and we welcome the chance to demonstrate our capabilities firsthand.

Thank you once again for considering One Man & His Dolly for this important endeavor. We look forward to the possibility of working with you and demonstrating why we are the ideal choice for your moving needs.

Warm regards, Austin Jones *Owner* One Man & His Dolly



# Completed Bld Sheet

Total Bid Amount: \$24,000.00

Service Duration: May 12, 2025 - October 20, 2025

# Monthly Breakdown:

\$4,000/month for 6 months

Total includes all labor, equipment, transportation, and disposal fees

# Payment Schedule:

50% Deposit

- (\$12,000) due upon project initiation (May 12, 2025).
- 25% Progress Payment (\$6,000)
- due halfway through project (August 1, 2025)
- 25% Final Payment
- (\$6,000) due upon completion (October 20, 2025).

We are flexible and more than happy to work with PLPOA's accounting team to ensure seamless processing and invoicing:

# References for Similar Projects

# Todd Malzhen

Property cleanup/clean-out due to real estate sale at 164 Bianca Pl., Pagosa Springs, CO 81147 (575) 776-4054

## Selena & Carl

Property cleanup due to real estate sale at 3961 Easy Hwy 160, Pagosa Springs, CO 81147

(719) 484-7307

## Erik Roark

Real Estate Agent at Wells Group who has hired One Man & His Dolly for a multitude of projects from full moves to property clean outs to hanging signs (214) 725-7893

# Details of Equipment and Skilled Labor to Be Used

Our team is equipped with:

- 26' box truck
- Utility dollies and yard carts for efficient transport.
- · High-visibility safety gear for all staff
- GPS-tracked route mapping to optimize pick-up schedules.
- 2-4 full time staff provided for proposed project.

\*Each team member has undergone training in eafety procedures, proper lifting techniques, and community etiquette to ensure smooth service that aligns with PLPQA's standards.

# Capabilities and Methodologies for Completing the Service

- Our approach aligns with PLPOA's established weekly process and community structure. Our team will:
- Monitor sign-ups and receive the finalized pick-up list each Monday
- · Plan optimized routes each Wednesday
- Execute Thursday pickups by zone using our 26' box truck
- Count and report actual bag totals for PLPOA tracking
- Deliver completed counts by Friday via email or drop-off

We are committed to thorough and timely service and will maintain consistent communication with PLPOA throughout the contract period.

# Weekly Operations & Zone Schedule

# Weekly Pick-Up Process:

- Monday: Sign-up closes
- 2. Tuesday-Wednesday: Route planning based on PLPOA's finalized list
- 3. Thursday: Pick-up execution by zone with bag count reporting
- 4. Friday: Finalized count submitted to PLPOA

# **Monthly Zone Rotation:**

- Zone 1 First Thursday of the Month Highlands, Hatcher, South Shore, Martinez
- Zone 2 Second Thursday of the Month Twincreek, Lake Forest
- Zone 3 Third Thursday of the Month
   Lake Pagosa Park, Pagosa In the Pine 1 & 2, Central Core, South Village Lake,
   North Village Lake, Ranch Communities, Mallard Point, Lakeview Estates
- Zone 4 Fourth Thursday of the Month
   Eaton, Lakewood Village, Vista, Trails, Chris Mountain, Village Commercial,
   Meadows 2, 3 & 4

Signatures:	



# BID SHEET CURB-SIDE PICK-UP PINE NEEDLE BAGS PAGOSA LAKES PROPERTY OWNER'S ASSOCIATION, INC.

Company Name G+T. Sanitation P	Phone No. 970-7204-4494
Company Contact Person: Cind VOR GUS /	MEAD
Email Address: Cindylucerozo@yahoo	com
Address Po Box 16D3	
Rog Spgs, CO. 81147	
Please attach additional information as suggested in the pr	oposal format in section 3.01 (d).
Total Cost per bag for pick-up and disposal	\$.300

#### REAL ESTATE LICENSE AGREEMENT

between (organization name),	Pagosa Lakes Property Owner
Association (hereafter the	
"Licensor") located at	230 Port Avenue,
Pagosa Springs, CO 81147 and The Board of	County Commissioners of the County of
Archuleta, 449 San Juan Street, Pagosa Sprin	gs, Colorado 81147, for use by Archuleta
County Transportation d/b/a Mountain Expr	ess, a Regional Transportation Authority
organized pursuant to the Colorado Regional	Transportation Authority Law, Title 43,
Article 4, Part 6 of Colorado Revised Statutes,	(SEED OF BUILDING MADE MADE MADE MADE TO A SECOND SEED OF THE SECOND SE

WHEREAS, Licensor is the fee owner of the property located at Pagosa Springs, CO 81147 (the "Property"); and

WHEREAS, the parties desire by this Agreement to provide for the licensing by Licensor to Licensee of the right to use and occupy a portion of the Property, as more particularly described [Licensed Area"]. Exhibit A attached hereto and made a part hereof (the "Licensed Area").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Grant of License. Licensor hereby grants to Licensee, and Licensee hereby
  accepts, a license (the "License") to enter the Property and use the Licensed Area, subject
  to the terms and conditions hereinafter expressed, for installation of an outdoor bus stop
  and/or shelter along with appropriate signage (the "Improvements") on the Licensed Area
  of the Property.
- 2. Purpose of License. The land described above may be entered and used by Licensee to the extent reasonable and necessary for the limited purposes of installing the Improvements and accessing the Licensed Area of the Property at that location as a bus stop for boarding of Licensee's passengers. It is the intent of this License to enable Licensee to use the Licensed Area for all activities reasonably necessary or incidental to such stated purpose.
- No Monetary Compensation. This License is granted to Licensee as an accommodation to Licensee and shall be without monetary compensation.
- 4. License Not Exclusive. No legal title or leasehold interest in the Property, Licensed Area or appurtenances thereto shall be deemed or construed to have been created or vested in Licensee by anything contained herein.
- 5. Insurance. Licensee shall, at its own cost and expense, maintain and keep in force at all times during the term of this Agreement:

- a. commercial general liability insurance, which shall include coverage against claims for personal injury, death, or property damage occurring on, in, or about the Licensed Area with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to the Licensed Area, and Licensee's conduct of business thereon; Licensor shall be named as an additional insured, and;
- employers' liability and workers' compensation insurance to the extent required by the Laws of Colorado.

Notwithstanding anything to the contrary set forth in this Agreement, Licensor and Licensee hereby release one another and their respective officials, partners, officers, employees, and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage if such loss or damage is covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

Licensor and Licensee agree that none of their respective officials, directors, officers, employees, shareholders, or any of their (or any of those parties') respective agents shall have any personal obligation hereunder and that Licensor and Licensee shall not seek to assert any claim or enforce any of their rights hereunder against any of such parties.

- Taxes. Licensee shall pay any applicable taxes and assessments that may be imposed or levied as a consequence of the grant of this License.
- 8. No Liens. Licensee shall keep the Property free and clear of any mechanic's or material men's liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.
- License Not Assignable. The privileges granted to Licensee herein are personal in nature and shall not be assignable by Licensee, in whole or in part, without prior written consent of Licensor.
- 10. Termination. This License is not perpetual and is revocable at the will of the Licensor. This License shall terminate upon the completion of the purposes for which the License is granted or upon thirty (30) days written notice by one party to the other. Nothing herein shall be construed to create in Licensee any other rights, implied or otherwise, except for the limited rights listed herein. Licensor shall in no event be

required to reimburse Licensee for any costs expended by Licensee in reliance on this License, whether for costs of the Improvements made to the Licensed Area or otherwise.\_
Unless otherwise agreed, Licensee will remove all Improvements within 60 days of termination of the License and restore the Licensed Area to as near its original condition as possible.

- 11. Maintenance. Licensee shall be solely responsible for the maintenance and repair of any and all Improvements and shall use reasonable care in the use of the Licensed Area in order to prevent damage to or loss of Licensor's Property.
- 12. Personal Property. Licensor shall not be responsible for loss or damage to the Improvements or other personal property owned by Licensee and which is stored or used on the Licensed Area during the term of this License.
- 13. Approval of Authorized Improvements. Licensee shall provide written plans for construction and installation or modification of the Improvements to the Licensor and obtain written approval of such plans prior to the commencement of any construction. Any construction of the Improvements shall occur only after prior written approval of the Licensor and Licensee shall bear the sole responsibility for payment of any costs associated with said Improvements. If any Improvements to the Licensed Area are removed by Licensee at the termination of this License, Licensee shall restore the Licensed Area to near its original condition as possible, normal wear and tear excepted.

#### 14. Miscellaneous.

# a. Notices.

- i. Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; or (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid); or (iv) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party, if sent during normal business hours of the recipient, and if also transmitted by one of the other means permitted hereunder.
- ii. Any notice, demand, request, or communication by Licensor to Licensee shall be addressed to Licensee at its address stated in the preamble hereto, Attention: County Manager, unless otherwise directed in writing by Licensee by notice similarly given. A copy of any notices to Licensee shall be sent simultaneously to the County Attorney at the same address as the County Manager, unless otherwise directed in writing by Licensee by notice similarly given.
- Any notice, demand, request, or communication by Licensee to Licensor shall

be addressed to Licensor at its address stated in the preamble hereto,

Attention: General Manager, unless otherwise directed in writing by Licensor by notice similarly given.

- Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.
- b. <u>Subordination</u>. This Agreement and the License granted herein are subject and subordinate to all ground and underlying leases affecting the Property, and to all mortgages which may now or hereafter affect the Property.
- c. Warranties. EXCEPT AS SET FORTH IN THIS LICENSE AGREEMENT, THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE LICENSED AREA, OR THE PROPERTY OR PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- d. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Colorado. Venue for any legal action related to or arising from this Agreement shall be in the District Court of Archuleta County.
- f. Section Headings. The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.
- g. Attachment and Exhibits. All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.
- Severability. If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.
- Binding Effect. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.
- Time of the Essence. Time shall be of the essence of each provision of this License Agreement in which time is a factor.
- k. No Waiver of Governmental Immunity Act, The Parties hereto understand and agree that the Licensee, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights,

immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

- No Third-Party Beneficiaries, Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.
- m. Appropriation of Public Funds, Because this Agreement may involve the expenditure of public funds, it is contingent upon the continued availability and appropriation of such funds by the Licensee. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

n. Attorney Fees. If any action, suit or other proceeding is commenced to enforce any portion of this Agreement, the prevailing party will recover its attorney fees and costs incurred in such action, suit or proceeding, including any appeals.

Approved this	day of	, 20
Board of County Con Archuleta County, Co		
Veronica Medina, Cha	ir	
ATTEST:		
Kristy Archuleta, County Clerk		
Licensor:		
Pagosa Lakes Property C	Owners Association	
Signature		
Drint Name		

