PAGOSA AREA WATER AND SANITATION DISTRICT)
ARCHULETA COUNTY)) S.S
STATE OF COLORADO)

NOTICE OF SPECIAL MEETING AND REGULAR MEETING

NOTICE IS HEREBY GIVEN that a Special Meeting and Regular Meeting of the Board of Directors of the Pagosa Area Water and Sanitation District (PAWSD) have been scheduled for Thursday August 14, 2025 at 4:30 and 5:00 p.m., respectively. The Special and Regular Meetings will be held at 100 Lyn Avenue, Pagosa Springs, Colorado.

Proposed Agendas are as follows:

Special Meeting

- 1. Call to Order
- 2. Roll Call
- 3. Consideration of an executive session to discuss Running Iron Ranch and litigation related to the same (the "Subject Matter") pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions from the District's general counsel on the Subject Matter, and C.R.S. Section 24-6-402 (4)(e)(I), to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators with respect to the Subject Matter.

Regular Meeting

- 1. Call to Order
- 2. Roll Call
- 3. Consideration of Agenda
- 4. Approval of Minutes -6/12/25 Special and Regular Meetings, 6/30/25 Special Meeting, and 7/31/25 Special Meeting
- 5. Public Comment
- 6. Public Hearing Consideration of Petition for Water Inclusion 1589 USFS RD 654.B USFS
- 7. Consideration of Request for Commercial Designation for Monthly Billing Generation Housing Partners, LLC
- 8. Consideration of Request for Reimbursement of 2025 Capital Investment Fees Habitat for Humanity
- 9. Consideration of Request for Waiver of 2025 Capital Investment Fees Pagosa Springs CDC
- 10. Consideration of Request for Reimbursement of 2024 Capital Investment Fees OH Pagosa, LLC
- 11. Consideration of Affordable Housing Surcharge Protests
- 12. Manager Talking Points
- 13. Any other Business Brought before the Board will be Duly Considered

PAGOSA AREA WATER AND SANITATION DISTRICT

By /s/ Justin Ramsey

For the Board of Directors



RECORD OF PROCEEDINGS 1 2 PAGOSA AREA WATER AND SANITATION DISTRICT 3 JUNE 12, 2025 SPECIAL MEETING 4 5 6 Call to Order (0:00:03) 7 The Special Board Meeting for the Pagosa Area Water and Sanitation District (PAWSD) was 8 called to order by Chairman Gene Tautges at 4:00 p.m. 9 10 **Attendance (0:00:27)** 11 12 The following Directors were present: Gene Tautges, Alex Boehmer, Bill Hudson, Glenn Walsh 13 (virtual), and Bruce Jones. 14 15 In attendance from staff: Justin Ramsey, Renee Lewis, and Aaron Burns (virtual). 16 17 Also present: Carl Young (virtual) and Marcus Lock (virtual). 18 19 Consideration of an executive session to discuss the potential sale of Running Iron Ranch, the Agreement to Restructure Colorado Water Conservation Board Dry Gulch 20 Reservoir Loan Contract Number C150261 between the District, the San Juan Water 21 22 Conservancy District, and the Colorado Water Conservation Board, and pending litigation (Case No. 24CV30069) related thereto (together, the "Subject Matter"), pursuant 23 to C.R.S. Section 24-6-402(4)(a) concerning the purchase acquisition, lease, transfer, or 24 sale of any real, personal, or other property interest, C.R.S. Section 24-6-402(4)(b) for the 25 purpose of receiving legal advice on specific legal questions from the District's general 26 counsel on the Subject Matter, and C.R.S. Section 24-6-402 (4)(e)(I) to determine 27 28 positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators with respect to the Subject Matter, and 29 pursuant to C.R.S 24-6-402(4)(b) for the purpose of receiving legal advice on specific 30 legal questions from the District's legal counsel regarding the Pagosa Fire Protection 31 District and protocols related to fire flows and residual pressures. (0:01:08) 32 A motion was made by Director Jones and seconded by Director Boehmer to enter into 33 34 Executive Session for the purposes cited above. The motion passed unanimously. The Board entered into Executive Session at 4:02 p.m. 35 36 The Board exited Executive Session at 5:08 p.m. during which negotiators were instructed, but 37 38 no decisions were made. 39 There being no other business to come before the Board, the meeting was adjourned at 5:09 40 p.m. 41 42 43 Respectfully submitted, 44 45 46 Bill Hudson 47 Secretary 48

1 2 3 4	RECORD OF PROCEEDINGS PAGOSA AREA WATER AND SANITATION DISTRICT JUNE 12, 2025 REGULAR MEETING
5 6 7	Call to Order (0:04:42)
8 9	The Regular Board Meeting for the Pagosa Area Water and Sanitation District (PAWSD) was called to order by Chairman Gene Tautges at 5:10 p.m.
10 11	Attendance (0:04:46)
12 13 14 15	The following Directors were present: Gene Tautges, Alex Boehmer, Bill Hudson, Glenn Walsh (virtual), and Bruce Jones.
16	In attendance from staff: Justin Ramsey, Renee Lewis, and Aaron Burns (virtual).
17 18 19	Also present: Candace Jones, Michael Osborn, Joetta Osborn, Robert Bertram, Rod Proffitt (virtual), Carl Young (virtual), and Terri House (virtual).
20	Consideration of Agenda (0:05:01)
21 22	A motion made by Director Hudson and seconded by Director Jones to approve the agenda as presented. The motion passed unanimously.
23 24	Approval of Minutes – 5/22/25 Special and Regular Meetings and 5/29/25 Special Meeting (0:05:35)
25 26 27	A motion was made by Director Boehmer and seconded by Director Hudson to approve the minutes for the 5/22/25 Special and Regular Meetings and 5/29/25 Special Meeting. The motion passed unanimously.
28	Public Comment (0:06:16)
29	Carl Young provided comments on the two unsolicited offers for the Running Iron Ranch.
30 31	Consideration of Pagosa Fire Protection District Letter – Inter-Mountain Propane LLC (0:09:14)
32 33 34 35 36 37	Robert Bertram, Pagosa Fire Protection District (PFPD) Fire Chief, presented Pagosa Fire Protection District Letter – Inter-Mountain Propane LLC with an overview of the format of the letter and explanation of the new fire flow calculation methodology. A motion was made by Director Boehmer and seconded by Director Hudson to approve the format of the letter for instances where fire flow is met with the understanding that PFPD may need to revise this format based on the unique circumstances of different connections. The motion passed unanimously.
38 39	Consideration of Pagosa Fire Protection District Letter – Town of Pagosa Springs Main Line Extension and Fire Hydrants Project (0:25:50)
40	The Board did not take action on this item.
41 42	Consideration of Petition for Inclusion – 1061 Cloman Blvd Pagosa Springs, CO 81147 – Inter-Mountain Propane LLC (0:30:53)

- 43 Justin Ramsey presented Petition for Inclusion 1061 Cloman Blvd Pagosa Springs, CO 81147 –
- 44 Inter-Mountain Propane LLC stating the only outstanding item from staff's perspective for this
- 45 inclusion was the PFPD letter regarding fire flow. A motion was made by Director Boehmer and
- 46 seconded by Director Hudson to approve Petition for Inclusion 1061 Cloman Blvd Pagosa
- 47 Springs, CO 81147 Inter-Mountain Propane LLC. The motion passed unanimously.

48 Fire Hydrant Exercising Program Update (0:32:58)

- 49 Justin Ramsey provided Fire Hydrant Exercising Program Update stating the exercising program
- 50 has been completed with seven hydrants out of 1125 requiring a complete replacement and all of
- 51 these have either been replaced or are in the process of being replaced.

52 Manager Talking Points (0:35:27)

53 Justin Ramsey provided updates on Snowball Water Treatment Plant construction and water loss.

4 Consideration of Executive Recruitment – District Manager (0:41:41)

- 55 Justin Ramsey notified the Board of his intention to resign once the Snowball Water Treatment
- 56 Plant construction is complete, which he anticipates being early spring of 2026. A motion was
- 57 made by Director Hudson and seconded by Director Jones to appoint Chairman Tautges and
- 58 Director Boehmer as the subcommittee for the recruitment of the new District Manager. The
- 59 motion passed 4 0 with Chairman Tautges abstaining.

60 Other Business (0:48:49)

- 61 Director Boehmer thanked Mr. Bertram for his time and effort in working with PAWSD on fire flow
- 62 matters.
- 63 There being no other business to come before the Board, the meeting was adjourned at 5:54 p.m.
- 64 Respectfully submitted,

65 66

- 67 Bill Hudson
- 68 Secretary

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RECORD OF PROCEEDINGS PAGOSA AREA WATER AND SANITATION DISTRICT JUNE 30, 2025 SPECIAL MEETING Call to Order (0:00:04) The Special Board Meeting for the Pagosa Area Water and Sanitation District (PAWSD) was called to order by Chairman Gene Tautges at 4:31 p.m. **Attendance (0:00:19)** The following Directors were present: Gene Tautges, Alex Boehmer, Bill Hudson, and Bruce In attendance from staff: Justin Ramsey, Renee Lewis (virtual), Andy Connor, Justin Stone, and Aaron Burns. Also present: Terri House (virtual), Rod Proffitt (virtual), and Kendall Burgemeister (virtual). Consideration of an executive session pursuant to CRS 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions from the District's legal counsel with respect to 24CV30069 and Running Iron Ranch. (0:00:43) A motion was made by Director Boehmer and seconded by Director Jones to enter into Executive Session for the purposes cited above. The motion passed unanimously. The Board entered into Executive Session at 4:33 p.m. The Board exited Executive Session at 5:01 p.m., which was purely attorney-client privilege communication. There being no other business to come before the Board, the meeting was adjourned at 5:03 p.m. Respectfully submitted, Bill Hudson Secretary

1 2	RECORD OF PROCEEDINGS PAGOSA AREA WATER AND SANITATION DISTRICT
3 4 5	JULY 31, 2025 SPECIAL MEETING
6 7	Call to Order (0:00:02)
8 9	The Special Board Meeting for the Pagosa Area Water and Sanitation District (PAWSD) was called to order by Chairman Gene Tautges at 5:00 p.m.
10 11 12	Attendance (0:00:06)
13 14	The following Directors were present: Gene Tautges, Bill Hudson, and Glenn Walsh (virtual).
15 16 17	In attendance from staff: Justin Ramsey, Renee Lewis, Aaron Burns, Andy Connor, and Cyndi Foster.
18 19	Also present: Ronny Farmer (virtual), Rod Proffitt (virtual), Carl Young (virtual), Terri House (virtual), Randi Pierce, and Josh Pike (virtual).
20	Consideration of 2024 Audited Financial Statements – Ronny Farmer (0:00:42)
21 22 23 24 25 26	Ronny Farmer, RFarmer, LLC, presented the 2024 Audited Financial Statements. Director Walsh requested the first heading on page 24 be revised from Wastewater Treatment Plant - Loan 2023 to Water Treatment Plant - Loan 2023 as this section pertained to the loan for the construction of the new Snowball Water Treatment Plant. The Board agreed. A motion was made by Director Hudson and seconded by Director Walsh to accept the 2024 Audited Financial Statements as presented with the exception of the revision provided above. The motion passed unanimously.
27 28	Consideration of Entering Drought Stage 2 per the 2020 PAWSD Drought Management Plan (0:32:24)
29 30 31 32	Justin Ramsey provided an overview of the PAWSD 2020 Drought Management Plan Stage 2 Drought Restrictions. A motion was made by Director Walsh and seconded by Director Hudson to approve entering into 2020 Drought Management Plan Stage 2 Drought Restrictions. The motion passed unanimously.
33	Manager Talking Points (0:44:36)
34 35 36 37 38	Justin Ramsey provided updates on Affordable Housing Surcharge protests, Snowball Water Treatment Plant construction, and Vista Wastewater Treatment Plant construction. Mr. Ramsey also requested direction on contacting the District's attorney regarding a reminder to SJWCD of its obligations under the 2015 agreement to provide for the day-to-day management of Running Iron Ranch. The Board agreed and directed staff to contact the District's attorney regarding this matter.
39	Other Business
40 41	The Board briefly discussed the current duties of the Running Iron Ranch subcommittee. A motion was made by Director Hudson and seconded by Director Walsh to change the composition of the

subcommittee to Chairman Tautges and Director Hudson with Director Walsh as an alternate. The

Walsh to excuse the absences of Directors Boehmer and Jones. The motion passed unanimously.

motion passed unanimously. A motion was made by Director Hudson and seconded by Director

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- The Board also directed staff to make the consideration of excusing of Board Member absences a
- 46 regular practice moving forward.
- 47 There being no other business to come before the Board, the meeting was adjourned at 6:07 p.m.

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49 Respectfully submitted,

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- 52 Bill Hudson
- 53 Secretary

Signature, Dat	Action		6 7 8 9 10 rd Meeting	ature, Date		Action Review	To Justin Ramsey	1 2
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2025 PETITION FOR WATER INCLUSION

IN THE MATTER	OF PAGOSA A	AREA WATER	AND SANITATION	DISTRICT

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner(s), being the fee owner of 100% of the real property hereinafter described, hereby prays that such property be included within the Pagosa Area Water and Sanitation District, as provided by law, and for cause, states:

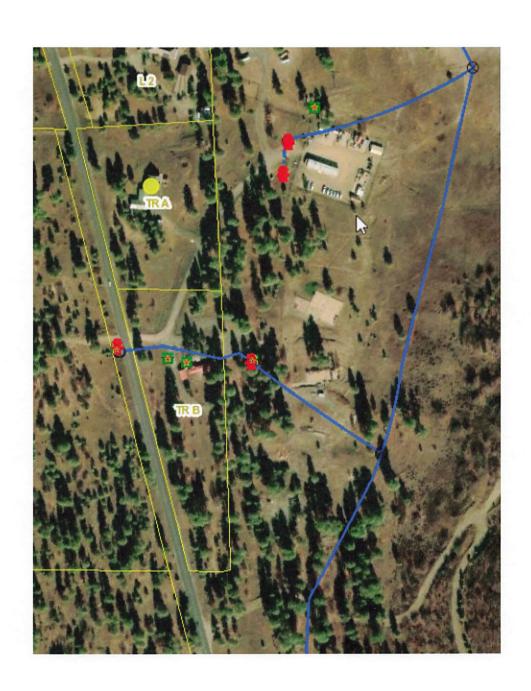
- 1. That such property is capable of being served with facilities of the District.
- 2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitutes the fee owner of 100% of such property.
- 3. That there shall be no withdrawal from this Petition after consideration by the Board, nor shall further objections be filed thereto by the Petitioner(s).
- 4. That the inclusion of such property into the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner(s), and to all duly promulgated rules, regulations and rates of the District.
 - 5. That the property to be included is for water purposes only.
 - 6. Total Number of Equivalent Units: 2
- 7. That the property owned by Petitioner(s) and sought to be included in the District is described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

PETITIONER:	PETITIONER:
Support services specialist By: BRAWA CALEY Print Name: BRANDON CALEY Address: 1589 USFSRD 654B	By:Print Name:Address:
Pagosas prings, 60 81147	

STATE OF COLORADO)
COUNTY OF ARCHILETA) ss.)
The foregoing instrument was acknowled FEBRUARY, 20 25 by Brandon Caled United States Forest Service	
Witness my hand and official seal.	
My commission expires:	,
SHELLEY RAYMOND NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20244036738 MY COMMISSION EXPIRES OCTOBER 2, 2028	SHEWEY POWER Notary Public

OWNERNAME	UNITED STATES OF AMERICA FOREST SERV; DEPT OF AGRICULTURE
OWNERADDRESS	ROCKY MOUNTAIN REGION PO BOX 25127 LAKEWOOD, CO 80225-0000
PROPERTY CODE	9113
PROPERTY CODE DESC	NATIONAL FOREST - LAND
ACCOUNTNUMBER	R019061
PARCELNUMBER	569906100002
PIN	569906100002
PROPERTY ADDRESS (SITUS)	1589 USFS RD 654.B PAGOSA SPRINGS CO 81147
NBHD	300_USFS
TAXAREAID	50SCHOOL DIST 50
ACCOUNTTYPE	RealAccount
MODEL LIST	1-MODEL_LAND
CLASS DESCRIPTION	EXEMPT PROPERTY
PROPERTYCODE	9113
MAPLINK	https://www.google.com/maps?q=37.305986,-107.098701





2025 Petition For Water Inclusion

EXHIBIT A (LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED)

OWNERNAME	UNITED STATES OF AMERICA FOREST SERV; DEPT OF AGRICULTURE
OWNERADDRESS	ROCKY MOUNTAIN REGION PO BOX 25127 LAKEWOOD, CO 80225-0000
PROPERTY CODE	9113
PROPERTY CODE DESC	NATIONAL FOREST - LAND
ACCOUNTNUMBER	R019061
PARCELNUMBER	569906100002
PIN	569906100002
PROPERTY ADDRESS (SITUS)	1589 USFS RD 654.B PAGOSA SPRINGS CO 81147
NBHD	300_USFS
TAXAREAID	50SCHOOL DIST 50
ACCOUNTTYPE	RealAccount
MODEL LIST	1-MODEL_LAND
CLASS DESCRIPTION	EXEMPT PROPERTY
PROPERTYCODE	9113
MAPLINK	https://www.google.com/maps?q=37.305986,-107.098701

6466 No Paper Stmts Disconnected services

US FOREST SERVICE-PAGOSA 1589 USFS RD 654.8 - MAINT SHOP 970-264-2268 56061

C/O: METTEL PO BOX 7100 NEW YORK NY 10008 Account balance Balance due: 07/31/2025 Last payment: 07/18/2025

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Location Additional Fields Service Orders Stock Certificates Attachments Notes

Existing notes:

Consections rived an emal on January 14th regarding possible expansion of this property. It was discovered that they were not included in the district. We reviewed previous incidents of this happening and management decided that we will include them at no charge to them for both locations acct's #9831 & #6466. An email was sent to Kody Nathee@usda.gov at the USFS who was inquiring about the expansion. We are waiting for the forms in order to complete the inclusion. Nothing can be done without this inclusion. Kody also asked about expanding sever to this location. Currently the closest sever is on CR 600 and is approximately 2.68 miles. There is no wastewater available at this location, which was explained to the customer.

03/01/2013 09:12 AM - chris Per Randy, Forest Service has indicated that they will demolish bidg, but leave meter.

05/05/2010 10:48 AM - chris

After research, appears 1 EU avail for this acct - current assessmnt for acct.

04/19/2010 10:12 AM - chris
J.J. w/ Forest Service called: Requested Meter Turn-On. Are no bidgs, make sure line pressures up. Contact Connie Baker @ 264-2268, if there is a leak

04/07/09 - 04:54 PM -- Denise PER RANDY THIS IS : 3939B CR 600

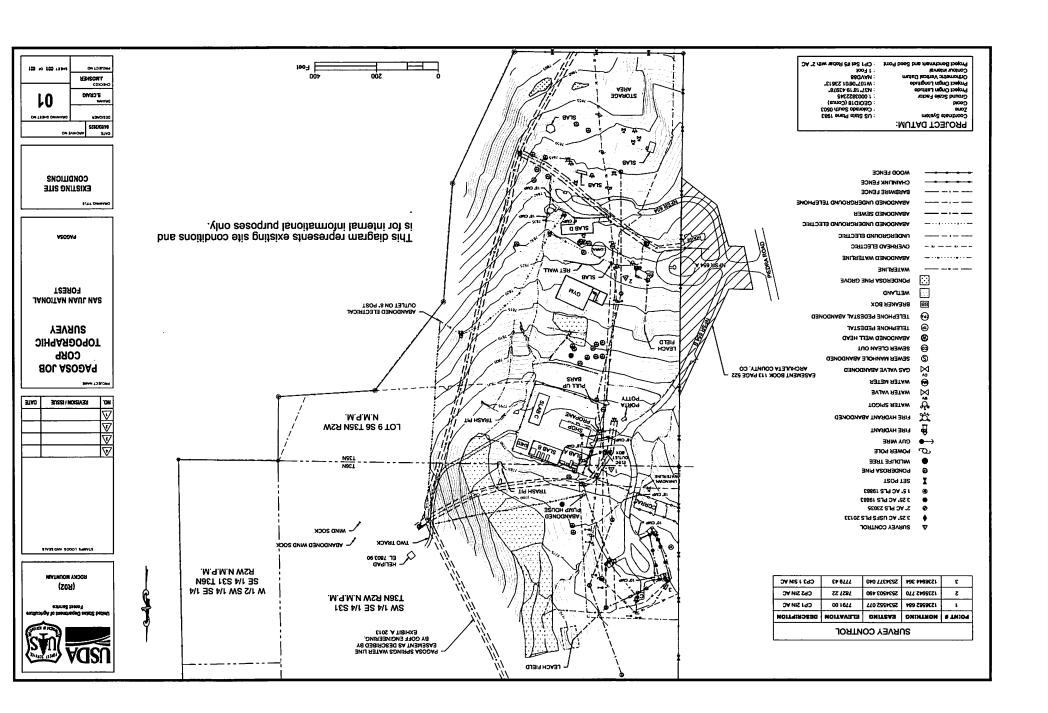
11/06/07 - 08:40 AM -- Lisa
3) Malone fromt he US Forest Service ph: 264-2268 cel: 799-1229
No one is going to be living at this location throughout the winter. 3) said he would call next week to have the water turned off at the pit. Because of this, I removed the account from winter read. This is a difficult location to get to and 3) said he would rather not have to worry about keeping the area around the pit clear of snow.

02/27/07 - 09:24 AM -- Chris

2006 Commercial Account Review, At time data was pulled, no change in 1 EU. Letter was not sent. (Letter sent only to accts w/ recommended increase / decrease in EU).

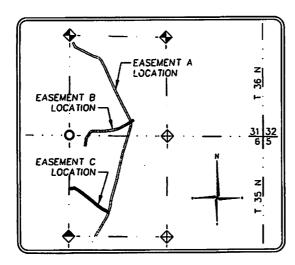
10/10/02 - 09:03 AM -- BARB 2002 COMMERCIAL ACCOUNT REVIEW INDICATED CORRECT EU AT 1 EU

EASEMENT IN EXCH. FOR TAP FEE



Pagosa Springs Waterline Easements

LOCATED IN SECTION 6, T 35 N, R 2 W, N.M.P.M. & SECTION 31, T 36 N, R 2 W, N.M.P.M. ARCHULETA COUNTY, COLORADO



VICINITY MAP

T 35 & 36 N, R 2 W, N.M.P.M.

1"=1000'

EASEMENT DESCRIPTIONS:

Twenty (20) foot wide easements, ten (10) feet each side of a centerline of an existing waterline, over and across a tract of land being the SW1/4SE1/4 of Section 31, Township 36 North, Range 2 West, N.M.P.M., and W1/2NW1/4 of Section 6, Township 35 North, Range 2 West, N.M.P.M., Archuleta County, Colorado, said centerlines being more particularly described as follows;

EASEMENT A:

Commencing at the CS1/16 Corner of Section 31, thence S 88*32'11" E, along the north line of said SW1/4SE1/4 of Section 31, a distance of 13 feet to the point of beginning: Thence S 16'00'00" E along said centerline of existing waterline, a distance of 80.00 feet; Thence S 26'00'00" E along said centerline of existing waterline, a distance of 90.00 feet; Thence S 63*30'00" E along said centerline of existing waterline, a distance of 270.00 feet; Thence S 46*30'00" E along said centerline of existing waterline, a distance of 67.00 feet; Thence S 27*00'00" E along said centerline of existing waterline, a distance of 110.00 feet; Thence S 24*00'00" E along said centerline of existing waterline, a distance of 320.00 feet; Thence S 26*30'00" E along said centerline of existing waterline, a distance of 440.00 feet; Thence S 23*00'00" E along said centerline of existing waterline, a distance of 40.00 feet; Thence S 02*00'00" W along said centerline of existing waterline, a distance of 50.00 feet; Thence S 02*00'00" W along said centerline of existing waterline, a distance of 50.00 feet;

Continued on Sheet 2

CERTIFICATE OF SURVEYOR:

I hereby state that this easement was prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and from documents recorded in the Office of the La Plata County, Colorado, Clerk and Recorder, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado.

Robert Bulguages, P.L.S.
Colorado Pegistration No. 38007

12.66.13 Date

the state of the s

GOFF

ENGINEFRING -> SURVEYING INC
198 ADORN PICHATOR
190 DUX 97
DURANGU, CGLORAND 81302
970.247,119

EXHIBIT A
Pagosa Springs
Waterline Easements

**COCA TO BER WATER

NOTICE:

According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Continued from Sheet 1

Thence S 16'30'00" W along said centerline of existing waterline, a distance of 400.00 feet; Thence S 12'30'00" W along said centerline of existing waterline, a distance of 325.00 feet; Thence S 16'30'00" W along said centerline of existing waterline, a distance of 275.00 feet; Thence S 08'30'00" W along said centerline of existing waterline, a distance of 90.00 feet; Thence S 16'00'00" W along said centerline of existing waterline, a distance of 88.00 feet; Thence S 20'30'00" W along said centerline of existing waterline, a distance of 50.00 feet; Thence S 29'00'00" W along said centerline of existing waterline, a distance of 135.00 feet; Thence S 30'00'00" W along said centerline of existing waterline, a distance of 184.13 feet to the south line of the NW1/4NE1/4 of Section 6 and the point of terminus, whence said CS1/16 Corner of Section 31 bears N 07'06'24" W, a distance of 2686.06 feet. Said easement being trimmed and extended to meet at angle points, said north line of SW1/4SE1/4 of Section 31 and said south line of the NW1/4NE1/4 of Section 6. Said easement is 3064.13 feet in length along existing waterline and water utilities. Containing 1.41 acres, more or less.

Commencing at the E1/16 Corner common to Sections 31 and 6, thence N 64°09'08" W, a distance of 498.67 feet to the point of beginning;

Thence S 53°00'00" W, a distance of 45.00 feet to a point on EASEMENT A as described

Thence S 61°30'00" W along said centerline of existing waterline, a distance of 172.00 feet; Thence S 75°30'00" W along said centerline of existing waterline, a distance of 95.00 feet;

Thence S 83'30'00" W along said centerline of existing waterline, a distance of 144.00 feet; Thence N 88'30'00" W along said centerline of existing waterline, a distance of 114.00 feet;

Thence along the arc of a tangent curve to the right with a delta angle of 60°00'00" and a radius of 50.00 feet, a distance of 52.36 feet, the long chord bears S 62°00'00" W along said centerline of existing waterline, a distance of 50.00 feet;

Thence S 32°00'00" W along said centerline of existing waterline, a distance of 90.00 feet; Thence S 08'00'00" W along said centerline of existing waterline, a distance of 103.00 feet to the point of terminus, whence said E1/16 Corner common to Sections 31 and 6 bears N 83"10"19" E, a distance of 1098.85 feet. Said easement being trimmed and extended to meet at angle points.

Said easement is 815.36 feet in length along existing waterline and water utilities. Containing 0.37 acres, more or less.

EASEMENT C:

Commencing at the CN1/16 Corner of Section 6, thence N 58'51'45" E, a distance of 619.28 feet to the point of beginning and from a point on EASEMENT A as described

Thence N 63°00'00" W along said centerline of an existing waterline, a distance of 92.00 feet;

Thence N 54'30'00" W, a distance of 77.00 feet;

Thence N 49'00'00" W, a distance of 100.00 feet;

Thence N 52'00'00" W, a distance of 163.00 feet;
Thence N 56'00'00" W, a distance of 75.00 feet;
Thence N 62'00'00" W, a distance of 42.00 feet;
Thence S 83'00'00" W, a distance of 74.88 feet to the west line of the NW1/4NE1/4 of Section 6 and the point of terminus, whence said CN1/16 Corner of Section 6 bears S 00'43'26" W, a distance of 625.25 feet. Said easement being trimmed and extended to meet at angle points, said west line of NW1/4NE1/4 of Section 6 and EASEMENT A described above.

Said easement is 623.88 feet in length along existing waterline and water utilities. Containing 0.29 acres, more or less.

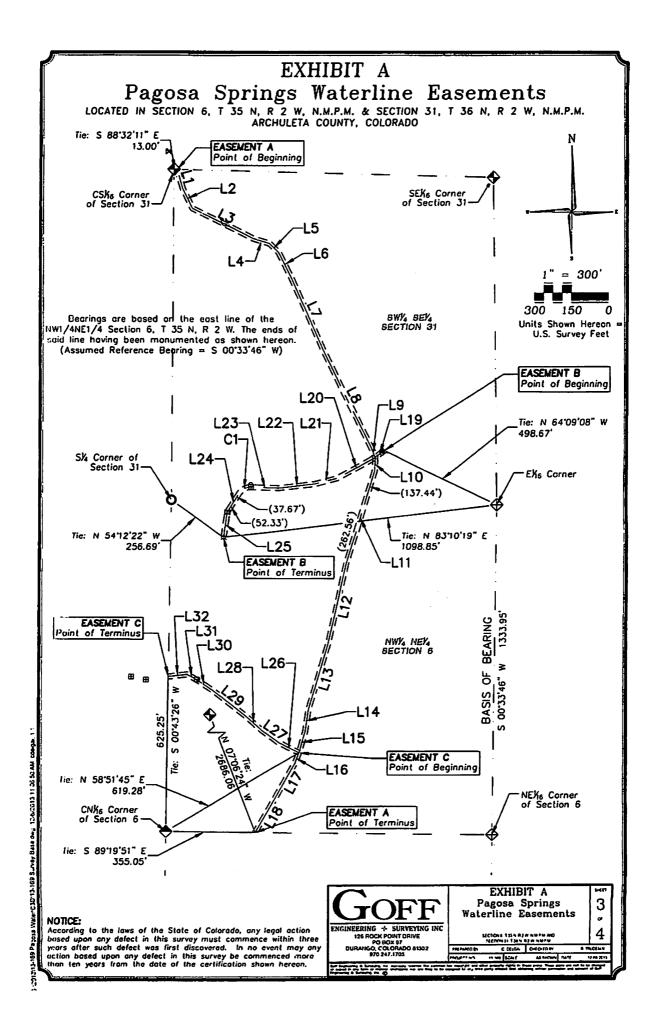
NOTICE:

According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. In no event may an action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



EXHIBIT A Pagosa Springs Waterline Easements

• 4 -



EXHIBIL Y

Pagosa Springs Waterline Easements Located in section 6, 1 35 n, R 2 w, n.m.p.m. & section 31, 1 36 n, R 2 w, n.m.p.m. A section 31, 1 36 n, R 2 w, n.m.p.m.

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FOUND 2-1/2" PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED PLS 19883

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THE TRAILS AT PAGOSA SPRINGS

100% Affordable 50-unit Multi-Family Development at 116 Alpha Dr, Pagosa Springs, CO 81147

Presented by:







PROJECT OVERVIEW

- Awarded 2023 9%
 Competitive HTC project through Colorado
 Housing and Finance
 Authority (CHFA)
- 75% COMPLETE IN CONSTRUCTION
- LEASE-UP STARTING JANUARY 1ST, 2026
- GHP is a long-term owner and operator



THE TRAILS AT PAGOSA SPRINGS

PAWSD- CURRENT BILLING

MONTHLY BASE CHARGE COST PER UNIT:

\$4,730.19 / 50 units = \$94.60/unit

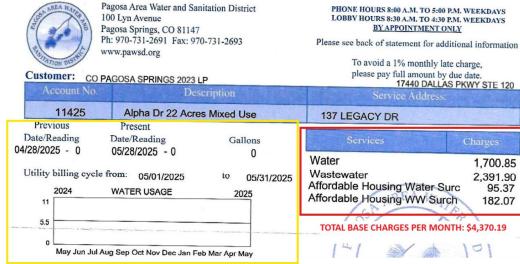
• ESTIMATED USAGE COST PER UNIT:

\$58.40/unit

• ESTIMATE TOTAL COST PER UNIT:

\$153.00/unit

MONTHLY COST AS % OF TOTAL RENT:



UTILI	TY	COST AS %	O	F BASE REN	T 1B/1B
AMI		1B		UTILITY COST	%UTILITY
30%	\$	573.00	\$	153.00	26.70%
50%	\$	956.00	\$	153.00	16.00%
60%	\$	1,147.00	\$	153.00	13.34%
70%	\$	1,338.00	\$	153.00	11.43%
80%	\$	1,530.00	\$	153.00	10.00%

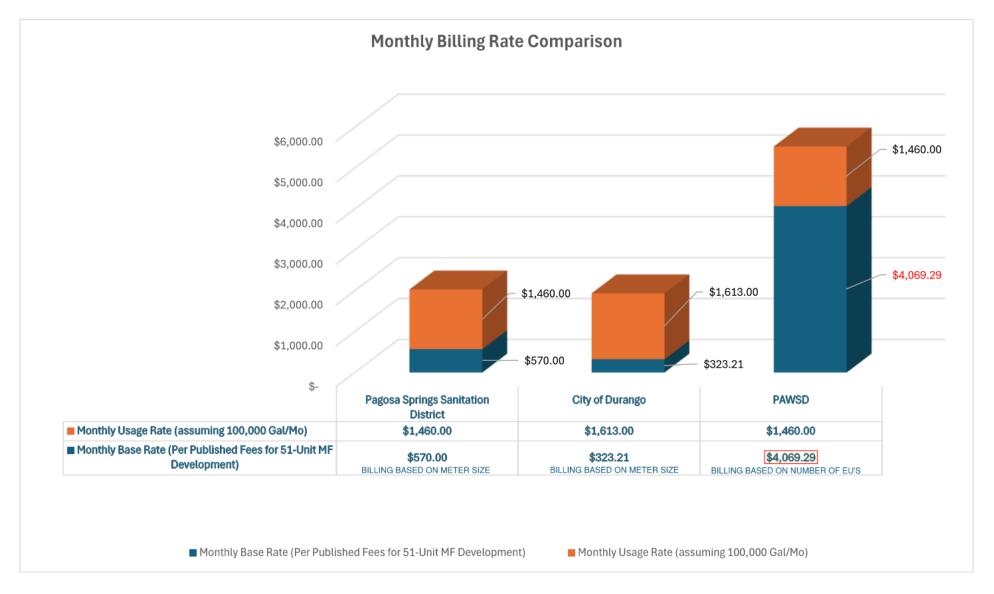
MONTHLY <u>BASE</u> CHARGE (PRIOR TO ANY WATER THROUGH THE METER): \$4,730.19

PAWSD VS. STATE OF COLORADO

- Average Water and Sewer Costs: \$40.25
- •Base Rent: Set at \$1,662 (midpoint from Apartment List), with a range of \$1,445-\$1,817
- •State of Colorado: Water/sewer cost (\$40.25) ÷ Base rent (\$1,662) × 100 ≈ 2.41%
- •PAWSD: Water/sewer cost (\$153.00) ÷ Base rent (\$1,147) x 100 = 13.34%

According to SOFI - Cost of Living in Colorado https://www.sofi.com/cost-of-living-in-colorado/

PAWSD VS. CITY OF DURANGO



OUR REQUEST: STUDY THE **BASE CHARGES**

2025 MULTI-FAMILY ACCOUNTS -TO BE COMPLE

- •Our first proposal is to have Timberline's "base charges" be studied to correct the number of EUs. EUs should be determined by the PAWSD meter size worksheet. We have a total fixture unit count of 613.35, which requires a 2-meter, and equates to 8 EUs. Our base charges should be based on 8 EUs. Not 51 EUs. Currently in the PAWSD resolution, base rate billing is determined at 1 EU per unit. A 6" water meter would need to be installed in order to actually be able to handle the capacity of 51 EUs of water- this is obviously much larger meter than our development will need. All other municipalities (Durango, Pagosa, etc.) determine EUs based on meter size rather than an arbitrary "1 EU per UNIT".
- •A second consideration would be consider billing Timberline, or large MF projects, as a Commercial Development for purposes of PAWSD base charges. If we are billed as a commercial development, we would estimate roughly 16 EUs based on commercial usage, and be charged a base rate of \$1,276.64 instead of \$4,069.29 per month. This is because commercial properties are billed based on meter size (16 EUs if commercial), vs. per EU (51 EU if multifamily).

Required Se	rvice Size ar	n <mark>d Equivalent Units Ch</mark> a	rt
Fixture Unit Count	Meter Size	* # Equivalent Units	** GPM
0-30.4	3/4"	1	50
30.5-52	1"	1.5	50
52.5-127	1"	2.5	50
128-375	1.5"	5	100
376-700	2"	8	180
701-1950	3"	16	320
1951-3700	4"	25	500
3,701-8,200	6"	50	1,000

2024 COMMERCIAL ACCOUNTS

This section to be completed by PAWS

Required Ser	vice Size an	d Equivalent Units Chart	
Fixture Unit Count	Meter Size	* # Equivalent Units	** GPM
0-30	3/4"	1	50
30.5-52	1"	1.5	50
52.5-127	1"	2.5	50
128-375	1.5"	5	100
376-700	2"	8	180
701-1950	3"	16	320
1951-3700	4"	25	500
3,701-8,200	6"	50	1,000



AFFORDABILITY UNIT MIX

	Ur	nit Mix		
Income Level	1-BR	2-BR	3-BR	Total
30%	2	1	2	5
50%	5	3	3	11
60%	6	4	4	14
70%	6	3	5	14
80%	3	1	2	6
Subtotal	22	12	16	50

	Archuleta Coun	ty U	Init Rent Limit	S	
AMI	1B		2B		3B
30%	\$ 573.00	\$	688.00	\$	795.00
50%	\$ 956.00	\$	1,147.00	\$	1,326.00
60%	\$ 1,147.00	\$	1,377.00	\$	1,591.00
70%	\$ 1,338.00	\$	1,606.00	\$	1,856.00
80%	\$ 1,530.00	\$	1,836.00	\$	2,122.00

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Occupation	Employer	Average Income	Source:
Administration, Parks Staff, Visitor Center Staff, Summer Youth Program Staff, Parks Maintenance	Town of Pagosa Springs	\$29,796	https://govsalaries.com/salaries/CO/town-of-pagosa-springs?year=2022
Pool Cleaner, Landscape Asst.	The Springs Resort and Spa	\$35,280 (\$18/hr)	Indeed.com
Assistant Teachers, Assistant Coaches, Administrative Staff	Archuleta School District	\$38,964	Archuleta School District Salaries - Colorado (govsalaries.com)
Cashier	Natural Grocers	\$37,360 (\$17.5/hr)	Indeed.com
Veterinary Assistant	San Juan Veterinary Hospital	\$38,400 (\$17.9/hr)	Indeed.com
Wastewater Collection Maintenance Technician	PAWSD	\$43,600 (\$21/hr)	Microsoft Word - Wastewater Collections .docx (pawsd.org)
Fire Fighters, Administrative Staff	Pagosa Fire Protection District	\$47,319	https://govsalaries.com/salaries/ CO/pagosa-fire-protection- district

Archuleta County 2024 National 2024 Area Median Income: \$95,300

THE TRAILS AT PAGOSA SPRINGS



QUESTIONS?

THE TRAILS AT PAGOSA SPRINGS

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	ect: Request for last see find attached pro						nt Fees – Habita lo not have any f			ne.



BUILDING A STRONGER WORKFORCE THROUGH HOMEOWNERSHIP

15 Homes in 5 Years: 2022 - 2026 Progress through Year 3







Leah Ballard, Executive Director Madeline Bergon, Construction Project Manager

OUR JOB GOES BEYOND BUILDING HOMES



Habitat provides turnkey, affordable housing services to workforce families earning 40 - 80% of the area median household income (AMI) in Archuleta County

QUALIFICATION

We ensure that applicants have reliable **income** and **credit** to be successful homeowners.



Habitat families complete home buyer education and "good neighbor" education classes.



MORTGAGES

We originate **USDA Rural Development Mortgages**providing a longer term,
low down payment, low
interest, and re-payable
mortgage subsidies.

PRESERVING AFFORDABILITY

Deed restrictions, owner occupancy requirement and "first right to refusal" to keep Habitat homes in the affordable inventory if homeowner must sell.



5 YEAR PLAN: 2022 - 2026 15 HOMES FOR 15 WORKFORCE FAMILIES

ARCHULETA COUNTY, WYNDHAM PAGOSA DONATION OF LOTS

The catalyst for our increased capacity.

HABITAT COLORADO CONSTRUCTION LOANS & GRANTS

Fund the construction costs, repaid by the family's mortgage.

ENERGY EFFICIENT HOMES FOR LONG TERM AFFORDABILITY

All-electric solar-powered modular homes are selected to fit the family and the neighborhood. Habitat staff, subcontractors and volunteers complete set at stitch.

INCREASE OUTREACH TO RECRUIT APPLICANTS & STAKEHOLDERS

Partnerships reduce building costs to keep homes affordable, and sustains this organization for long term impact.



What We've Done

• 1994 - 2021, our first 28 years we averaged one home per year, stick building building new homes down town and up town, and repairing existing homes in the community.



- 2022 two homes near Lake Hatcher on North Pagosa Blvd.
 - Axis Health Systems employee and her two children
 - Rise Above Violence employee and her two children
- 2023 three homes on Sam Houston Ave.
 - Archuleta County Employee, his wife and 4 children
 - Maintenance Supervisor for Archuleta Housing Corp., his wife and 3 children
 - A cleaning business owner and her two sons
- 2024 three homes on <u>Domicile Cir.</u> on time and under budget!
 - Heavy Equipment operators and their three children
 - First grade teacher and her two children
 - o A year round Wolf Creek Ski Area employee, his wife and two children

What's Next

- 2025, we are building three homes in Pagosa Highlands Estates
 - Three families were invited to partner to build in the fall of 2024, and will help build their own homes alongside volunteers and pay a mortgage they can afford.
 - Hospital staff and her three children
 - Veteran working in hospitality and her son
 - Town maintenance staff, a school teacher and their two children
- 2026: 4 homes to go in Chris Mountain Village II

2024 Build Season Stats

- 2,906 volunteer hours on our construction site
- 1,200 Partner Family sweat equity hours
- 1,510 off-site volunteer hours assisting staff with fundraising, real estate transactions, construction planning, and supporting family services.
- We hosted 2 high school interns thanks to the Building Trades Program at Pagosa Springs High School and Pagosa Springs Community Development Corporation.

34 local businesses and organizations generously contributed over \$63,000 of in-kind

labor.

• Partnered with Housing Assistance Council (HAC), winning their Technical Assistance Grant

 Brought \$250,000 of Colorado Department of **Housing Grant funds to Archuleta County**

received a private land donation valued at \$295,000

 Partnered with other rural Habitat Offices in the state to fund a Regional USDA Direct loan packager

Got all three partner families in their new homes for Christmas!





2024 Financial Stats

- received \$452,145 value in vacant land donations
 - \$421,000 of this was one private doner
- received over \$52,000 of in-kind donations on the construction site
- received \$73,965 of in-kind donations from local utility company, PAWSD
- received \$ 56,042 in cash donations
- brought \$278,021 grant dollars to Archuleta County
 - \$45,021 ARPA funds from BOCC
 - \$7,500 FHLB down payment assistance dollars
 - \$10,700 in miscellaneous government grants
 - \$200,000 Colorado Dept of Housing's Housing Development Grant
- put \$13,771 training and internship grant dollars to work
- earned \$24,498 in USDA mortgage packaging income
- earned \$5,624 from donated vehicles and construction materials
- Created \$396,656 in downpayment assistance for five local homeowners



COMMUNITY IMPACTS BEYOND HABITAT'S AFFORDABLE HOMEOWNERSHIP PROGRAM

With the addition of a dedicated NMLS licensed mortgage originator, we offer USDA Direct mortgage packaging for qualified applicants who were not selected as Habitat partners. Since 2022, eleven additional families are now homeowners in Archuleta County.

Volunteering with Habitat brings together workforce families, local and national volunteers, businesses, government and organizations to help solve a community challenge.











GOVERNMENT AND ORGANIZATIONAL STAKEHOLDERS

investing in "15 Homes in 5 Years" with Habitat Archuleta













- REFRESHINGLY AUTHENTIC -



Rural Development U.S. DEPARTMENT OF AGRICULTURE

There are opportunities for affordable workforce housing investment from every organization - these are some examples:

Schedule employee volunteer work days Grants for operational expenses or home construction

Service, Labor or Product donation Host Outreach meetings for Habitat to educate your employees/constituents on our homeownership program

Provide Lunch for a Habitat Work Day Advocate for Affordable Workforce Homeownership



These businesses and organizations have generously contributed donations and in-kind labor and materials to help build affordable workforce homeownership:

All American Plumbing Mountain Men Disaster Mitigation Alpha Engineering Murrey Land Surveying Alpha **Our Home Pagosa Bearfoot Garage Doors Engineering Quiller Electric, LLC Circle G Roofing** Colorado Dream Homes, Inc. **Pagosa Peak Family Dentistry Region 9 Economic Development Comfort Insulation** Concrete Connections Rocky Mountain Bird & Pest Solutions Dobson Solar Garage **Root House Coffee + Shop** Flying Dutchman **Rotary Club of Pagosa Springs** Foam Insulation Specialists tio San Juan Redi<mark>mix, LL</mark>C Signature Homes **Growing Spaces Harmony Mechanical TBK Bank LPEA** Terry's Ace Hardware **Miller Family Foundation Wolf Creek Realty** ountain & Meadow Real Estate **Wyndham Pagosa**

When working families have the security of homeownership, they are more vested in their neighborhoods, schools and jobs.



How can PAWSD support in 2025?

We appreciate Pagosa Area Water and Sanitation District's partnership in providing attainable homeownership for the workers in our community.

67 Durango Ct.

Lot 358 Pagosa Highlands Estates

• 72 Durango Ct.

Lot 360 Pagosa Highlands Estates

• 73 Durango Ct.

Lot 359 Pagosa Highlands Estates

Request for Considerations:

- Capital Investment Fees for water
- Capital Investment Fees for wastewater

All three properties are for Partner Families earning less that 80% AMI, two of them are under 60% AMI.

THANK YOU for your continued support!

Our Volunteers and Families are the Heart of Habitat















We are a Region 9 Enterprise Zone Contribution Project.
Your donation of \$250.00 or more receives a
Colorado State Tax Credit of
25% for cash donations
or 12.5% for in-kind donations



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2025 Pagosa Springs CDC Workforce Housing Project

Pagosa Springs Community Development Corporation

46 Eaton Drive | Pagosa Springs, CO

www.pagosaspringscdc.org

Emily@pagosaspringscdc.org



With Deep Gratitude

Thank you to **Pagosa Area Water and Sanitation District (PAWSD)** for waiving the 2024 Capital
Investment Fees for our Workforce Housing Project.

Your act of generosity made it possible to bring 10 homes to market—homes now filled by the people who keep our community running: teachers, 911 operators, fly fishing guides, and town employees.

Because of you, they now have a place to call home in the town they serve.

Your support is more than financial—it's a commitment to the heart of our community.





Overall Objective: Build 45 Workforce Housing Homes in 5Years

- Completed 10 Homes in 2024 in the 80%-100% Average Median Income
- TO Complete 5 Homes in AMI Limited by Available Grant Funding IN 2025
 - Build (3) 2 Bed/2 Bath/1 Car at 80% AMI
 2 persons = \$66,560 = 2 incomes
 - Build (2) 3 Bed/2 Bath/1 Car Under 100% AMI
 4 persons = \$103,900 = 2 incomes

While we recognize and respect the operational needs of PAWSD,

we are asking for your continued partnership in addressing the urgent need for local workforce housing.

By waiving the Capital Investment Fees for new services in this next phase, PAWSD can play an equal and essential role in helping bring these homes to market—homes for the very people who serve our community every day.

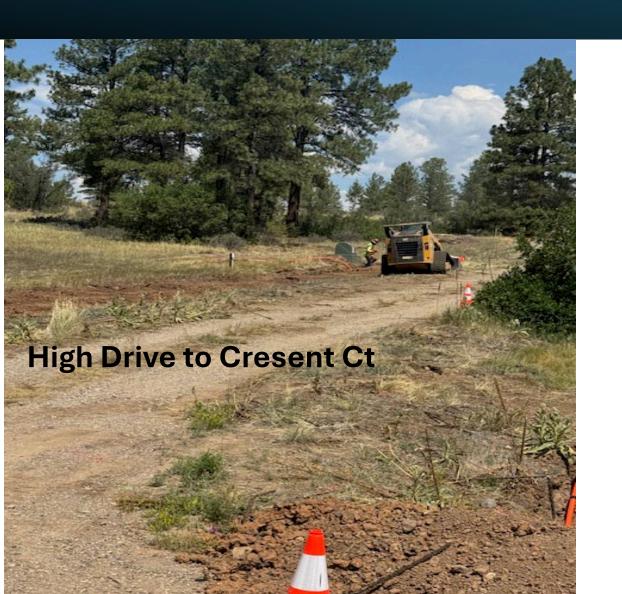




More Housing Now Update



Profound Impact on Housing due to our Housing Project

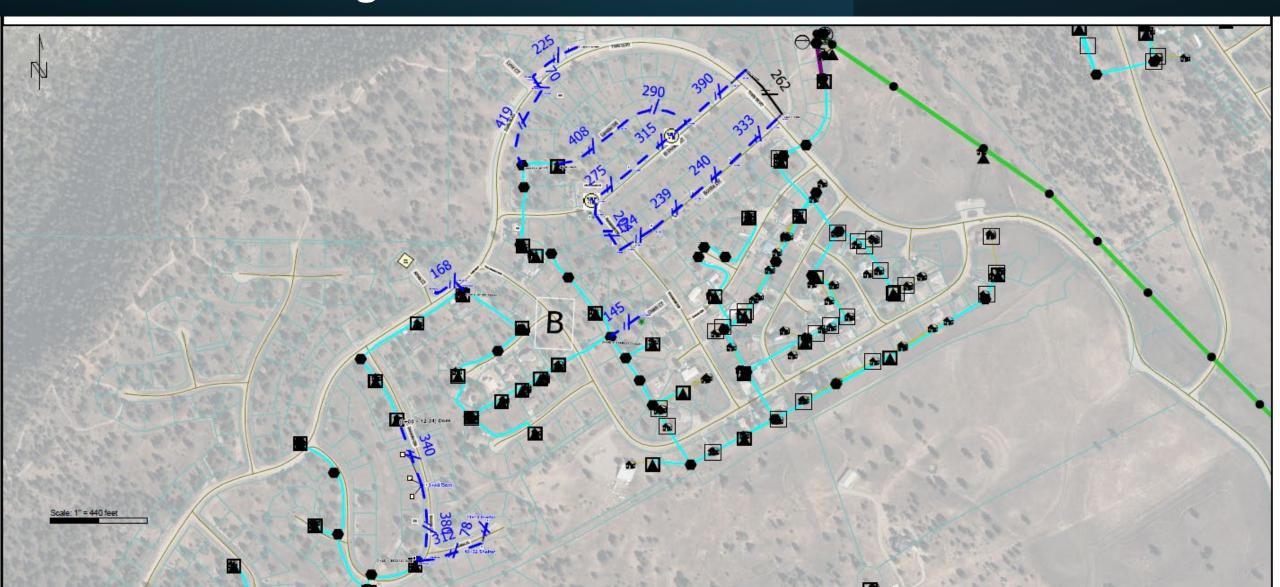




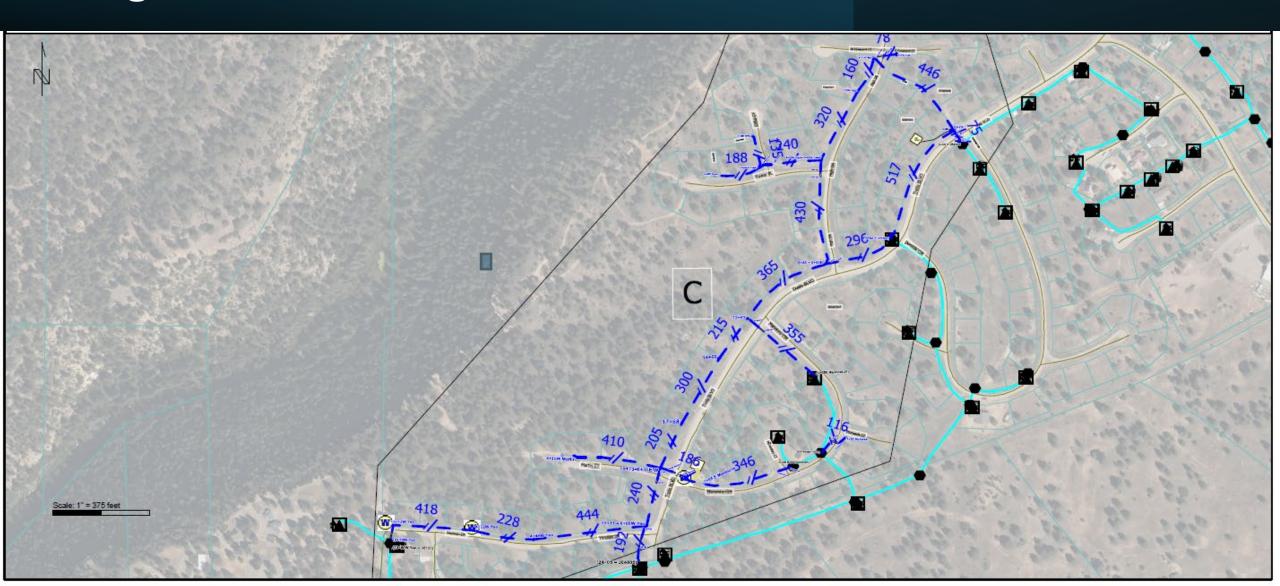
Build this Road and install Electric and Fiber

Completed by Crew: Completion Date: Line Supervisor: Inspected By: Store: 740C Code:	102 - New UG Construction	Location: Pagosa Trails - Travelers Subdivision: Pagosa Trails Map Reference: J62435 Primary Wire: (1/0); 1/0 CIC	LA PLATA ELECTRIC AS Colorado 32 La I UNDERGROUI Cir & Arroyo CT	Plata ND	R: <u>2.5W</u> S: <u>25</u> Ruling Span: <u>0</u>	Work Order No: Sheet No: Substation: Circuit #: County: Staked By: Date:	20240862A 4 of 9 PAGOSA - 47 P121 Archuleta Carolyn Foster 10/30/2024	
Scale 1" - 114 fee	.Bai 2= 18-46	Traveler's CIR Traveler's CIR	2.02 STATE 9 = 25-45 AF MR 3 = 23-60	188 aveler's (XENE 4 = 8490 XENE 2 = 64 STATE 10 = 26442		Ina 2 = 3-3 - 3-3 45		

Build this Road and install Electric and Fiber in Bonita and Eldorado go down Trails Blvd to Domicile



Build up Roads and install Electric and Fiber up Highdrive, Eifle, Martin, and Yeoman.



Every lot in Chris Mountain 2 and Trails is now fully served with electric, fiber, and improved roads.

Yet, five newly completed homes—already PAWSD customers—are still running on generators while awaiting final utility service connections.









Impact on Workforce & Affordable Housing

State-Approved Housing Needs Assessment

First in Colorado to complete and have the plan accepted under SB24-174.

Fair & Equitable Housing Lottery

Designed to ensure transparent and easy access to homeownership.

Proof Deed-Restricted Housing Inventory

Protects long-term affordability for essential workers and local families.

Affordable Housing Guidelines Created

Standardized framework adopted across all deed-restricted properties.



PSCDC & PAWSD Strong Partnership

- Through our strong partnership with PAWSD,
 PSCDC covered the cost of interns to help strengthen and expand PAWSD's workforce.
- This investment not only supported PAWSD's staffing needs but also provided valuable career experience for local talent—creating a pipeline for long-term employment in critical infrastructure.
- 2022: \$15,245.98 contributed
- **2023:** \$13,664.17 contributed
- **2025:** \$8,000.00 contributed
- Total Contributions: \$36,910.15



Community Partners







































Example of affordability when you bring home \$5546.67 80% AMI Gross Monthly

Gross Annual Income	Payroll Taxes	Car Payment	Car Insurance	Grocery	Gas	Utilities Gas, electric Water, sewer	Available for PITI Home Loan 30%	
80% AMI 2 persons \$66,560.00	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Total Monthly Expense
\$5,546.67/ Month Gross	\$998.33	\$533.00	\$255.00	\$600.00	\$400.00	\$331.00	\$1,849.00	=\$4,966.33
Remaining Income:	\$580.33		Not Included:	Health Insurance	Cell phone	RX	Cable TV	Internet

Our Commitment to PAWSD

We are committed to seeking more funding opportunities that support **PAWSD** and the community.

- Planned infrastructure improvements will unlock **165** new lots for affordable homes—generating an estimated **\$5.3** million in connection fees for PAWSD.
- We would love to see **PAWSD** employees benefit from this project.
- With your support, we can help keep teachers, healthcare workers, and essential staff living in the community they serve.
- PSCDC will actively promote PAWSD's role in this effort and recognize you as a **true community partner** working to solve Archuleta County's workforce housing crisis.



We respectfully request that PAWSD waive the Capital Investment Fees for Phase 2 of our workforce housing project.

This project is not just about building homes—it's about keeping the people who power our community right here in Archuleta County. Teachers, 911 operators, fly fishing guides, healthcare workers, and town employees all need a place to live close to where they serve.

Waiving these fees would directly lower the cost of each home, allowing us to deliver more units at a price our essential workforce can afford.

In turn, this investment would support PAWSD's long-term sustainability by retaining local employees and growing your customer base through additional development.

We hope PAWSD will continue to be a partner in this vital effort to ensure our community remains strong, staffed, and thriving.







Help Bring your employees affordable Housing!

Pagosa Springs Community Development Corporation

46 Eaton Drive | Pagosa Springs, CO

www.pagosaspringscdc.org

Emily@pagosaspringscdc.org

Thank you for your time and consideration!

Questions?



OH Pagosa, LLC

303 and 311 S 7th Street

Pagosa Springs, CO 81147

Project Description:



OH Pagosa, LLC holds a 12 -unit, multi-family affordable housing dwelling located in downtown Pagosa Springs, Colorado over two addresses.

The properties are under deed restrictions with the county, town and state.

<u># of Units</u> 303 7th	<u>Unit Type</u>	Square Footage	<u>Rent</u>		<u>ility</u> wance	<u>Total</u>	2024 <u>Max</u> §
1	One Bedroom	483	\$ 1,300.00	\$	64.00	\$ 1,364.00	\$
	One Beardon	400	Ψ 1,000.00	_ Ψ	04.00	\$	Ψ
2	One Bedroom	483	\$ 1,300.00	\$	64.00	1,364.00	\$
						\$	
3	One Bedroom	483	\$ 1,300.00	_ \$	64.00	1,364.00	\$
						\$	
4	Two Bedroom	822	\$ 1,750.00	_ \$	89.00	1,839.00	\$
5	One Bedreem	402	£ 4 200 00	.	C4.00	\$	œ.
	One Bedroom	483	\$ 1,300.00	_ \$	64.00	1,364.00	\$
6	One Bedroom	483	\$ 1,300.00	\$	64.00	\$ 1,364.00	\$
			+ 1,000100	_ *		\$	*
7	One Bedroom	483	\$ 1,300.00	\$	64.00	1,364.00	\$

8	Two Bedroom	822	\$ 1,750.00	\$ 89.00	\$ 1,839.00	\$
311 7th					\$ -	
					\$	
1	One Bedroom	540	\$ 875.00	\$ 64.00	939.00	\$
					\$	
2	One Bedroom	540	\$ 1,300.00	\$ 64.00	1,364.00	\$
					\$	
3	One Bedroom	540	\$ 875.00	\$ 64.00	939.00	\$
					\$	
4	One Bedroom	540	\$ 850.00	\$ 64.00	914.00	\$
					\$	
Total Units 12	Living Space	6702	\$15,200.00		16,018.00	\$

Application of PAWSD - Resolution 2020-03

OH Pagosa, LLC has spent \$16,223 on connection fees and is seeking a waiver on such fees. In addition, OH Pagosa, LLC pays a monthly "Affordable Housing Surcharge" for both properties and has since this was adopted by current Pawsd board.

OH Pagosa, LLC asks the board to remove the Affordable Housing Surcharge going forward as this is Affordable Housing......

Respectfully submitted.

OH Pagosa, LLC

USE RESTRICTION AGREEMENT WORKFORCE HOUSING

THIS USE RESTRICTION AGREEMENT (the "Agreement") is entered into this ______ day of ______, 2024 (the "Effective Date") by and between the TOWN OF PAGOSA SPRINGS, a Colorado home rule municipal corporation with an address of 551 Hot Spring Blvd., Pagosa Springs, Co. 81147 (the "Town"), and OH PAGOSA, LLC., a Colorado Limited Liability Company, with an address of 161 E. Log Hill Road, Pagosa Springs, Co. 81147 ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner owns certain real property within the Town, more particularly described as <u>303 S. 7th Street</u> (8 Dwelling Units) and <u>311 S. 7th Street</u> (4 Dwelling Units), Pagosa Springs, Co. 81147 (the "Properties"); and

WHEREAS, On May 19, 2022, Town Council approved a Density Bonus for an additional six (6) Dwelling Units for the proposed multifamily apartment building at 303 S. 7th Street (the "Development"), requiring a minimum of eight (8) deed restricted workforce Dwelling Units on the Properties; and

WHEREAS, In exchange for the Town's approval of a Density Bonus for the Development, the Owner has agreed to set aside a total of eight (8) units at 311 S. 7th Street and 303 S. 7th Street for the required 8 deed restricted units to lease to Qualified Residents or Qualified Households; and

WHEREAS, on August 22, 2024, Town Council approved a financial contribution of \$50,000 to OH Pagosa, LLC towards the Development's required public infrastructure improvements for 303 S. 7th Street and directed staff to execute a revised Use Restriction Agreement to secure two (2) units less than or equal to 80% of AMI and one (1) unit less than or equal to 120% of AMI for a period of 30 years; and

WHEREAS, pursuant to the above described \$50,000 financial contribution, the previous Use Restriction Agreement executed on April 1, 2024 is restated in its entirety below to also include the additional Use Restriction Agreement obligations for 303 S. 7th Street associated with Town's financial contribution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Property Owner Covenants.

- a. The Owner agrees to set aside the eight (8) Dwelling Units ("Workforce Housing Units") of the Properties (303 S. 7th Street and 311 S. 7th Street), to lease to Qualified Residents or Qualified Households in accordance with the restrictions described in paragraphs 5 and 6 below; and
- b. The Owner agrees to complete the Development of the 303 S. 7th Street property in accordance with the Town approved Major Design Review and Building Permit applications, including the proposed, approved and required Public Infrastructure

- Improvements comprised of: on-street parking, curb, gutter and sidewalk improvements to accommodate the parking needs of the Development; and
- c. The Owner agrees that during the two (2) Terms of this Agreement as described in Section 4, that the Properties are hereby burdened with the covenants and restrictions specified in this Agreement.

2. Town Considerations.

- a. The Town agrees to grant a density bonus of six (6) additional Dwelling Units for the Development; and
- b. The Town has waived the portion of the building permit and plan review fees associated with the Workforce Housing Units, waiving a total of \$4,779.63 in application fees; and
- c. The Town has approved a financial contribution for the Development for expenses associated with the Development's required public infrastructure improvements in the amount of \$50,000.
- 3. <u>Definitions</u>. For purposes of this Agreement, terms shall have their defined meaning according to the Pagosa Springs Land Use Development Code and guidelines set forth in **Exhibit B**, attached hereto and incorporated herein (the "Guidelines"), and the following terms shall have the following meanings:
 - a. Average Median Income ("AMI") as published by the Colorado Housing and Finance Authority for Archuleta County, Colorado, and as described in Section 5 of this Agreement.
 - b. *Development* means the approved multifamily apartment building of 8 residential dwelling units located at 303 S. 7th Street.
 - c. *Dwelling Unit* means a single unit within the Development or within 311 S. 7th Street which provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
 - d. *Owner* means any individual(s) or company(s) that has legal rights, control, or legal title of or over the Properties..
 - e. *Principal place of residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's principal place of residence, the criteria set forth in C.R.S. § 31-10-201(3), as amended, shall apply.
 - f. *Properties* means both 303 S. 7th Street (8 dwelling units) and 311 S. 7th Street (4 dwelling units).
 - g. Qualified Household means a household having at least one Qualified Resident or a group of persons that contains at least one Qualified Resident wherein the household

gross income does not exceed the AMI" levels as described in Section 5 of this Agreement and as published by the Colorado Housing and Finance Authority for Archuleta County, Colorado. A Qualified Household may not have adult occupants that are not Qualified Residents.

- h. *Qualified Resident* means a person who is a permanent resident and works a minimum of 32 hours per week or 1,000 hours per year or more at a business in Archuleta County, Colorado, or at the Wolf Creek Ski Resort in Mineral County, Colorado, that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business, and whose annual income is shown to be less than or equal to the AMI levels described in Section 5 of this Agreement and as published annually by the Colorado Housing and Finance Authority for Archuleta County, Colorado. To determine that a person is a Qualified Resident or group is a Qualified Household, Owner shall apply the Guidelines. An exception is a permanent resident residing at the property that is retired or disabled that is not working a minimum of 32 hours per week, however, will still need to qualify based on income.
- 4. <u>Term.</u> This Agreement has two Terms associated with the Town's Density Bonus approval, exemption of fees and financial contribution for the Development, as described below.
 - a. First Agreement Term for the eight (8) restricted units as described in Section 5.a.i. shall automatically expires seven (7) years from the <u>(Date 8 units where first leased)</u> Effective Date ("First Agreement Term")), whereupon restrictions contained in Section 5.a.i. of this Agreement, shall become null and void and of no force and effect. Upon expiration of the First Agreement Term, the Town agrees to execute and deliver to Owner, and Owner shall be permitted to record in the property records of Archuleta County, Colorado, any such instrument as Owner reasonably determines is necessary or appropriate to evidence the termination of Section 5.a.i. of this Agreement.
 - <u>b.</u> Second Agreement Term for three (3) restricted units as described in Section 5.a.ii. <u>shall</u> automatically expires thirty years (30) years from the <u>(Date 3 units where first leased, Effective Date ("Second Agreement Term")</u>), whereupon restrictions contained in Section 5.a.ii. of this Agreement, shall become null and void and of no force and effect. Upon expiration of the Second Agreement Term, the Town agrees to execute and deliver to Owner, and Owner shall be permitted to record in the property records of Archuleta County, Colorado, any such instrument as Owner reasonably determines is necessary or appropriate to evidence the termination of Section 5.a.ii. of this Agreement and expiration of the restrictive use and occupancy set forth herein.c. Exhibit x contains the Effective Dates of such units for purposes of this section.
- 5. Occupancy Restrictions for Workforce Housing Units.
 - a. Owner shall provide the following deed restricted workforce dwelling units:
 i. As approved on May 19, 2022, by the Town Council as a condition of the approved Density Bonus and fee exemptions, Owner has agreed to Deed restrict a total of eight (8) workforce dwelling units between 303 S. 7th Street and 311 S. 7th Street for a total of eight (8) deed restricted units for a minimum of seven (7) years; with four (4) units to be rented to Qualified Resident or a Qualified Household earning less than or equal

to 80% of AMI; and two (2) units to be rented to Qualified Residents/Households earning less than or equal to 100% of AMI; and two (2) units to be rented to Qualified Resident or a Qualified Household earning less than or equal to 120% of AMI.

ii. As approved on August 22, 2024 by Town Council as a condition of providing a \$50,000 financial contribution towards the Development's required public infrastructure improvements, Owner has agreed to further restrict three (3) units at 303 S. 7th Street from the units as listed in Section 5.a.i., as follows: two (2) units to be rented to Qualified Resident or a Qualified Household earning less than or equal to 80% of AMI and one (1) unit to be rented to Qualified Resident or a Qualified Household earning less than or equal to 120% of AMI for a period of 30 years from the date of this Agreement.

Therefore, Owner will have in total eight (8) restricted units as follows:

Two (2) restricted units earning less than or equal to 80% of AMI for a minimum period of seven (7) years

Two (2) restricted units earning less than or equal to 80% of AMI for a minimum period of thirty (30) years

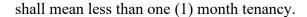
Two (2) restricted units earning less than or equal to 100% of AMI for a minimum period of seven (7) years

One restricted unit earning less than or equal to 120% of AMI for a minimum period of seven (7) years

One restricted unit earning less than or equal to 120% of AMI for a minimum period of thirty (30) years.

The restricted units shall be floating units over the minimum periods, meaning that the units at the Properties designated by the Owner as restricted units may change from time to time.

- b. Owner shall allow occupancy of a Workforce Housing Units only by written lease binding a Qualified Resident or a Qualified Household to occupancy for a duration of at least one (1) month.
- c. Every occupied Workforce Housing Unit shall at all times, subject to the allowances further described in this Agreement, be occupied by a Qualified Resident or a Qualified Household for whom the Dwelling Unit is his or her or their principal place of residence.
- d. All leases for Workforce Housing Units shall prohibit subleasing.
- e. All leases for a Workforce Housing Unit shall prohibit short-term rental of the Dwelling Unit by the occupant, and for the purposes of this Agreement "short-term"



- f. Owner shall lease the Workforce Housing Units to Qualified Residents or Qualified Households or hold out the Workforce Housing Units for lease to Qualified Residents or Qualified Households. An exception being if a Qualified Resident or a Qualified Household tenant cannot be found after proper advertisement and soliciting for a period of 45 days, one of the required 8 deed restricted units may be leased to a non-Qualified Resident, following approval by the Town. The Owner shall notify the Town prior to renting to a non-Qualified Resident and provide documented evidence that a Qualified Resident cannot be found, for the Town's consideration of approval. This condition shall not exceed 6 months without notifying the Town and providing evidence of the difficulty in finding a Qualified Resident, for the Town's consideration of extending such approval.
- g. Owner shall not conduct any business activity on or in the Properties, or within the Development other than for residential occupancy or as otherwise permitted within the zone district applicable to the Properties, and Owner will include similar language in all leases restricting such business activity by Tenants.
- 6. <u>Maximum Rent Restrictions</u>. For each Workforce Housing Unit Owner shall not charge more than the maximum rent allowed by the most recent Income Limit and Maximum Rent Limit Table, as published annually by the Colorado Housing and Finance Authority ("CHFA") for Archuleta County, to a Qualified Resident or Qualified Household.
- 7. <u>Annual Verification</u>. No later than June 1st of each year, beginning in the year following the first occupancy of the Development, Owner shall submit or cause to be submitted by Owner's authorized representatives or agents, including, but not limited to, a property manager or qualified auditor engaged by Owner, to the Town for each Qualified Resident or Qualified Household occupied Workforce Housing Unit, as well as for the Development generally, the following information, which information shall be certified by each such tenant to be true and correct:
 - a. Evidence to establish to the Town's reasonable satisfaction that the required number of Dwelling Units are leased to and occupied by only Qualified Residents or Qualified Households, including documentation showing how the Owner applied the Guidelines, herein attached as Exhibit A, to qualify the tenant(s) named on each Dwelling Unit's lease as a Qualified Resident or Qualified Household for new leases and any renewing leases.
 - b. A copy of the lease form currently used to lease Dwelling Units and the current rent roll for the property listing the names of each tenant and the Dwelling Unit in which the tenants reside.
 - c. Proof of Owner's annual calculation of the applicable annual income restriction less than or equal to the specified AMI levels described in Section 5 and as published annually by the Colorado Housing and Finance Authority for Archuleta County, which is inclusive of the cost of utilities, in accordance with Section 3 of the Guidelines.
 - d. Proof of each Workforce Housing Unit's maximum rental rate, as specified in Section

- 6 herein, as based on the Qualified Resident's or Qualified Household's income in accordance with Section 3 of the Guidelines.
- e. Owner shall ensure that commercial property and liability insurance is maintained for the properties.
- 8. <u>Audit Rights</u>. If at any time the Town or the Town's representative has reasonable cause to believe Owner is violating the occupancy restrictions set forth in Section 5 of this Agreement, the Town, at the Town's sole cost and expense, may audit Owner's books and records related to the lease and occupancy of the Dwelling Units between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with 24 hours written notice. Owner shall cooperate with any such audit, and if an audit confirms Owner is in violation of the occupancy restrictions, Owner shall reimburse the Town for any and all costs and expenses of the audit.
- 9. <u>Notice of Intent to Sell Property.</u> In-lieu of the Town's considerations defined in section 2 associated with this project and the Town's interest to secure long-term workforce housing units, during the term of this agreement the Owner shall provide the Town with written notice within 21 days of Owner's intent to list the property for sale.
- 10. Breach and Remedies. In the event of a breach of this Agreement by Owner, if Owner fails to cure such breach within 90 days after written notice from the Town (identifying the breach and specifying the facts and circumstances giving rise to such breach), the Town shall have the right to demand immediate payment for any fees it waived pursuant to Section 2(b) of this Agreement. Additionally, if the default is due to Owner's failure to comply with the use and occupancy restriction set forth in Sections 5, the Town may recover liquidated damages in an amount equal to shortfall in the number of required Workforce Housing Units multiplied by the average monthly rental rate for all Workforce Housing Units located in the Development. By way of illustration only, if Owner has leased or reserved for lease only four (4) Workforce Housing Units at any time during the term of this Agreement, Owner shall be responsible for liquidated damages to the Town equal to four (4) (shortfall in required Workforce Housing Units) times the average monthly rent for all Workforce Housing Units. Such liquidated damages shall be paid monthly until the default is cured.

11. Miscellaneous.

- a. <u>Modification</u>. This Agreement may only be modified by subsequent written agreement of the Parties.
 - <u>Integration</u>. This Agreement and any attached exhibits constitute the entire agreement between Owner and the Town, superseding all prior oral or written communications.
- b. Runs with the Land. Subject to the terms and conditions set forth herein, the benefits and obligations of the Parties under this Agreement shall run with the land, and Owner's obligations hereunder shall be binding on Owner's successors and assigns, and any subsequent holder of an ownership interest in the Properties, for the First and Second Term of this Agreement.

- c. <u>Severability</u>. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.
- d. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Archuleta County, Colorado.
- e. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- f. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.
- g. <u>Notice</u>. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.
- h. <u>Recording</u>. This Agreement shall be recorded with the Archuleta County Clerk and Recorder.

(signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	TOWN OF PAGOSA SPRINGS:
ATTEST:	Shari Pierce, Mayor
April Hessman, Town Clerk	
	OWNER: OH Pagosa, LLC.
	Peter Hurley, Manager
STATE OF COLORADO) ss.	
COUNTY OF)	
	forn to and acknowledged before me this day eter Hurley, a manager of OH Pagosa LLC., on
Witness my hand and official seal. Notary Public (S E A L)	
My commission expires:	

EXHIBIT A

GUIDELINES

1. <u>Purpose</u> . The purpose of these	e Guidelines is to set forth the criteria for establishing
a Qualified Resident for a Dwelling Unit of the	he Development and Properties pursuant to the Deed
Restriction Agreement dated	, 2024 (the "Agreement"), by and between the
TOWN OF PAGOSA SPRINGS, a Colorado	home rule municipal corporation (the "Town"), and
OH Pagosa., LLC., A Colorado Limited Liab	oility Company.

- 2. <u>Definitions</u>. All capitalized terms herein shall have the meanings set forth in the Agreement.
- 3. <u>Application</u>. Owner must establish a person is a Qualified Resident by requesting and reviewing the following information:
- a. Verification (*e.g.*, wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a business in Archuleta County, Colorado, or at the Wolf Creek Ski Resort in Mineral County, Colorado, that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business;
- b. Evidence that the applicant has worked, or is expected to work, an average of 32 hours per week or 1,000 hours or more per year for one or more of such businesses; and
- c. Income verification documents as needed to show income at less than or equal to 120% AMI, including without limitation federal and state income tax returns, W2s, 1099s, bank and credit card statements, release forms for employment and tax information; and
- d. A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and
- e. A signed statement certifying and acknowledging that all information submitted in such application is true to applicant's best knowledge and authorizing verification of all information submitted.



Pagosa Area Water & Sanitation District

100 Lyn Ave Pagosa Springs, CO 81147

(970) 731-2691 Pay by phone: (866) 765-3729 info@pawsd.org Monday - Friday 8:00 am - 4:00 pm

The District Office will be closed Monday, September 1st in observance of Labor Day.

Have your bill paid automatically each month with Xpress Bill Pay's hassle-free Auto Pay feature.

Billing Address

8/12/25, 11:21 AM

OH PAGOSA LLC 161 E LOG HILL RD PAGOSA SPRINGS, CO 81147

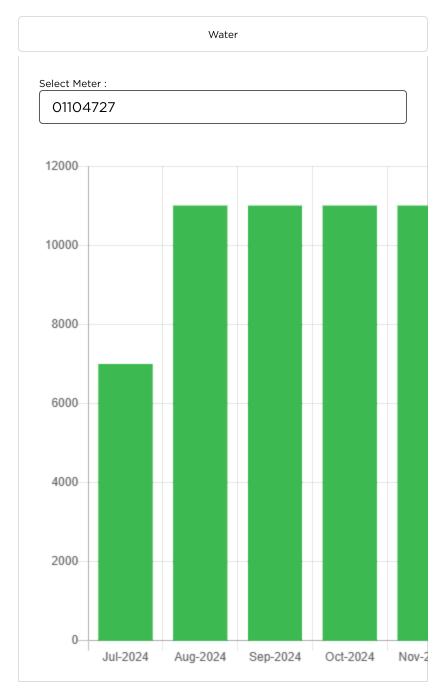
Service Address

303 S 7TH ST 06985 PAGOSA SPRINGS, CO 81147

DESCRIPTION	PREV READ DATE	READ DATE	METER	PREV READIN
WA	06/28/2025	07/28/2025	01104727	138

Account	P			
Information				
Account Number	6985			
Billing Period End 07/3	31/2025			
Account Type	Utility			
Due Date 08/	/26/202 5			
Select Billing Period 7/31/2025				
Total Charges				
Water	\$266.80			
Affordable Housing Water Surch	\$14.96			
Statement Charges	\$281.76			
Amount Due	\$281.76			

Previous Payment Date Previous Payment Amount 07/26/2025 \$281.76



The information displayed here is provided by Pagosa Area Water & Sanitation District. If there is a discrepancy, please contact Pagosa Area Water & Sanitation District. Please note that this bill is only displaying payments made on or after 08/01/2025. Payments made directly to Pagosa Area Water may or may not be displayed here.