

# **Ridgway Town Council Regular Meeting Agenda Wednesday, July 9, 2025**

Pursuant to the Town's Electronic Participation Policy,  
the meeting will be conducted both in person and via a virtual meeting portal. Members of the public may attend in person at the Community Center, located at 201 N. Railroad Street, Ridgway, Colorado 81432, or virtually using the meeting information below.

## ***Join Zoom Meeting***

<https://us02web.zoom.us/j/89722050267?pwd=ZtRvufbXwVJRuLSBSYdzsbc7GWD1TU.1>

*Meeting ID: 897 2205 0267*

*Passcode: 717247*

*Dial by your location*

*+1 346 248 7799 US*

*+1 253 215 8782 US*

**5:45 p.m.**

**ROLL CALL** Councilors Kevin Grambley, Polly Kroger, Michelle Montague, Terry Schuyler, Josey Scoville, Mayor Pro Tem Beth Lakin and Mayor John Clark

## **ADDITIONS & DELETIONS TO THE AGENDA**

**ADOPTION OF CONSENT CALENDAR** All matters listed under the consent calendar are considered to be routine by the Town Council and enacted by one motion. The Council has received and considered reports and recommendations prior to assigning consent calendar designations. Copies of the reports are on file in the Town Clerk's Office and are available to the public. There will be no separate discussion on these items. If discussion is requested, that item will be removed from the consent calendar and considered separately.

1. Minutes of the Regular Meeting of June 11, 2025.
2. Minutes of Special Meeting on June 2, 2025.
3. Register of Demands for July 2025.
4. Renewal of restaurant liquor license for Greenwoods.
5. Renewal of restaurant liquor license The Old Firehouse.
6. Renewal of tavern liquor license for the Sherbino Theater.

**PUBLIC COMMENTS** Established time for the public to address the Council regarding any item not otherwise listed on the agenda. Comments will be limited to 5 minutes per person.

**POLICY MATTERS** Public comments will be limited to 5 minutes per person; overall discussion of each item may be limited to 20 minutes.

7. Confirmation or amendment of Stage III Water Restrictions - Town Manager.
8. Update on the Beaver Creek Diversion Restoration Project - Town Engineer.
9. Discussion and direction regarding the setting of a date for a Special Town Council meeting in July - Town Manager.

**PUBLIC REQUESTS AND PRESENTATIONS** Public comments will be limited to 5 minutes per person; discussion of each item may be limited to 20 minutes.

10. Presentation regarding tobacco retail licensing - Becca Doll-Tyler, Ouray County Public Health Agency.
11. Request to close public rights-of-ways for the annual Noel Night on Friday, December 5<sup>th</sup> - Michi Countryman.

**POLICY MATTERS** Public comments will be limited to 5 minutes per person; overall discussion of each item may be limited to 20 minutes.

12. Release of Subdivision Improvement Agreement Vista Park Commons - Town Manager.
13. Memorandum of Understanding by and between the Town of Ridgway and Ridgway Chautauqua Society (DBA The Sherbino) concerning the Ridgway Independent Film Festival - Town Manager.
14. Update and staff recommendation regarding the Affordable Housing Services Administrator solicitation process - Town Manager.
15. Resolution No. 25-07 Supporting Public Lands - Mayor Clark.
16. Discussion and direction regarding a Letter of Intent for the Local Implementation, Mitigation, and Policy Action (Local IMPACT) Accelerator grant opportunity - Town Manager.
17. Confirmation or amendment of Emergency Restrictions, promulgated by the Town Manager, on burning and fires within the Town of Ridgway - Town Manager.

**WRITTEN AND VERBAL REPORTS** Written reports may be provided for informational purposes prior to the meeting updating Council on various matters that may or may not warrant discussion and action.

18. Proposed schedule for preparation of the 2026 Fiscal Year Budget.
19. Town Manager's Report.

**COUNCIL COMMITTEE REPORTS** Informational verbal reports from Councilors pertaining to the following committees, commissions and organizations:

Committees & Commissions:

Ridgway Planning Commission - Councilor Montague and Mayor Clark

Ridgway Parks, Trails & Open Space Committee - Councilor Kroger

Ridgway FUSE - Councilor Grambley

Ridgway Sustainability Advisory Board - Councilor Schuyler; alternate - Mayor Pro Tem Lakin

Ridgway Scholarship Committee - Mayor Pro Tem Lakin and Mayor Clark

Board Appointments:

Ouray County Weed Board - Mayor Pro Tem Lakin; alternate - Town Manager

Ouray County Joint Planning Board - Councilor Montague, citizens Rod Fitzhugh & Tom McKenney; alternate - Councilor Schuyler

Sneffels Energy Board - Councilor Schuyler and Town Manager; alternate - Mayor Clark

Region 10 Board - Mayor Clark  
WestCO Dispatch Board - Town Marshal; alternate - Town Manager  
Gunnison Valley Transportation Planning Region - Town Manager  
Ouray County Transit Committee - Town Manager  
Ouray County Water Users Association - Mayor Pro Tem Lakin; alternate - Councilor Montague  
Water and Land Committee for the Uncompahgre Valley - Councilor Montague; alternate - Town Manager  
Colorado Communities for Climate Action – Mayor Pro Tem Lakin; alternate - Town Manager  
Colorado Municipal League Policy Committee - Town Manager  
Home Trust of Ouray County - Town Manager  
EcoAction Partners Board of Directors - Mayor Pro Tem Lakin; alternate - Councilor Kroger

Liaisons:  
Chamber of Commerce - Councilmember Scoville  
Communities That Care Coalition - Mayor Clark  
Ouray County Fairgrounds - Councilor Schuyler

## **ADJOURNMENT**

Deadline for agenda items for next regular meeting, Wednesday, August 6, 2025 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

# Consent Agenda

RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING  
JUNE 11, 2025

CALL TO ORDER

The meeting was held both in person and via virtual meeting portal Zoom Meeting, pursuant to the Town's Electronic Participation Policy.

The Mayor called the meeting to order at 5:30 p.m. In attendance Councilors Grambley, Kroger, Montague, Scoville, Mayor Pro Tem Lakin and Mayor Clark. Councilor Schuyler was not present for the roll call.

CONSENT AGENDA

1. Minutes of the Regular Meeting of May 14, 2025.
2. Register of Demands for June 2025.
3. Renewal of restaurant liquor license for El Agave Azul.
4. Renewal of brew pub liquor license for Colorado Boy Brewing.
5. Renewal of fermented malt and wine license for Ridgway Conoco.
6. Renewal of fermented malt and wine license for Ridgway Shell.

**ACTION:**

It was moved by Councilmember Kroger, seconded by Councilor Grambley and carried unanimously to approve the consent agenda.

PUBLIC COMMENTS

Paul Hebert asked the Council to consider looking into alternatives from the use of magnesium chloride for dust control on dirt roads. He stated he feels the product is detrimental to trees, and noted "there are lots of alternatives".

There were comments by the Council.

Councilor Schuyler entered the meeting at 5:35 p.m.

Paula James questioned the accessory dwelling regulations regarding monthly utility charges, and stated they should be waived to alleviate property owners from passing the charge to the tenants.

There were comments by the Council.

Michelle Montague asked that the Town encourage restaurants to use compostable take out food containers.

## PUBLIC REQUESTS AND PRESENTATIONS

### 7. Request to close N. Cora for Annual Bennet Forgeworks Block Party

The Town Clerk reported the Town has received an application to close N. Cora Street between Railroad and Roundhouse from 5:00 to 10:00 p.m. on August 28<sup>th</sup>, for the annual Bennett Forgeworks Block Party.

#### ACTION:

Councilor Montague moved to approve the closure of N. Cora between Railroad and Roundhouse on August 28<sup>th</sup> between 5:00 pm and 10:00 pm for the Annual Bennett Forgeworks Block Party. Councilmember Kroger seconded and the motion carried unanimously on a roll call vote.

### 8. Request to hold Ridgway Rocks music festival in Hartwell Park

The Town Clerk explained an application has been received to hold a new event in Hartwell Park on August 24<sup>th</sup>. The event called Ridgway Rocks, will be held from 11:00 am to 7:00 pm with free attendance and will feature five local bands.

#### ACTION:

Councilor Montague moved to approve the request to hold Ridgway Rocks music festival in Hartwell Park on August 24<sup>th</sup> from 11:00 am to 7:00 pm, Councilmember Grambley seconded and the motion carried unanimously on a roll call vote with Councilor Kroger abstaining.

### 9. Request to close N. Clinton Street for celebration of new mural on the Space to Create Building

The Town Clerk announced the FUSE committee is holding an event on June 20<sup>th</sup> to celebrate the new mural on the Space to Create Building. A request to close Clinton Street between Cora and the alley, including the north alleyway, between 4:00 and 7:00 pm has been received.

#### ACTION:

Councilmember Montague moved, Councilor Scoville seconded, to approve the closure of Clinton Street between Cora and the alley on June 20<sup>th</sup> from 4:00 to 7:00 pm. The motion carried on a roll call vote with Councilor Kroger abstaining.

### 10. Proclamation Declaring June as Immigrant Heritage Month

Kaisa Simon with Tri-County Health requested adoption of a proclamation which nationally recognizes Immigrant Heritage Month.

#### ACTION:

Moved by Councilmember Schuyler, seconded by Councilmember Kroger to adopt the Proclamation Declaring June as Immigrant Heritage Month. With the motion on the floor there was a question from the Council. After a call for the vote the motion carried unanimously on a roll call vote.

11. Proclamation Supporting the Fifth Annual Ouray County Pride Celebration

Kaisa Simon thanked the Council for supporting the annual Ouray County Pride Celebration and asked for adoption of a proclamation.

There were comments and discussion by the Council.

ACTION:

Moved by Councilor Kroger, seconded by Councilmember Grambley, the motion to approve the Proclamation Supporting the Fifth Annual Ouray County Pride Celebration and acknowledging the month of June as Pride Month carried unanimously on a roll call vote.

12. Request to close Clinton Street for Colorado Boy Community Block Party

The Town Clerk presented a request from Colorado Boy Brewery to close Clinton Street on August 2<sup>nd</sup> for a community block party. A stage will be placed in the middle of the street for live music, and local artists will be showcased on the sidewalks.

There was discussion by the Council and it was agreed the street closure should be between Cora and the alley, and the time of closure between noon and 10:00 pm.

ACTION:

Councilor Montague moved to approve the request to close Clinton Street for a Community Block Party on August 2<sup>nd</sup>, with the conditions the stage be placed not further than the west side of the alley and no music past 10:00 pm. Councilor Scoville seconded and the motion carried unanimously on a roll call vote.

PUBLIC HEARINGS

13. Application for Tavern Liquor License for The Adobe Inn at 251 Liddell Drive

Staff Report from the Town Clerk dated 6-4-25 presenting an application for a tavern liquor license for The Adobe Inn.

The Town Clerk explained the Town has received an application for a tavern liquor license from OT Hospitality LLC, members: Hunter Orahoad and Seth Tabor, for the premises at 251 Liddell Drive. The trade name of the business is The Adobe Inn. The applicant is leasing the premises and approval would include licensing the patio areas on the east, south and west sides of the building for outdoor consumption of alcohol.

ACTION:

Moved by Councilmember Montague, seconded by Councilmember Kroger to approve the liquor license from OT Hospitality LLC, members Seth Tabor and Hunter Orahoad doing business as The Adobe Inn at 251 Liddell Drive. The motion carried unanimously on a roll call vote.

14. Application for Final Plat for RidgSix Townhomes PUD

Staff Report from Planner Angie Kemp dated 6-5-25 presenting submittal of the Subdivision Final Plat for RidgSix Townhome Planned Unit Development.

Planner Kemp explained the RidgSix Townhome development is on Lots 16-20 of Block 28, which contains a single family residence on the southwest corner addressed as 283 N. Cora; owner of the property is North Cora Street LLC. The preliminary plat was approved in August of 2022 and since this time all improvements have been installed. The Master Plan finds these housing types suitable; and the application is being processed under prior sections of the Municipal Code, she noted. At the May 31<sup>st</sup> meeting the Planning Commission recommended the Town Council approve the Subdivision Final Plat with three conditions.

There were questions from the Council to the applicant.

ACTION:

Councilmember Grambley moved to approve the Final Plat for RidgSix Subdivision, a Planned Unit Development, with the following conditions, finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan: 1) prior to the Town recording the Final Plat with the Ouray County Clerk and Records Office, all remaining excise tax, tap fees, and other fees shall be paid by the developer, as applicable; 2) prior to the Town recording the Final Plat with the Ouray County Clerk and Records Office, all clerical, grammatic, technical and procedural non-material amendments to application materials shall be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards; 3) the plat shall be modified to include clear language to identify ownership, maintenance and repair of the stormwater system that has been installed on the site, in a format that is acceptable to the Town Engineering Department. Councilor Kroger seconded the motion which carried unanimously on a roll call vote.

15. Application for Sketch Plan and Preliminary Plat for Dalwhinnie-Athletic Park Annexation

Staff Report dated 6-5-25 from Planner Kemp presenting the Preliminary Plat for the Dalwhinnie Subdivision.

The Town Planner explained part of The Preserve PUD was annexation of 3.23 acres owned by the Dalwhinnie Group and the Town of Ridgway, three parcels were created and .72 acres consisting of right-of-way on County Road 23. One of the parcels will be used for a sanitary lift station which was required by the Town. The annexation was approved on September 6, 2024 by the Council. She noted the intent of processing a preliminary plat for the annexed portion of the Preserve PUD is to consolidate the conditional preliminary plat approved in 2020. At the May 31<sup>st</sup> meeting the Planning Commission recommended the Council approve the preliminary plat with three conditions. It was noted the lift station will require approval from the Colorado Department of Public Health and Environment, which is a rigorous process for review and approval.

Representing the applicant, Chris Hawkins with Alpine Planning, reported the “second round of civil engineering to upgrade standards has been submitted to the Town Engineer and State”. He stated “the goal is to begin this summer”, but the development “may have to request another extension”.

ACTION:

Moved by Councilmember Montague to approve the Preliminary Plat for the Dalwhinnie Annexation Subdivision finding compliance with the regulations of the Municipal Code and general conformance with the Master Plan and Ridgway Municipal Code criteria. The motion was seconded by Councilor Schuyler and carried unanimously on a roll call vote.

16. Discussion regarding proposed changes to affordable housing regulations and definitions to define community housing

Staff report dated 6-5-25 from Planner Angie Kemp presenting proposed ordinance changes reviewed by the Planning Commission.

Planner Kemp presented a draft ordinance reviewed by the Planning Commission which establishes a code section in the Municipal Code addressing affordable housing regulations and defining community housing. She stated after numerous public meetings the code changes were developed to provide an inclusionary housing policy to promote mixed income development. For developments over three lots, ten percent of the units or lots are to be designated community housing; also includes incentives to developers that exceed the requirements. She presented a Community Housing Guidelines which will not be codified, but will work with, and complement the new regulations. The guidelines will be updated every year to meet area median income, which changes annually through the Department of Housing and Urban Development.

There were comments from the Council and discussion ensued.

Speaking from the audience Jack Young with the Vista Park Commons Development, noted "AMI doesn't work to get any profits" when "you only make three percent on a house".

There were comments from the Council.

It was agreed to continue to research what other communities and housing authorities around the state are establishing for inclusionary housing and affordable housing; and hold community forums during the summer months for public feed back.

17. Request to appoint Council representative to the EcoAction Partners Board of Directors

Manager Neill presented a letter from EcoAction Partners dated 5-27-25 requesting a member of the Council serve on their board of directors.

ACTION:

Moved by Councilor Schuyler to appoint Mayor Pro Tem Lakin as Town representative to the Eco Action Board of Directors, and Councilor Kroger as the alternate. After a second by Councilor Montague, a call for the vote carried unanimously on a roll call vote.

MISCELLANEOUS REPORTS

The Town Manager presented an overview of the monthly written Managers Report.

Councilor Schuyler addressed the recent Sustainability Advisory Committee meeting.

ADJOURNMENT

The meeting adjourned at 7:45 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

RIDGWAY TOWN COUNCIL  
MINUTES OF SPECIAL MEETING  
JUNE 2, 2025

CALL TO ORDER

The meeting was held both in person and via virtual meeting portal Zoom Meeting, pursuant to the Town's Electronic Participation Policy.

The Mayor called the meeting to order at 5:30 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Grambley, Kroger, Montague, Schuyler, Scoville, Mayor Pro Tem Lakin and Mayor Clark in attendance.

1. Review of existing conditions and alternative analysis for the Beaver Creek Diversion Restoration Project

Memorandum and report dated 5-30-25 from RESPEC Engineering presenting existing conditions and alternative analysis for the Beaver Creek Diversion Restoration Project.

Manager Neill explained RESPEC Engineering has prepared a report outlining conditions and alternatives for the Beaver Creek Diversion project, and is seeking a consensus on which alternative to follow. After preparation of construction documents submittal will be made for state and federal approvals.

Alan Leak, RESPEC Principal Engineer in Charge, presented highlights from the analysis report and stated damage received during the August 2024 high intensity thunderstorm, initiated a one hundred year flood event covering the existing watershed. The incoming flow was heavily laden with debris, including large woody material and coarse sediments including large rocks. The channel banks eroded and widened, hydraulic force and debris rapidly eroded the adjacent bank, and the push-up dam breached under the pressure of the floodwaters. Once breached the full volume of the flood was released down the original main channel. The sudden surge transported a massive load of gravel and cobbles which were deposited across the valley floor burying the main channel under a thick layer of coarse sediment and the diversion structure and sluice channel were completely buried with small boulders and cobbles. The event caused the diversion and ditch to be completely inoperable, he noted.

Engineer Leak explained selecting the most stable site will be critical to restoring the diversion and ditch operations. Replacing the existing diversion would be the less stable option, he noted. Approximately 200 feet upstream of the current diversion, a string of glacial boulders exist which confine the valley and create a terrace above the current channel, and the bank is stable with mature trees. This location offers the most laterally stable location to construct a new diversion. Moving the headgate to this location would not trigger a change in water rights and environmental permitting should be minimal given proximity to the existing structure. 800 feet upstream the Beaver Creek Valley becomes significantly narrower and more confined by steep slopes. This confined section may offer greater channel stability and reduced avulsion risk, but the site revealed several critical limitations that make it unsuitable for a diversion structure, would trigger the need for a change in water rights, and environmental permitting could be difficult.

Design alternatives include replicating the existing diversion structure using a similar configuration of an "in-creek push-up dam" that direct water into a side channel, where it is collected by a grated intake structure that allows surface water to pass through while blocking small diameter cobbles. From the grate water flows through a sluice channel designed to further remove small diameter materials and has a side channel that returns water to the creek. Other dam options considered were a rock weir, concrete weir and sheet piling. All of the weir options would require regular

maintenance to clean out a headgate intake, and can be vulnerable to damage or displacement from landslides or high-flow events. Additional design alternatives include use of a Coanda screen in conjunction with a rock weir, to improve water quality as it provides filtration; or a buried intake/infiltration gallery, which would function by capturing subsurface flows through screened pipes installed horizontally beneath the creek bed to filter through the coarse substrate before entering the intake system. To minimize maintenance trips to the site a measurement vault with measurement equipment and instrumentation to facilitate remote reading. All of the design alternatives require channel restoration and bank stabilization. To reduce construction costs, environmental impact and landowner impact, the recommendation is to maximize the use of onsite materials such as boulders for grade control and bank stabilization and downed trees for floodplain, channel and bank stabilization.

Engineer Leak presented the alternatives: 1) restore the diversion structure at the existing location 2) rock weir with Coanda screen 200 feet upstream 2a) add an infiltration gallery 2b) add telemetry. The company is recommending Alternative 2, a rock weir with a Coanda screen and an optional infiltration gallery upstream of the weir.

Consensus was to use Alternative 2 and consider addition of an infiltration gallery and telemetry if deemed viable and worthwhile by staff and the consultants. The Council also agreed to afford latitude to the staff and consultants to determine the best path forward as they become aware of site conditions and constraints.

## ADJOURNMENT

The meeting was adjourned at 6:10 p.m.

Respectfully Submitted,

Pam Kraft  
Town Clerk

# Town of Ridgway

## Register of Demands

### July 2025

Name	Memo	Account	Paid Amount
<b>Black Hills Energy-Broadband</b>		<b>Alpine-Operating Account</b>	
	5/22/25 - 6/21/25	783PO1 · Broadband Station	-15.10
TOTAL			-15.10
<b>Black Hills Energy-Lift Station</b>		<b>Alpine-Operating Account</b>	
	5/22/25 - 6/21/25	942SOO · Utilities	-25.45
TOTAL			-25.45
<b>Black Hills Energy-Town Hall</b>		<b>Alpine-Operating Account</b>	
	5/22/25 - 6/21/25	742PO1 · Utilities - comm cntr/town hall	-12.25
	5/22/25 - 6/21/25	842GO3 · Utilities	-12.25
	5/22/25 - 6/21/25	542GOO · Utilities	-12.24
TOTAL			-36.74
<b>Black Hills Energy-Hartwell Park</b>		<b>Alpine-Operating Account</b>	
	5/22/25 - 6/21/25	742POO · Utilities	-37.76
TOTAL			-37.76
<b>Black Hills Energy-PW Office</b>		<b>Alpine-Operating Account</b>	
	5/22/25 - 6/21/25	642GO2 · Utilities	-11.90
	5/22/25 - 6/21/25	942SOO · Utilities	-11.90
	5/22/25 - 6/21/25	942WOO · Utilities	-11.91
TOTAL			-35.71
<b>Black Hills Energy-PW Building</b>		<b>Alpine-Operating Account</b>	
	5/22/25 - 6/21/25	742POO · Utilities	-9.69
	5/22/25 - 6/21/25	642GO2 · Utilities	-9.70
	5/22/25 - 6/21/25	942SOO · Utilities	-9.70
	5/22/25 - 6/21/25	942WOO · Utilities	-9.70
TOTAL			-38.79
<b>Montrose Water Factory, LLC</b>		<b>Alpine-Operating Account</b>	
		732PO1 · Supplies - c center/town hall	-31.25
		632GO2 · Supplies & Materials	-14.37
		732POO · Supplies & Materials	-14.37
		932SOO · Supplies & Materials	-14.38
		932WOO · Supplies & Materials	-14.38
		632GO2 · Supplies & Materials	-10.00
		732POO · Supplies & Materials	-10.00
		932SOO · Supplies & Materials	-10.00
		932WOO · Supplies & Materials	-10.00
TOTAL			-128.75
<b>Browns Hill Engineering &amp; Con...</b>		<b>Alpine-Operating Account</b>	
	July 2025	914WOO · Consulting & Engineering Ser...	-2,639.00
TOTAL			-2,639.00

**Town of Ridgway**  
**Register of Demands**  
July 2025

Name	Memo	Account	Paid Amount
<b>Eagle Appraisal Group</b>		<b>Alpine-Operating Account</b>	
	witness for hearing	572GOO · Property Purchase	-3,803.50
TOTAL			-3,803.50
<b>Murray Dahl Beery &amp; Renaud LLP</b>		<b>Alpine-Operating Account</b>	
	condemnation attorney	572GOO · Property Purchase	-14,908.49
TOTAL			-14,908.49
<b>Artspace Projects Inc.</b>		<b>Alpine-Operating Account</b>	
	mngmnt & cleaning - Apr 2025	778PO1 · Decker Room	-650.00
	mngmnt & cleaning - May 2025	778PO1 · Decker Room	-650.00
TOTAL			-1,300.00
<b>WestCo</b>		<b>Alpine-Operating Account</b>	
	3rd qtr 2025	885GO3 · Dispatch Services	-16,086.31
TOTAL			-16,086.31
<b>UNCC</b>		<b>Alpine-Operating Account</b>	
	May 2025	915WOO · Dues & memberships	-26.41
	May 2025	915SOO · Dues & Memberships	-26.40
TOTAL			-52.81
<b>GovOS, Inc</b>		<b>Alpine-Operating Account</b>	
	July 2025	538GOO · GOV OS Services	-1,699.45
TOTAL			-1,699.45
<b>Marlin Leasing Corporation</b>		<b>Alpine-Operating Account</b>	
	July 2025	948SOO · Office Equipment - Leases	-100.39
	July 2025	948WOO · Office Equipment - Leases	-100.39
TOTAL			-200.78
<b>City of Grand Junction</b>		<b>Alpine-Operating Account</b>	
		918SOO · Testing & Permits - sewer	-658.80
TOTAL			-658.80
<b>Federal Express</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-308.01
TOTAL			-308.01

**Town of Ridgway**  
**Register of Demands**  
**July 2025**

Name	Memo	Account	Paid Amount
<b>Southwestern Systems Inc.</b>		<b>Alpine-Operating Account</b>	
	pump & clean - lift stations @ Redcliff	931SOO · Maintenance & Repairs	-3,305.00
TOTAL			-3,305.00
<b>John Deere Financial</b>		<b>Alpine-Operating Account</b>	
	seat covers - 2025 F150 EV	861GO3 · Vehicle Maintenance & Repair	-79.98
TOTAL			-79.98
<b>Faery &amp; Fae</b>		<b>Alpine-Operating Account</b>	
	mural celebration - face painting	532GOO · Creative/Main Street Program	-250.00
TOTAL			-250.00
<b>Joan Chismire</b>		<b>Alpine-Operating Account</b>	
	mural celebration - chalk	532GOO · Creative/Main Street Program	-11.52
TOTAL			-11.52
<b>LO-NOTE LLC</b>		<b>Alpine-Operating Account</b>	
	mural - photos	532GOO · Creative/Main Street Program	-100.00
TOTAL			-100.00
<b>Polly VOX LLC</b>		<b>Alpine-Operating Account</b>	
	mural celebration - music	532GOO · Creative/Main Street Program	-200.00
TOTAL			-200.00
<b>Brown Chicken Brown Cow</b>		<b>Alpine-Operating Account</b>	
	mural celebration - food	532GOO · Creative/Main Street Program	-400.00
TOTAL			-400.00
<b>Kim's Housekeeping LLC</b>		<b>Alpine-Operating Account</b>	
	Jun 2025	779POO · Janitorial Service - parks	-1,512.00
	Jun 2025	779PO1 · Janitorial Services-c/t hall	-504.00
	Jun 2025	545GOO · Janitorial Services	-504.00
	Jun 2025	778PO1 · Decker Room	-382.50
TOTAL			-2,902.50
<b>Ouray County</b>		<b>Alpine-Operating Account</b>	
	Emergency Network	834GO3 · Program Participation	-6,000.00
TOTAL			-6,000.00

**Town of Ridgway**  
**Register of Demands**  
**July 2025**

Name	Memo	Account	Paid Amount
<b>Western Paper Distributors</b>		<b>Alpine-Operating Account</b>	
	paper products	732POO · Supplies & Materials	-557.50
TOTAL			-557.50
<b>Clear Networx, LLC</b>		<b>Alpine-Operating Account</b>	
	July 2025	778PO1 · Decker Room	-100.00
TOTAL			-100.00
<b>Clear Networx, LLC</b>		<b>Alpine-Operating Account</b>	
	July 2025	543GOO · Telephone	-56.00
	July 2025	643GO2 · Telephone	-56.00
	July 2025	843GO3 · Telephone	-61.00
	July 2025	943WOO · Telephone	-56.00
	July 2025	943SOO · Telephone	-56.00
	July 2025	530GOO · Computer	-50.00
	July 2025	630GO2 · Computer	-50.00
	July 2025	730POO · Computer	-50.00
	July 2025	830GO3 · Computer	-50.00
	July 2025	930WOO · Computer	-50.00
	July 2025	930SOO · Computer	-50.00
	July 2025	843GO3 · Telephone	-40.00
TOTAL			-625.00
<b>True Value</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-219.19
		732POO · Supplies & Materials	-305.43
		732PO1 · Supplies - c center/town hall	-40.28
		932SOO · Supplies & Materials	-230.23
		932WOO · Supplies & Materials	-492.73
		778PO1 · Decker Room	-93.14
		861GO3 · Vehicle Maintenance & Repair	-170.22
TOTAL			-1,551.22
<b>Community Planning Strategie...</b>		<b>Alpine-Operating Account</b>	
	Feb 2025	513GOO · Planning Consulting	-2,683.50
TOTAL			-2,683.50
<b>SGM</b>		<b>Alpine-Operating Account</b>	
	thru 6/14/25	552GOO · GIS Mapping - admin	-86.67
	thru 6/14/25	952WOO · GIS Mapping - water	-86.67
	thru 6/14/25	952SOO · GIS Mapping - sewer	-86.66
TOTAL			-260.00
<b>Points Consulting</b>		<b>Alpine-Operating Account</b>	
	Housing Analysis	535GOO · Affordable Housing	-2,204.50
TOTAL			-2,204.50

**Town of Ridgway**  
**Register of Demands**  
July 2025

Name	Memo	Account	Paid Amount
<b>Colorado Analytical</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-24.00
TOTAL			-24.00
<b>CivicPlus LLC</b>		<b>Alpine-Operating Account</b>	
	codification - annual 7/1/25 - 7/1/26	519GOO · Contractual Services	-1,769.37
TOTAL			-1,769.37
<b>Ouray County</b>		<b>Alpine-Operating Account</b>	
	victim advocate - 2025	834GO3 · Program Participation	-11,475.96
TOTAL			-11,475.96
<b>Ouray County</b>		<b>Alpine-Operating Account</b>	
	victim advocate - 2024	834GO3 · Program Participation	-3,117.91
TOTAL			-3,117.91
<b>CIRSA</b>		<b>Alpine-Operating Account</b>	
		520GOO · Insurance (Property/Casulty)	-4,518.13
		720POO · Insurance (Property/Casulty)	-4,518.12
		920WOO · Insurance (Property/Casualty)	-4,518.12
		920SOO · Insurance (Property/Casulty)	-4,518.12
TOTAL			-18,072.49
<b>Mr. Lock</b>		<b>Alpine-Operating Account</b>	
	rekey	732PO1 · Supplies - c center/town hall	-83.50
TOTAL			-83.50
<b>BearSaver</b>		<b>Alpine-Operating Account</b>	
	trash & recycle recepticals	775POO · Park Improvements	-14,722.00
TOTAL			-14,722.00
<b>DiscountCell LLC</b>		<b>Alpine-Operating Account</b>	
	cell - 2025 F150 EV	870GO3 · Vehicle Purchase	-921.60
TOTAL			-921.60
<b>Buckhorn Engineering</b>		<b>Alpine-Operating Account</b>	
	engineering - banner poles	514GOO · Consulting Services	-2,312.50
TOTAL			-2,312.50

**Town of Ridgway**  
**Register of Demands**  
 July 2025

Name	Memo	Account	Paid Amount
Consolidated Electrical Distrib...		Alpine-Operating Account	
	motor - lift station Redcliff	932SOO · Supplies & Materials	-909.07
	motor - lift station Redcliff	932SOO · Supplies & Materials	-508.78
	refund motor - lift station Redcliff	932SOO · Supplies & Materials	491.20
TOTAL			-926.65
VISA - Alpine Bank		Alpine-Operating Account	
		Alpine Bank	-10,921.68
TOTAL			-10,921.68

## AGENDA ITEM #7



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 2, 2025  
Agenda Topic: **Confirmation or amendment of Stage III Water Restrictions, promulgated by the Mayor, restricting the use of Town water**

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#### **BACKGROUND:**

At the May 14<sup>th</sup> meeting of the Town Council, Stage I Voluntary Water Restrictions were enacted by the Town Council. On June 19<sup>th</sup>, with water consumption numbers up, with no rain in the immediate forecast, and with the Town's limited water supply this summer due to the [Beaver Creek Diversion Restoration Project](#), Mayor Clark promulgated Stage II Mandatory Water Restrictions. Less than a week after that on June 25<sup>th</sup>, it was clear that demand was continuing to exceed supply and the pre-sedimentation ponds above the Water Treatment Plant were depleting rapidly. At that point, Mayor Clark enacted Stage III Water Restrictions and the non-potable water supply to the Town's parks was turned off. On June 27<sup>th</sup>, Public Works team members traveled to the Beaver Creek Diversion and successfully constructed a temporary piping solution to get more water into the Ridgway Ditch. It's worth noting that on June 30<sup>th</sup>, the non-potable water system was charged up and Hartwell Park was irrigated, and the Town received some stints of rain the week of June 30<sup>th</sup>.

The Stage III Water Restrictions, as can be found below and in the Town's Water Conservation and Management Plan (attached) are now subject to confirmation or amendment by the Town Council.

- Largest outdoor water users significantly curtailed.
- No irrigating between the hours of 9:00 a.m. and 6:00 p.m., or when windy, in order to minimize evaporation, and anytime on Mondays.
- Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays and Saturdays.
- Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays and Sundays.
- Restaurants only serve water upon customer request.

#### **RECOMMENDATION:**

With a temporary, yet unstable piping solution now constructed at the Beaver Creek Diversion, and with supply now exceeding demand, staff has re-commenced irrigating the parks in an effort to keep the grass alive. Staff would feel comfortable remaining in Stage III restrictions or reverting to Stage II restrictions. Regardless of what stage Council would like to be in, staff will continue monitoring the situation closely and will continue significant public outreach on drought conditions and water supply outlook.

#### **ATTACHMENT:**

Water Conservation and Management Plan

**Resolution No. 18-08**

**Resolution of the Town Council of Ridgway, Colorado  
Amending the Town of Ridgway Water Conservation and Management Plan**

**WHEREAS**, the water supply for the Town of Ridgway is a precious, valuable and critical resource for the Ridgway community; and

**WHEREAS**, the Town of Ridgway, State of Colorado and the United States have seen periods of drought that significantly impact the local water supply, threatening the health, safety and welfare of our communities; and

**WHEREAS**, the Town Council desires to be proactive in communicating with the Ridgway community and water users of town-supplied water regarding the water conservation efforts that will be employed and the timing of such water restrictions; and

**WHEREAS**, the Town Council desires to conserve water in times of need to insure effective and safe delivery of water to the Ridgway community during all times, including in times of restricted or limited water supply and drought; and

**WHEREAS**, the Town Council adopted Resolution 2018-06 on April 11, 2018 establishing six stages of limited water supply and various, graduated mechanisms for curbing water demand during times of drought or water plant limitations; and

**WHEREAS**, persistent drought in 2018 realized the first time in the history of the Town that mandatory water restrictions were put into place and there is now a need to update and modify the Water Conservation and Management Plan.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** the Ridgway Water Conservation and Management Plan as defined herein is ratified.

## Water Conservation and Management Plan

Stage	Trigger Condition	Goals	Actions
Stage I	Voluntary Restrictions: Statewide Drought Status (Begin May 1)	Good management of limited water supply;  Public education.	<ul style="list-style-type: none"> <li>• Does not apply to drip systems and use of hand-watering containers.</li> <li>• No irrigating between the hours of 10:00 am - 7:00 pm, or when windy, in order to minimize evaporation, and anytime on Mondays.</li> <li>• Properties located on the SOUTH side of Hwy 62 &amp; Hunter Parkway – irrigate only on Tuesdays, Thursdays and Saturdays.</li> <li>• Properties located on the NORTH side of Hwy 62 &amp; Hunter Parkway – irrigate only on Wednesdays, Fridays and Sundays.</li> <li>• Outreach on water use and fixing leaks, limited gardening, etc.</li> </ul>
Stage II	Mandatory Restrictions: Demand exceeds system capacity, or water from the town storage reservoir (Lake O) is needed to meet demand)	Effect change in water demand to lower town-wide water use;  Significant public outreach on plant limitations and/or drought conditions and water supply outlook.	<u>Maintain all Stage I curtailments plus:</u> <ul style="list-style-type: none"> <li>• Properties located on the SOUTH side of Hwy 62 &amp; Hunter Parkway – irrigate only on Tuesdays and Saturdays.</li> <li>• Properties located on the NORTH side of Hwy 62 &amp; Hunter Parkway – irrigate only on Wednesdays and Sundays.</li> <li>• Town Parks irrigation limited to the minimum needed to keep grass alive.</li> </ul>
Stage III	Demand remains above system capacity and tank levels are not sustained after Stage I and Stage II actions or when Lake O water depth falls 2 feet below peak storage for the year, or Lake O depth falls below 6.5 feet.	Make a significant and real impact on real water use and water demand;  Significant public education on serious limitations with plant capacity and/or water supply.	<u>Maintain all Stage II curtailments plus:</u> <ul style="list-style-type: none"> <li>• Water Waste Ordinance activated, including emergency rate structure reducing base water use allocation and increasing cost of water (may require more frequent meter readings for use and leak detection).</li> <li>• Largest outdoor water users significantly curtailed.</li> <li>• Restaurants only serve water upon customer request.</li> <li>• Restrictions apply to all outdoor irrigation including drip systems, hoses, hand-watering.</li> <li>• Properties located on the SOUTH side of Hwy 62 &amp; Hunter Parkway – irrigate only on Saturdays. Properties located on the NORTH side of Hwy 62 &amp; Hunter Parkway – irrigate only on Sundays.</li> </ul>

Stage	Trigger Condition	Goal	Actions
Stage IV	Demand remains above system capacity and tank levels are not sustained after Stage III actions, or when Lake O water depth falls 3 feet below peak storage for the year, or Lake O depth falls below 5 feet.	Significantly reduce water demand as much as possible  Significant public outreach and enforcement	Maintain all Stage III curtailments plus:  <ul style="list-style-type: none"> <li>No outdoor irrigation, except Town Parks may continue watering at minimum levels to keep grass alive and provide gathering and play space</li> </ul>

Additional efforts and restrictions or limitations on water use and management of the Lake O water levels to be maintained may be considered by the Town Council as necessary and appropriate for the preservation of the public health, safety and welfare during times of limited water supply. The Council may also consider alternative approaches with parks irrigation

## Enforcement

Enforcement of this Water Conservation and Management Plan is per the Ridgway Municipal Code (RMC) and other enforcement provisions for the Town of Ridgway, including but not limited to **RMC Section 2-4: Administrative Enforcement of the Ridgway Municipal Code:**

Under the existing Code Section for Administrative Enforcement, the general process, in part, is as follows, and is only provided here to provide notice to the Ridgway Community:

*First Violation – Optional Verbal or written notice, or written Notice of Violation*

*Second Violation – written Notice of Violation*

*Third Violation – Administrative Citation pursuant to RMC 2-4-13*

**RMC 2-4-13:**

*(B) If the responsible party fails to correct the violation cited, commits the same violations again, or fails to correct a violation as specified in accordance with an administrative enforcement order of the AHO, subsequent administrative citations may be issued for violations of the same code section. The penalties assessed for each administrative citation issued for violations of the same code section or sections shall not exceed the following amounts regardless of the number of violations per citation:*

*(1) First administrative citation: one hundred and fifty dollar (\$150.00).*

*(2) Second administrative citation: five hundred dollars (\$500.00).*

*(3) Third and each subsequent administrative citation: nine hundred and ninety-nine dollars (\$999.00).*

*(C) Payment of the penalty shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the Town.*

In addition, other remedies may be pursued, including but not limited to: **RMC 9-1-3: Limitations on the Use of the Water and Sewer System**, as follows:

*RMC 9-1-3, in part:*

*(B) The Mayor may promulgate emergency regulations restricting the use of Town water for irrigation or other uses subject to confirmation or amendment by the Town Council.*

*(C) The Town Council may declare by resolution a moratorium on taps or line extensions for the entire water or sewer systems or any part of them at any time due to limitations on system capacity or other circumstances which require such action.*

*(D) The Town shall have the right to temporarily interrupt service without notice for the purpose of making repairs, taps, extensions or for other reasons as necessary for the proper operation and maintenance of the water and sewer systems. If practical, reasonable notice shall be given to the customer.*

*(E) No customer located outside of the corporate limits of the Town may significantly increase the amount or degree of his use of Town water or sewer service beyond the extent of his use at the effective date of this Section.*

*(F) The Town Council may set regulations governing the use of water for irrigation and sprinkling by resolution.*

Other Ridgway Municipal Code provisions, as added or amended, may apply.

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**PASSED AND APPROVED** this 12<sup>th</sup> day of September 2018.

**ATTEST**

**TOWN OF RIDGWAY**

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Pam Kraft, MMC,  
Town Clerk

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John Clark,  
Mayor

## AGENDA ITEM #8



To: Honorable Mayor Clark and Ridgway Town Council  
From: Joanne Fagan, Town Engineer  
Date: July 3, 2025  
Agenda Topic: **Update on the Beaver Creek Diversion Restoration Project**

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### **BACKGROUND**

For a full background on the Beaver Creek Diversion Restoration Project, please visit <https://townofridgway.colorado.gov/beaver-creek-diversion-restoration-project>.

### **UPDATE**

Work on the design of the restoration project is well underway. Based on the outcome of the Alternatives Analysis, RESPEC is proceeding with the design of diversion improvements at the location they refer to as being 200 feet upstream of the diversion that was washed out.

#### 60% Plans & Cost Estimate

RESPEC provided 60% design drawings to the team on June 24 and NRCS and CCS have provided some initial comments on those drawings. There have since been discussions about how best to measure and monitor flows and about the depths of the infiltration gallery and a few other minor items.

The cost estimate from Meridian for 60% plans came in at \$2,154,000 with 20% contingencies. This is toward the upper end of the estimate in the Alternatives Analysis but there are likely to be changes both up and down as the design is better refined and as Meridian better understands some of the site conditions.

#### Guaranteed Maximum Price (GMP)

With contracting for construction being based on the CMAR process, once the design is completed, the Contractor that has been providing preconstruction services related to the design and cost estimating needs to provide a GMP. If the price is acceptable to the Owner, the parties enter into a construction contract. If the Owner does not wish to continue, there is what is referred to as an “off ramp” at this point. We have had a few discussions about whether to do a single GMP or to do multiple GMP’s. In the latter case, there could be a contract for the Contractor to purchase materials and a separate construction contract with separate GMP’s. The Town staff has opted to just have a single contract with a single GMP. We recognize that doing so might add several weeks to the schedule, but staff feels like the single contract better protects the Town’s financial interests.

#### Temporary Water Line

To compensate for the dwindling raw water supply in Happy Hollow, on June 27<sup>th</sup>, staff installed a temporary water line in Beaver Creek to bring water into the Ridgway Ditch. The pipe is delivering about one cubic foot per second to the water plant. The pipe staff installed is tied together with a removable spline so it can be reused. This will also us to move it if it is in the way of some construction activities and/or remove for the winter and replace in the spring. We have sufficient material so that if another pipe is needed to provide more water that can be added.



In the process of installing the pipe the crew noticed that below some of the cobbles on the creek bed there are some very saturated soils. We shared that information with our project partners and it will likely result in some increases in the cost estimate for dealing with problematic soils.

#### Wolf Land Company

The Wolf team has indicated a willingness to allow the Town use their Ranch Road during the construction and they are drafting a license agreement for that use. We are trying to schedule a field visit with all the partners, perhaps on July 17<sup>th</sup>, to walk the Ranch Road and decide at the granular level what improvements are essential to make the road functional for construction and minimize any damage to the road.

In the longer term, the Wolf Land Company team would like the Town to cease using any of the Ranch Road and to instead access the Ridgway Ditch and the Beaver Creek Diversion using the prescriptive easement along the Ridgway Ditch.

#### Piping the Ridgway Ditch

Staff had initially looked at piping the Ridgway Ditch from the Beaver Creek Diversion to where the Ditch separates from the Ranch Road, a distance of about 1,100 feet, and intended to include that work with road improvements for access to the diversion site. Based on the Wolf Land Company request to cease using the Ranch Road, staff walked the Ridgway Ditch from the diversion to where it first crosses CR 5. That stretch of ditch has three different underlying land owners. In order to minimize the amount vegetation that would need to be removed and reduce the amount of ditch maintenance going forward, staff is recommending that we pipe most of the ditch along this route which is more than a mile.

Based on the change in scope, staff is exploring whether any piping that is not needed for construction access be a separate project from the diversion restoration. That exploration includes looking for ways to fund the piping, which is not eligible for current NRCS funds. A Colorado Water Plan grant might be an option. We had looked at applying for the July 1<sup>st</sup> cycle but decided we would be better prepared for the next cycle which is due December 1<sup>st</sup>. Staff intends to keep looking for ways to help fund ditch piping.

#### Schedule

The goal was to try to start construction around August 1<sup>st</sup>. RESPEC is on track to have 90% plans and specs completed by the 3<sup>rd</sup> week in July and Meridian is planning to have an updated cost estimate at that time. RESPEC is also preparing the basis of design report that is needed by the funding agencies to fully evaluate the design. To start construction, we will need to have funding agency approvals, an agreement in place to use the Ranch Road, and an easement in place for the new diversion location. The August 1<sup>st</sup> goal may slip a little, but we are optimistic it will get underway in mid-August.

## AGENDA ITEM #9

## AGENDA ITEM #10

# Reducing the Impacts of Tobacco and Nicotine in The Town of Ridgway: Tobacco Retail Licensing



Becca Doll-Tyler, BSN, RN  
Public Health Nurse and Health Educator  
Ouray County Public Health



# Agenda

- Youth Tobacco & Nicotine Use and Access
- Local Statistics
- Tobacco Retail Licensing (TRL) in Ridgway
- Next Steps

## **The Problem:**

### **Youth are Using and Have Access to Tobacco/Nicotine Products**

- Tobacco products kill half a million Americans each year - and 90% of all regular smokers begin smoking at or before age 18.
- E-cigarettes and disposable vapes are the most used tobacco products among young people
- Nicotine products such as vapes have high amounts of nicotine in them, driving up youth addiction and dependence on these products
- The Tobacco Industry markets products in many kid-friendly flavors such as gummy bear, berry blend, chocolate, peach, cotton candy, strawberry, and even outrageous ones like "unicorn vomit"



Stanford  
MEDICINE

REACH Lab

# CIGS IN AN E-CIG



1 Pack of Cigarettes  
= ~22mg of Nicotine



~20  
CIGARETTES



1 JUUL Pod  
= ~41.3mg of Nicotine



~37  
CIGARETTES



1 Flum Float  
= ~400mg of Nicotine



~363  
CIGARETTES



1 Elf Bar  
= ~650mg of Nicotine



~590  
CIGARETTES



# BE ON THE LOOKOUT.

ADDICTIVE ORAL NICOTINE PRODUCTS  
ARE GAINING POPULARITY AMONG YOUTH

## DIFFERENT TYPES OF PRODUCTS



Pouches



Tablets & Lozenges



Gums



Toothpicks

## DON'T BE FOOLED BY...

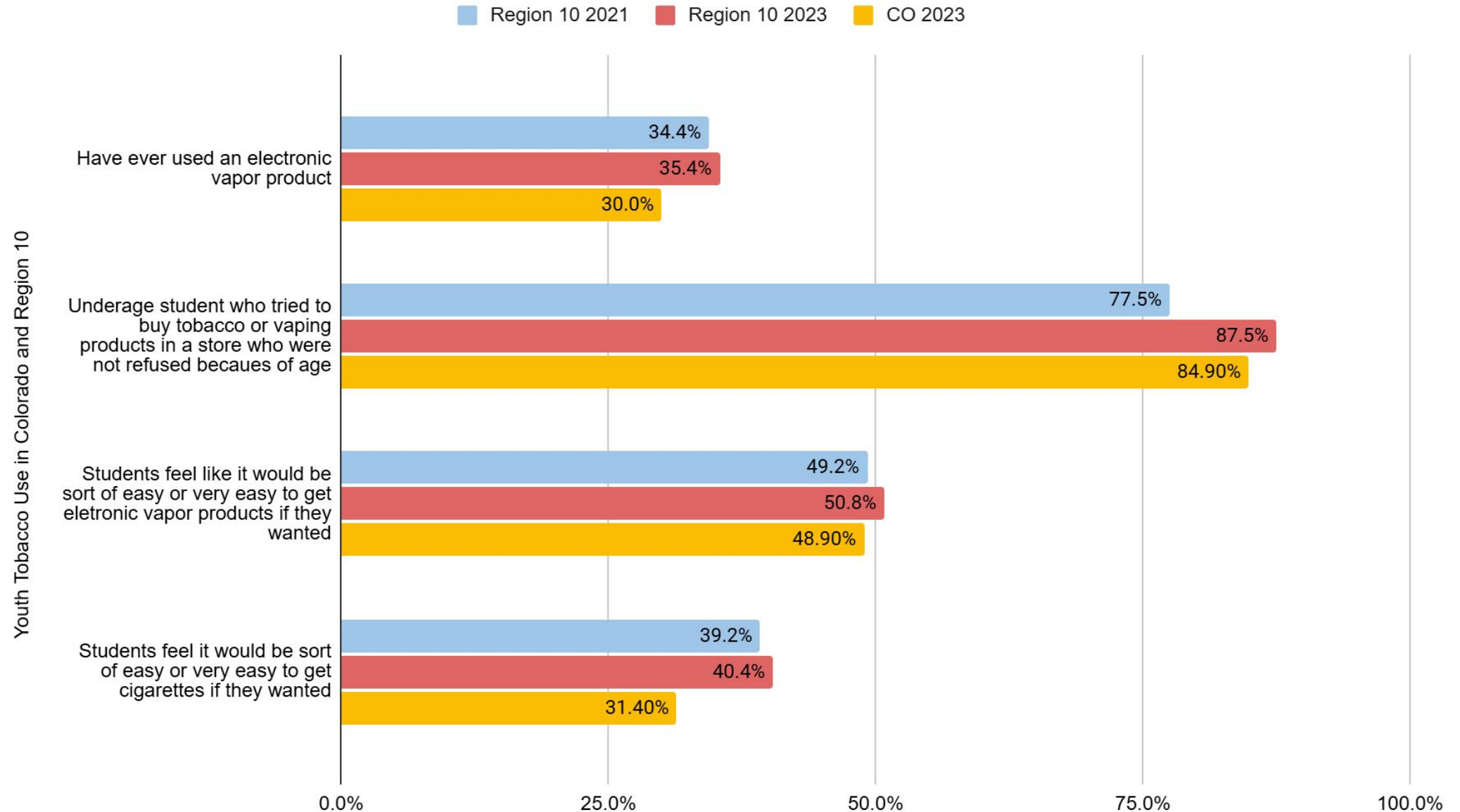


CANDY-LIKE PACKAGING



SOCIAL MEDIA ADS TARGETING KIDS

# Youth Access to Tobacco Products in Colorado



**87.5%**  
**(7 out of 8)**

The number of young people in our area who attempted to buy a tobacco/nicotine product from a store and were NOT refused because of age

**So, what can we do?...**

# Local Tobacco Retail License (TRL)

- Colorado currently has a Statewide TRL program that requires tobacco retailers to obtain a license to sell cigarettes, tobacco, and nicotine products  
→ As we saw earlier, the data shows that the State's efforts are not enough and youth are continuing to be able to purchase tobacco products.

**Ridgway should consider a local tobacco retail licensing law that builds on the strengths and fills in the gaps of the state law.**

- Local, community-level tobacco retail licensing (TRL) is a necessary policy for **identifying and tracking** retail businesses that are selling tobacco, educating retailers about tobacco laws, and ensuring compliance with tobacco laws.

# Why a Local TRL for Ridgway?

- **Contributes to Youth Health and Safety:**

- By holding a license, retailers are subject to certain guidelines, including selling only to customers of legal age. This helps to prevent underage tobacco and nicotine use and reduces youth addiction.
- A local TRL ordinance suggests lower rates of cigarette and e-cigarette use among youth and young adults.
- Tobacco/nicotine product use is the leading preventable cause of death, disability, and disease in Colorado.

- **Supports Fair Competition:**

- Licensing creates a level playing field by ensuring that all retailers follow the same rules. This discourages illegal sales and unregulated businesses from undercutting compliant local businesses.

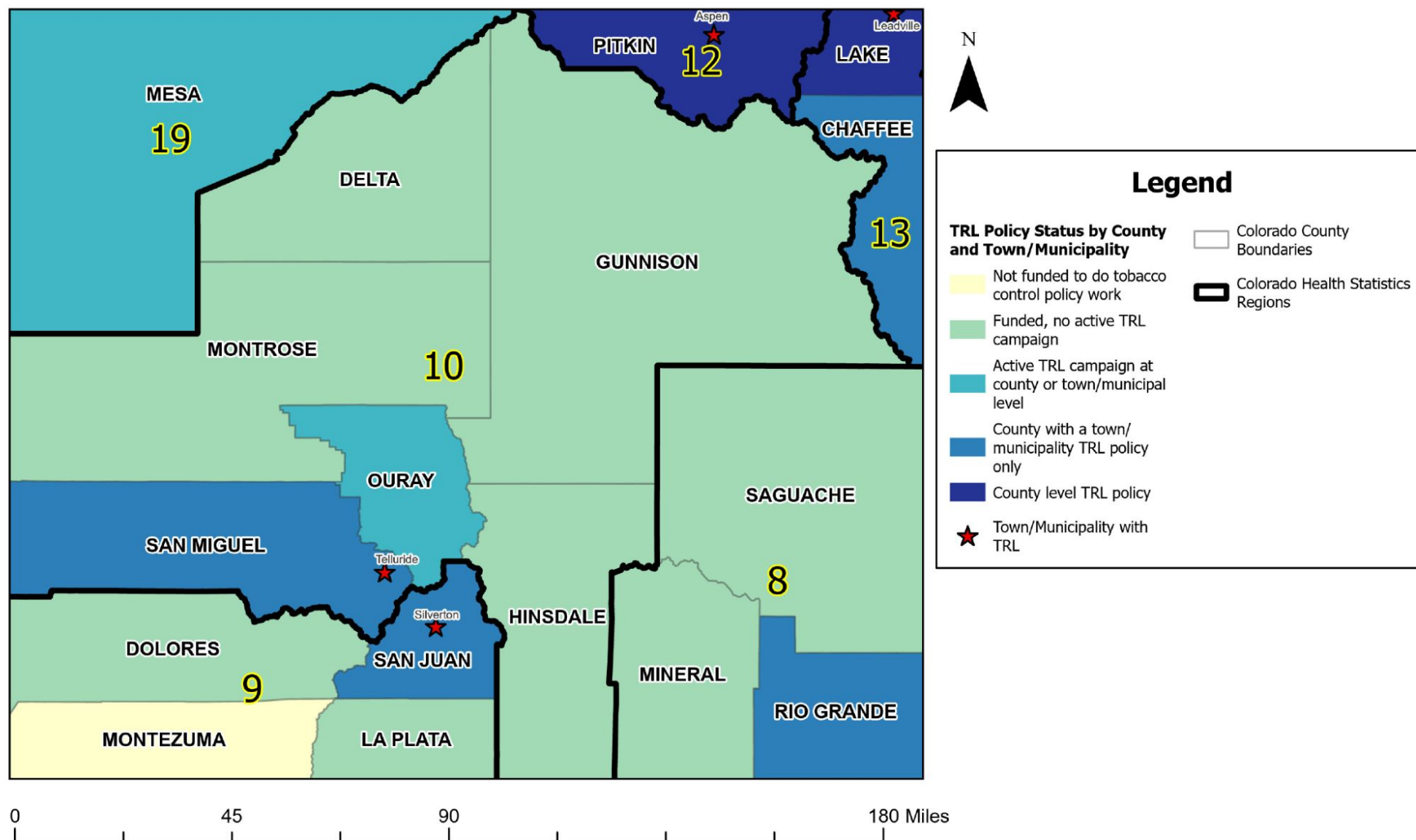
# Liquor, Tobacco/Nicotine, & Marijuana License Fee Comparisons

	Marijuana License	Liquor License	Tobacco Retail License
Colorado	\$5,000	\$227.50	\$400
Ridgway	\$3,000	\$22.50	~\$200(estimated)
Total	\$8,000	\$250	~\$600 (estimated)

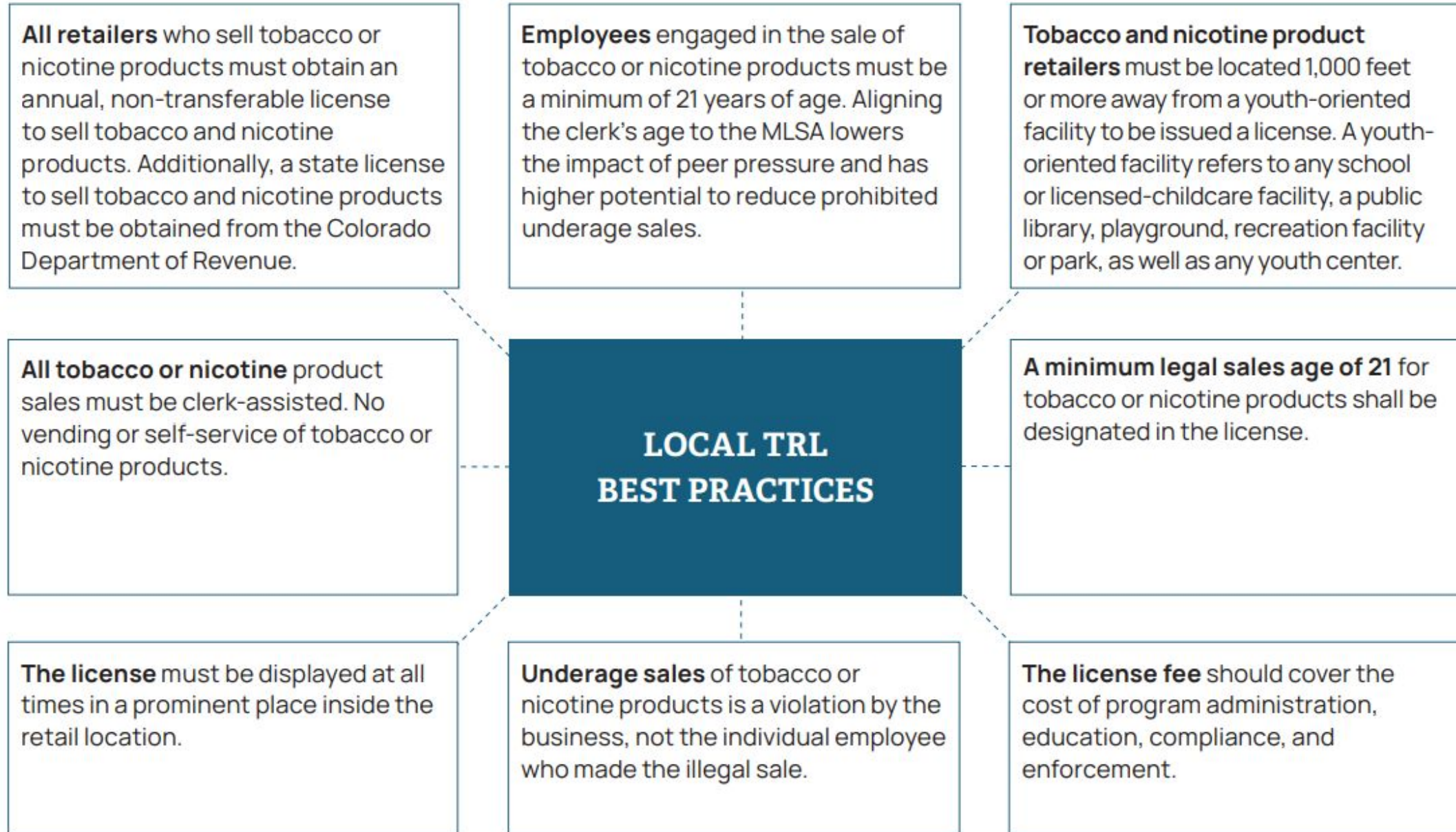
Local tobacco retail licensing would be a self-funded program completely funded by the annual fees, and wouldn't impact town budget.

Tobacco Retail Licensing Cost Calculator				
NOTE: This Tobacco Retail Licensing Cost Calculator is intended to be used in tandem with the Guide for Determining Costs and Setting Tobacco Retail Licensing Fees				
	Number of Staff	Hours spent	Salary rate/hour	Expense
<b>Program Start-Up Costs</b>				
Create license	1	1	\$40.00	\$40.00
Convene meeting(s) of key staff across department to ensure successful collaboration	3	2	\$40.00	\$240.00
Compile a master list of retailers	1	1	\$40.00	\$40.00
Develop protocol for license application and renewal	1	1	\$40.00	\$40.00
Develop/produce/disseminate retailer education materials	1	1	\$40.00	\$40.00
Develop protocols for young adult undercover operatives	1	1	\$40.00	\$40.00
Other miscellaneous costs:	0	0	\$0.00	\$0.00
Total Program Start-Up Costs				\$220.00
Number of stores in the enforcement area				4
Start up cost per store				\$55
<b>Ongoing Administrative Costs</b>				
Ongoing identification and verification of new and current retailers that are selling tobacco products	1	1	\$40.00	\$40.00
Maintaining electronic database for TRL	1	1	\$40.00	\$40.00
Issuing news licenses and managing renewals	1	1	\$40.00	\$40.00
Regular communications with tobacco retailers	1	1	\$40.00	\$40.00
Updating and disseminating educational materials to support retailer compliance	1	1	\$40.00	\$40.00
Other miscellaneous costs:	0	0	\$0.00	\$0.00
Total Ongoing Administrative Costs				\$200.00
Number of stores in the enforcement area				4
Ongoing administrative costs per store				\$50.00
<b>Enforcement Costs</b>				
Recruit young adults for undercover operatives	1	1	\$40.00	\$40.00
Young adult undercover operative training	1	2	\$40.00	\$80.00
Operational plan and enforcement packets	1	2	\$40.00	\$80.00
Filing cases	1	1	\$40.00	\$40.00
Violation and congratulation letters	1	1	\$40.00	\$40.00
Reinspections	1	0.5	\$40.00	\$20.00
Travel costs (mileage, gas, etc.)				\$300.00
Evidence handling/storage				\$0.00
Equipment, software, technical support for undercover operatives				\$0.00
Buy money				\$100.00
Food for participants (meals/snacks, water)				\$50.00
Incentives/pay for young adult undercover participants				\$200.00
Other miscellaneous costs:				\$0.00
Total Enforcement Costs				\$950.00
Number of stores in the enforcement area				4
Total enforcement cost per store				\$237.50
Estimated annual licensing fee per store				\$343
Estimated annual licensing cost per year				\$1,370

# Tobacco Retail Licensing Policy Status by Colorado County and Town/ Municipality



## BEST PRACTICE LICENSING REQUIREMENTS AND RESTRICTIONS:



## Tobacco Retail Licensing (TRL)

```
graph TD; TRL[Tobacco Retail Licensing (TRL)] --- AR[Advertising Restrictions]; TRL --- DP[Density/Proximity of Retailers]; TRL --- CA[Clerk Age 21]; TRL --- PP[Product Placement]; TRL --- NPD[No Price Discounts];
```

Advertising  
Restrictions

Density/Proximity  
of Retailers

Clerk Age 21

Product  
Placement

No Price  
Discounts

# Silverton's TRL

Silverton, Colorado - Municipal Code / CHAPTER 6 - Business Licenses and Regulations / ARTICLE 3 - Tobacco Product Retail License

VERSION: AUG 16, 2024 (CURRENT)

MUNICIPAL CODE OF THE TOWN OF SILVERTON COLORADO

SUPPLEMENT HISTORY TABLE

CHAPTER 1 - General Provisions

CHAPTER 2 - Administration

CHAPTER 4 - Revenue and Finance

CHAPTER 5 - Franchises and Communication Systems

CHAPTER 6 - Business Licenses and Regulations

ARTICLE 1 - Business Licenses

ARTICLE 2 - Liquor Licensing

ARTICLE 3 - Tobacco Product Retail License

Sec. 6-3-10. - Short title.

Sec. 6-3-20. - Defined terms.

Sec. 6-3-30. - Applicability.

Sec. 6-3-40. - Licensing authority.

Sec. 6-30-50. - Requirements and prohibitions.

Sec. 6-30-60. - Limits on license eligibility.

Sec. 6-3-70. - License application.

Sec. 6-3-80. - Issuance of license.

Sec. 6-3-90. - Denial of application.

Sec. 6-3-100. - Fee for a license.

Sec. 6-3-110. - License term, renewal and expiration.

Sec. 6-3-120. - License non-transferrable.

Sec. 6-3-130. - License conveys a

The licensing authority shall receive and process applications pursuant to the requirements herein.

(Ord. No. 2023-04, § 3, 5-22-2023)

Sec. 6-3-40. - Licensing authority.

The Town Clerk or his/her designee is designated to act as the tobacco product retail licensing authority and is hereby authorized and empowered to provide regulations to be promulgated by him or her to ensure compliance with the enforcement of this Article. The Town Clerk may require such records to be kept, or such business practice to be followed, to enable him or her to investigate, check and determine whether the wholesalers and retailers are complying with the terms and provisions hereof. The books and records of all wholesalers and retailers shall at all times be open to the inspection and examination of the Town Clerk and to the law enforcement departments, agents and employees of the Town.

(Ord. No. 2023-04, § 3, 5-22-2023)

Sec. 6-30-50. - Requirements and prohibitions.

(a) *License required.* It shall be unlawful for any person to act as a tobacco product retailer in Silverton without first obtaining and then maintaining a valid tobacco product retail license pursuant to this Article for each retail location where the activity is to occur.

(b) *Other municipal licenses.* A license issued pursuant to this Article does not eliminate the need for the licensee to obtain other required licenses related to the operation of the licensee's business.

(c) *Display of license.* Each tobacco product retail license shall be prominently displayed on the premises of the licensee in a publicly visible location.

(d) *Lawful business operation.* In the course of tobacco product retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this Article for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to tobacco product retailing.

(e) *Minimum legal sales age.* Tobacco products shall not be sold to any person under 21 years of age.

(f) *Minimum legal sales age signage requirements.* Signage is required on the licensed premises indicating that tobacco products shall not be sold to any person under 21 years of age. The signage shall be prominently displayed at all entrances on the premises.

(g) *Minimum legal age to sell tobacco products.* No person who is younger than 18 years old shall sell, stock, retrieve or otherwise handle tobacco products during the course of employment.

(h) *Self-service displays prohibited.* Tobacco product retailing by means of a self-service display is prohibited.

(i) *Positive identification required.* No licensee shall sell or transfer a tobacco product(s) to an individual who appears to be under the age of 50 years without first examining the government issued photographic identification of the recipient to confirm that the recipient is at least the minimum legal sales age for tobacco products pursuant to C.R.S. § 44-7-103.

(Ord. No. 2023-04, § 3, 5-22-2023)

Sec. 6-30-60. - Limits on license eligibility.

(a) *Mobile vending.* No License may be issued to authorize tobacco product retailing at a location other than a fixed location.

(b) *Under-age applicant.* An applicant not of the minimum legal sales age for tobacco products is ineligible to obtain a tobacco product retail license.

(c) *Schools and facilities.* Tobacco product retailing is prohibited near schools, public and private and areas with significant youth populations as follows:

1. Except as provided in subsection (d) of this Section no new License may be issued, to authorize Tobacco Product Retailing within 1,000 feet of a public or private School or Youth-Oriented Facility as measured by a straight line from the nearest point of the property line of the parcel on which the School or Youth-Oriented Facility is located to the nearest point of the property line of the parcel on which the applicant's business is located. For the purposes of this subsection:

a. School means: a private or public kindergarten, elementary, middle, junior high, or high school;

b. Youth-oriented facility:

(i) A playground open to the public;

(ii) A youth center, defined as a facility where children, ages 6 to 17 come together for programs and activities;

(d) *A tobacco product retailer operating lawfully on effective date.* A tobacco product retailer operating lawfully on the effective date of this ordinance who is ineligible to receive or renew a tobacco product retail license for a location pursuant to subsection (c) above and any licensee operating lawfully who becomes ineligible to receive or renew a license due to the creation of a new youth-populated area, may apply for and receive a one-time, non-renewable license for the location pursuant to the standard License application procedure described in [Section 6-3-70](#).

(e) *Maximum number of licenses.* The maximum number of tobacco product retail licenses issued by the Town at any time is limited to three. When the maximum number of tobacco product licenses has been issued, the Town may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis as licenses are not renewed or are revoked. A new applicant who has purchased a business location holding a valid tobacco product retail license will be entitled to priority, provided the new applicant meets all other application requirements in accordance with this Article.

(Ord. No. 2023-04, § 3, 5-22-2023)

Sec. 6-3-70. - License application.

SHOW CHANGES

Q

MORE

# **We All Have A Role To Play**

**As community members, parents, etc. we all have a goal of:**

- Preventing nicotine addiction and helping those who want to quit
- Creating an environment for youth where nicotine use is not the norm

**As policy makers, you have the power to pass strong, impactful local policy to protect our youth**

**You can expect that your public health partners will:**

- Work with schools to provide education and cessation programming
- Promote free quitting nicotine programs, including for pregnant women
- Conduct media education campaigns on tobacco use
- Work side by side with you as local government to support implementing and enforcing policies as desired

# Summary of Presentation

- Youth are using and have access to tobacco and nicotine products.
  - Increasingly so amongst Region 10 youth in comparison to the entire state
- State's efforts are not enough
- Ridgway should consider a local tobacco retail licensing law
  - contributes to youth health and safety
  - supports fair competition among retailers
  - can include strengthening strategies such as:
    - advertising, promotion, and product placement restrictions if desired, a cap on current retailers and proximity requirements, as well as requiring clerk age 21 to sell tobacco

# Call to Action

- Consider a Tobacco Retail Licensing (TRL) Ordinance for the Town of Ridgway
  - To combat youth tobacco/nicotine use and access
  - To create a level playing field by ensuring that all retailers follow the same rules and are not selling tobacco/nicotine products to those under the age of 21.
- Next Steps:
  - Add “Addressing Youth Tobacco/Nicotine Use” to Town Council priorities for the year
  - Ouray County Public Health (Becca Doll-Tyler) can provide TRL Draft Ordinance Language to town staff
  - 2nd Work Session or 1st Ordinance Reading scheduled

# Questions?

Becca Doll-Tyler, Public Health Nurse & Health Educator  
Ouray County Public Health  
[rdolltyler@ourayco.gov](mailto:rdolltyler@ourayco.gov)



# WHY TOBACCO RETAIL LICENSING IN RIDGWAY MATTERS



## Implementing local regulations on the sale of tobacco products

A local tobacco license helps the town keep track of who is selling tobacco and makes sure they follow the rules. This helps protect kids and teens from the dangers of smoking and using tobacco.

### THE PROBLEM

Tobacco and nicotine use is still a big problem for young people. Many teens are being influenced by ads, store displays, and easy access to tobacco and vaping products. These tactics contribute to increased initiation, experimentation, and regular smoking.<sup>3</sup>



According to our local 2023 HKCS results, **87.5%** of underage students in our area who tried to buy tobacco or vaping products in a store were **not refused**<sup>2</sup>

that's a **10% increase** from 2021

In 2022, tobacco company spent **\$8.6 BILLION** to advertise and promote their products.<sup>4</sup>

Advertising tactics used by tobacco companies have been linked with **increases in tobacco use among youth**.<sup>6</sup>



### THE SOLUTION: License Tobacco Retailers Locally

Licensing requires retailers to obtain a license to sell tobacco products and follow all tobacco control laws or risk fines and losing the ability to sell those product

Right now, Ridgway requires local licenses to sell alcohol, but not tobacco. A local tobacco license would help close this gap and protect youth.



Helps enforce tobacco point-of-sale laws



Provides an accurate list of tobacco retailers for inspection



Funds retailer education, administration of licenses, and enforcement

**Local tobacco retail laws with enforcement and retailer education are an effective way to reduce tobacco sales to minors.**<sup>7,8</sup>



strong, local  
retailer ordinance  
=  
youth less likely to  
try tobacco<sup>10</sup>

licensing  
=  
less likely to sell  
to minors<sup>9</sup>



## Sources

1. U.S. Department of Health and Human Services. The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014. Printed with corrections, January 2014.
2. The Healthy Kids Colorado Survey, 2023.
3. DiFranza JR, Coleman M. Sources of Tobacco for Youths in Communities with Strong Enforcement of Youth Access Laws. *Tobacco Control*, 10:323-328, 2001.
4. Trends In Tobacco Industry Marketing – Campaign for Tobacco-Free Kids  
[www.tobaccofreekids.org/research/factsheets/pdf/0156.pdf](http://www.tobaccofreekids.org/research/factsheets/pdf/0156.pdf)
5. FTC, Cigarette Report for 2021, January 2023 [data for top 4 manufacturers only]; FTC, Smokeless Report for 2021, January 2023 [data for top 5 manufacturers only].
6. HHS, Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General, 2012.
7. Coxe, N., Webber, W., Burkhart, J., Broderick, B., Yeager, K., Jones, L., & Fenstersheib, M. (2014). Use of tobacco retail permitting to reduce youth access and exposure to tobacco in Santa Clara County, California. *Preventive medicine*, 67 Suppl 1, S46–S50. <https://doi.org/10.1016/j.ypmed.2014.01.023>
8. Ian McLaughlin, Tobacco Control Legal Consortium, License to Kill?: Tobacco Retailer Licensing as an Effective Enforcement Tool (2010).
9. Gray B, Chaloupka F. 2003. State Policies and Community Characteristics Affect Tobacco Sales to Minors? An Analysis of over 100,000 FDA Compliance Checks. *Policy Forum* 16(1).
10. Astor, RL et al. Tobacco Retail Licensing and Youth Product Use. *Pediatrics* Feb 2019, 143 (2) e20173536; DOI: 10.1542/peds.2017-3536
11. Levinson, A.H., Mickiewicz, T., (2007). Reducing underage cigarette sales in an isolated community: The effect on adolescent cigarette supplies. *Preventive Medicine* 45, 447-453.

## AGENDA ITEM #11



## Application for Special Event Permit

Applicant Name: <u>RACC</u>	Contact Person: <u>Ashley Perkins</u>
Applicant Phone: <u>315-440-0937</u>	Contact Phone: <u>315-440-0937</u>
Applicant Email: <u>director@ridgway</u>	Event Date: <u>Friday Dec 5th, 2025</u>
Event Name: <u>Noel Night colorado.com</u>	Event Time: <u>5-7pm</u>
Type of Event: <u>holiday parade/celebration</u>	# Attendees: _____

Specify park, facility and/or public right-of-way for the event (check all that apply):

<input checked="" type="checkbox"/> Hartwell Park	<input type="checkbox"/> Hartwell Park Stage	<input type="checkbox"/> Athletic Park
<input type="checkbox"/> Cottonwood Park	<input type="checkbox"/> Dennis Weaver Memorial Park	<input type="checkbox"/> Concession Area (Athletic Park)
<input type="checkbox"/> Rollans Park	<input checked="" type="checkbox"/> Right-of-Way (specify below)	<input type="checkbox"/> Community Center
<input checked="" type="checkbox"/> Other (specify): <u>Gazebo</u>		

For use of Rights-of-Ways (streets, alleys, sidewalks) specify the exact location(s):

Gather parade participants in Library parking lot, go South on Railroad, west on Hwy 62, north on Laura St, east on Clinton St, north on Lena St, then disperse

Describe in detail the proposed use and activity for the park, facility and/or right-of-way:

Hartwell Park: Free lighting, caroling

Right of way: holiday parade

Gazebo: visit with Santa

Event Type (check all that apply):

<input type="checkbox"/> Fundraising Event	<input type="checkbox"/> Outdoor Music Concert	<input type="checkbox"/> Filming/ Production
<input type="checkbox"/> Run/Walk Event	<input type="checkbox"/> Bicycling Event	<input type="checkbox"/> Art Show and Sales
<input type="checkbox"/> Outdoor Market	<input checked="" type="checkbox"/> Other (specify): <u>holiday art + business celebration</u>	



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

**\*Selling of alcoholic beverages** requires an application for a State of Colorado Special Events Liquor License. Application must be made with the Town Clerk, and the license received prior to holding the event.

**\*\*All sponsors of events are required to provide proof of insurance** listing the Town of Ridgway, officers and employees as additional insured and indemnifying the Town of Ridgway.

Applicant Signature: *C. A. [Signature]*

Date: 07/02/25

**TOWN STAFF WILL COMPLETE THE FOLLOWING SCHEDULES:**

<b>Permit Application Fee</b> (\$50): (Due at time of application)	\$	Date Paid:	Check #:
<b>Large Event Fee</b> (\$50 - if more than 100 people):	\$	Date Paid:	
<b>Filming/ Production Fee</b> (\$250 day):	\$	Date Paid:	
<b>Parks Department Assistance</b> (\$25 hour):	\$	Date Paid:	
<b>Hartwell Park Stage Use Fee</b> (\$50):	\$	Date Paid:	
<b>Concession Area Use Fee</b> (\$50):	\$	Date Paid:	
<b>Community Center Fee:</b> (\$25 hour):	\$	Date Paid:	
<b>Electricity Use Fee:</b> (\$15 day):	\$	Date Paid:	
<b>Law Enforcement Fee:</b> (\$30/hr/officer):	\$	Date Paid:	
<b>Refundable Damage Deposit:</b> up to 100 people: \$50 101-500 people: \$100 >500 people: \$200 Community Center: \$100 Hartwell Park Stage: \$500 Concession Area \$150	\$	Date Paid:	
<b>Release of Damage Deposit:</b>	\$	Date Paid:	

Local government & Ouray County special districts  
and non-profits can apply for a fee reduction/waiver  
for use of the stage and concession area

**ADDITIONAL REQUIREMENTS** (check all that apply):

<input type="checkbox"/> Town Council Approval (Date: _____)	<input type="checkbox"/> Insurance/ Indemnity
<input type="checkbox"/> Sign Permit	<input type="checkbox"/> Special Event Liquor License
<input type="checkbox"/> Special Event Vendor License	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Sales Tax License(s)	<input type="checkbox"/> Other: _____



### Vicinity Map/Site Plan

Attach a vicinity map and site plan. List all parks, trails, open space, facilities, roadways, bridges and other Town property proposed for use with the event. The following questions include items which, if applicable, should be included on the site plan.

#### Checklist for Vicinity Map/ Site Plan:

- ☒ Event Site (park, trail, open space, facilities, sidewalk, street)
- ☒ Parking Plan and Traffic Flow
- ☐ Locations of security personnel
- ☐ Locations of first aid and emergency services
- ☐ Routes for EMS and fire department
- ☐ Water stations
- ☐ Location and number of sanitation facilities
- ☐ Food service booths
- ☒ Temporary road closures
- ☐ Liquor sales and consumption (must match special event license)
- ☐ Electrical and lighting sources
- ☒ Sound and amplification plan
- ☐ Trash receptacles
- ☒ Signage type and location
- ☐ Proposed locations for staking or any penetration of the ground

### Parking/Traffic Flow

Indicate the number of parking spaces, locations, traffic flow, personnel directing traffic, and traffic signage.

Name(s) authorized personnel to direct traffic:

Ridgway Marshalls Office

Are you planning event parking on-site?

☐ Yes ☒ No

Are you planning event parking off-site?

☐ Yes ☒ No

How will you be moving people to/from the event site?

### Security/Law Enforcement

Describe the emergency communications plan [e.g.: radio channels, cell phones, etc.]:

cell phones



Do you anticipate utilizing uniform deputy services for ground security or traffic direction?

If so, what are the plans to meet these needs?

☒ Yes ☐ No

Will a private security company be used?

☐ Yes ☒ No

How will the security personnel be identified? \_\_\_\_\_

Phone number for security company/or personnel contact: \_\_\_\_\_

Will event interrupt the normal traffic flow on any street?

☒ Yes ☐ No

Will event need authorization to park vehicles on any street?

☐ Yes ☒ No

Does event need Police or Sheriff or Fire Department services?

If yes, please list:

☐ Yes ☒ No

### Emergency Medical Care

Describe emergency medical services arrangements/plan:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Potable Water

Will the event provide participants/vendors with drinking water?

☐ Yes ☒ No

If yes, describe water source, estimated amount and methods of distribution:

\_\_\_\_\_

\_\_\_\_\_

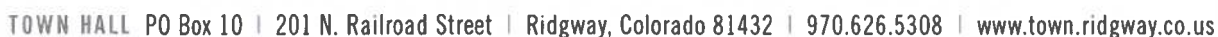
\_\_\_\_\_

### Sanitation

*Events up to 250 attendees do not need to provide portable restrooms*

*Between 250 - 350 attendees at least 1 portable restroom*

*Between 350-550 attendees at least 3 portable restrooms must be provided*



☐ Yes ☒ No

☐ Yes ☒ No

Drop Off:        /        /                                   
                   mm / dd / yy                      est. time

Pick Up:       /      /                   
                  mm / dd / yy                    est. time

☒ Yes    ☐ No

lighting of evergreen tree near SW-corner of park.  
spider box at tree, spider box at Gazebo

☐ Yes ☒ No

☐ Yes ☒ No

Drop Off:       /      /                   
                  mm / dd / yy                    est. time

Pick Up:     /    /                 
mm / dd / yy est. time



### Sound and Amplification

Will sound or amplification be used for the event?

☒ Yes ☐ No

Describe type of amplification system to be used, and where it will be placed:

temporary use for Carolers, approx 30min

### Street Closure

Are temporary street closures needed for the event?

☒ Yes ☐ No

Describe which streets would be impacted, proposed signage and the safety plan:

Hwy 62 from Railroad St to Laura St., N Laura to Clinton St to N Lena St.,

### Signage

Will temporary signage be needed for event?

☒ Yes ☐ No

Describe the exact location for placement of signage:

Banner @ Hartwell Park

Indicate the date and time the temporary signage will be placed and removed:

Signage Up: 

<small>mm</small>	<small>dd</small>	<small>yy</small>
____	/	____
<small>mm</small>	<small>dd</small>	<small>yy</small>

____
<small>est. time</small>

Signage Down: 

<small>mm</small>	<small>dd</small>	<small>yy</small>
____	/	____
<small>mm</small>	<small>dd</small>	<small>yy</small>

____
<small>est. time</small>



**Staking** (*ground penetration for tents, signs, fencing, etc.*)

Will ground penetrations be needed for the event?

☐ Yes ☒ No

Describe location of where staking will be needed, and proposed types:

---

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**Food Service & Merchandise Vendors**

Will food service and/or merchandise vendors be present at the event? ☐ Yes ☒ No

*\* If yes, an application for a Special Event Vendor License must be submitted to the Town, along with a detailed list of all vendors must be provided 15 days prior to the event. The Town will prepare sales tax remittance forms and it will be the responsibility of the event organizer to collect all sales tax remittances and ensure they are remitted to the Town within 30 days after the event.*

Which types of vendors will be present: \_\_\_\_\_

What plan will be in place regarding removal of hot coals and grease generated by food vendors:

---

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**Alcohol Use**

*No alcoholic beverages may be possessed, consumed or provided on any public property unless the event organizer has been issued a Town of Ridgway Special Event Liquor License. All provisions of the Colorado Liquor Code and local law related to liquor apply to all public properties. Contact the Town Clerk at 970-626-5308 Ext 211 to obtain a license.*

**Please list any special requirements or potential impacts of the event:**

*n/a*

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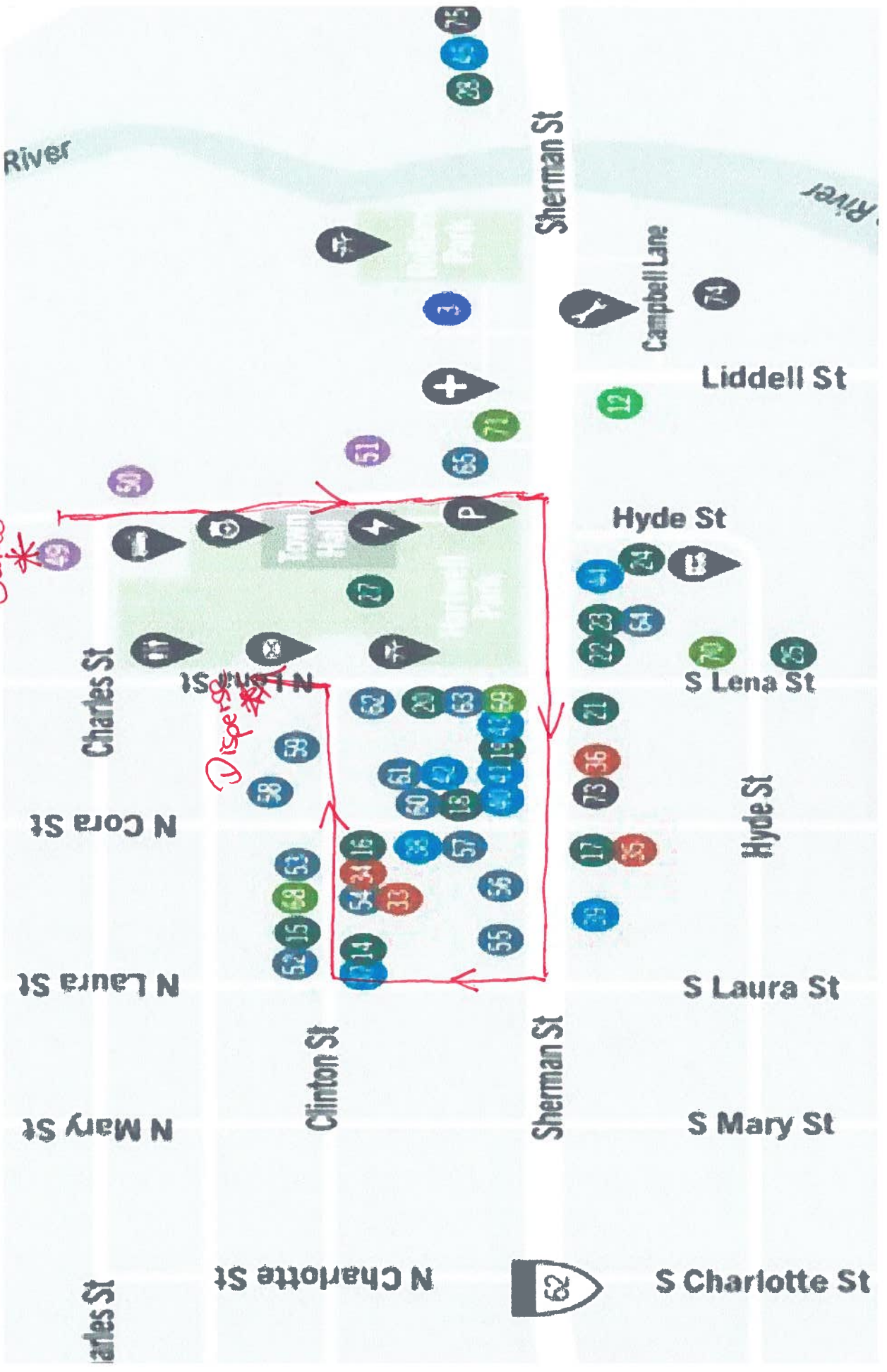
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**\*\* Town equipment and furnishings cannot be removed from Town Hall for use in parks or the stage**

# Noel Night Parade Route 2025

*Gather*

*Disperse*



## AGENDA ITEM #12



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 3, 2025  
Agenda Topic: **Release of Subdivision Improvement Agreement for Vista Park Commons**

---

**ACTION BEFORE COUNCIL:**

Council is asked to consider releasing the Subdivision Improvement Agreement and the associated irrevocable letter of credit for Vista Park Commons.

**SUMMARY:**

Council entered into a Subdivision Improvement Agreement with the developer of the Vista Park Commons subdivision on February 8, 2023. While the majority of the terms of the Agreement have been met, there are a few things to note:

1. The final CAD files for the record drawings need to be provided to the Town Engineer, as required by the Town's standard specifications.
2. Final invoices for town engineer and/or town attorney services should be paid before the release is finalized.

**PROPOSED MOTION:**

"I move to release the Subdivision Improvement Agreement for Vista Park Commons, and the associated irrevocable letter of credit, as terms of the Agreement have been met, with the conditions that the final CAD files for the record drawings be provided to the Town Engineer and that final invoices are paid before the release is finalized."

**ATTACHMENTS:**

Attachment 1 – Subdivision Improvement Agreement Vista Park Commons

Attachment 2 – First Amendment Subdivision Improvement Agreement Vista Park Commons

**SUBDIVISION IMPROVEMENT AGREEMENT  
VISTA PARK COMMONS**

This Subdivision Improvement Agreement (this "Agreement"), dated as of February 8, 2023 (the "Effective Date") is made by and between TOWN OF RIDGWAY, COLORADO, a home-rule municipality under the laws of the State of Colorado (the "Town"), and VISTA PARK DEVELOPMENT, LLC, a Colorado limited liability company ("Vista Park"). The Town and Vista Park shall individually be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS** Vista Park is the owner of the following real property: Lots 30 – 34 of the final plat of the Ridgway Land Company Subdivision, according to the recorded plat filed October 9, 1990 at Reception No. 147701, Town of Ridgway, Ouray County, Colorado (the "Property"); and

**WHEREAS**, Vista Park prepared and submitted a final plat for a planned unit development in accordance with Section 7-4-11 of the Town of Ridgway Municipal Code (the "Municipal Code") on the Property: *VISTA PARK COMMONS – P.U.D. – REPLAT OF LOTS 30-34, RIDGWAY LAND COMPANY SUBDIVISION* (the "Final Plat"); and

**WHEREAS**, Vista Park submitted the Final Plat to the Town on ~~January 11, 2023~~ *September 26, 2022*; and

**WHEREAS**, Vista Park desires to install certain required? improvements subsequent to the Town's approval of the Final Plat; and

**WHEREAS**, the Town is willing to allow Vista Park to proceed with the installation of certain require? improvements in accordance with this Agreement.

**NOW THEREFORE**, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows;

1. **Compliance With The Town Approvals and Town Acknowledgement of Approvals.** Vista Park agrees to comply with each of the terms and conditions of the Final Plat and this Agreement and any other site specific approvals for the Project and the applicable provisions of the Municipal Code. This Agreement shall be recorded and run with the Property.

2. **Outstanding Infrastructure Improvements.** Vista Park is required to undertake and complete certain infrastructure improvements in accordance with the Town Code and the Town's Standard Specification and Typical Drawings for Infrastructure Construction ("Town Standards"). The Town is willing to allow Vista Park to complete certain infrastructure improvements subsequent to the Town's approval of the Final Plat, as further detailed on Exhibit A, attached hereto and incorporated herein. Pursuant to Section 7-4-6(B) of the Town Code, the outstanding improvements shall be complete in two years, or by February 7, 2025.

3. **Irrevocable letter of Credit.** In order to meet certain timeframes and deadlines which have been established by Vista Park, the Town is willing to issue a limited building permit

for the Project, which shall be issued prior to Vista Park completing certain required improvements and conditions under the Town Design Guidelines, Town Standards, Municipal Code, Preliminary Plat and Final Plat. Based on the remaining Infrastructure Improvements, Vista Park shall provide to the Town an irrevocable letter of credit in the amount of one and one half times the estimated cost, as provided by the Town to complete the Infrastructure Improvements, which the Parties agree to be in the amount of \$214,500.00. The irrevocable letter of credit shall be released upon the completion of the Infrastructure Improvements and the satisfaction of all terms of this Agreement by Vista Park. Vista Park shall request an agenda item before the Ridgway Town Council in order to receive a release of the irrevocable letter of credit.

**4. Representations and Warranties.**

i. Town's Representations and Warranties. The Town represents and warrants that:

(a) Organization and Authority. The Town has the full right and has obtained any, and all consents required to authorize the Town to enter into this Agreement, consummate the transactions contemplated in this Agreement, and perform its other obligations under this Agreement.

(b) Authorization and Execution. This Agreement has been authorized and properly executed and constitutes the legal, valid and binding obligations of the Town, enforceable against the Town in accordance with its terms.

ii. Vista Park Representations and Warranties. Vista Park warrants that:

(a) Organization and Authority. Vista Park has the full right and authority and has obtained any, and all consents required to authorize Vista Park to enter into this Agreement, consummate the transactions contemplated in this Agreement, and perform its other obligations under this Agreement.

(b) Authorization and Execution. This Agreement has been authorized and properly executed and constitutes the legal, valid and binding obligations of Vista Park, enforced against Vista Park in accordance with its terms.

**5. Project Completion.** When the Project is substantially completed, the Town, the Project Engineer and Vista Park shall conduct an inspection of the Property to ensure compliance with the Preliminary Plat, Final Plat, Town Code, Town Standards, and this Agreement.

**6. Notices.** All notices, notifications and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand or email (with confirmation of receipt), to the Parties at their respective addresses listed below

**7. Dispute Resolution.** In the event any dispute between the Parties arises in connection with this Agreement, the Parties agree to submit the matter to non-binding mediation

or other such alternative dispute measure before filing any litigation claim. The Parties further agree that the non-prevailing Party, as determined by the mediator or adjudicator, shall pay to the prevailing Party, in addition to all sums that either Party may be called upon to pay, the prevailing Party's attorneys' fees (including the costs of in-house counsel) and costs related to prosecuting or defending the claim, whether or not an action is filed or prosecuted to judgment.

8. **Modification and Waiver.** No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is evidenced in writing, dated subsequent to the date hereof and signed by both Parties hereto. No waiver of any breach, term or condition of this Agreement by any Party shall constitute a subsequent waiver of the same or any other breach, term or condition.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, and venue shall lie exclusively in the courts located in Ouray County, Colorado.

10. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings regarding the subject matter hereof shall be of any force or effect unless in writing, executed by both Parties hereto and dated on or after the date hereof.

11. **Headings.** The headings used in this Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Agreement.

12. **Severability.** In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

13. **Warranties of Authority.** The Parties expressly warrant and represent to each other that they have the full right, title and authority to enter into this Agreement as provided herein, and that no approvals or consents of any other persons, entities or agencies are necessary to affect the same.

14. **Counterparts Signatures.** This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, and any Party may execute this Agreement by signing any such counterpart.

16. **Review.** This Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Agreement.

17. **No Waiver of Governmental Immunity.** No provision of this Agreement shall act or be deemed to be a waiver by the Town or the Town of any provision of the Colorado

Governmental Immunity Act, CRS 24-10-101, et seq.

IN WITNESS WHEREOF, the Parties each have caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Vista Park Development, LLC, has caused these presents to be executed by its duly authorized officer, as of the date first above written.

TOWN:

VISTA PARK:

TOWN OF RIDGWAY, COLORADO,  
a Colorado home-rule municipality

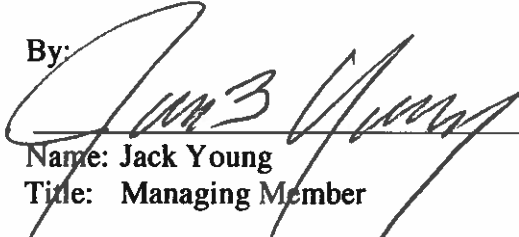
VISTA PARK DEVELOPMENT, LLC  
a Colorado limited liability company

By:



Name: John Clark  
Title: Mayor

By:



Name: Jack Young  
Title: Managing Member

ATTACHMENT 1

EXHIBIT A  
VISTA PARK COMMONS  
SUBDIVISION IMPROVEMENT AGREEMENT  
OUTSTANDING ITEMS

1. Moody Ditch
  - a. Joint Sealing & Conc Repairs to be completed the earlier of 4/30/23 or before the Moddy Ditch is in regular use  
= \$15,000.00
2. Storm Water System Complete
  - a. Except Sod for Drywell – 4/30/2023  
= \$10,000.00
3. Pavement
  - a. Crosswalk Markings – 7/31/2023  
= \$5,000.00
4. Common Fencing-
  - a. 75% Complete - To be completed as each home is completed, or before 1/31/2025, and each building fence tied to Certificate of Occupancy ("CO").  
= \$12,000.00
5. Permeable Paving for Parking Lot
  - a. To be Completed in Spring/Summer, 2023 or before CO issued  
= \$40,000.00
6. Walkway lighting- Underground & bases Complete -(To be Completed in Spring/Summer, 2023 and prior to CO issued)  
= \$3,000.00
7. Parking Lot Lighting - Underground Complete - (Install Poles & Lighting in Spring/Summer, 2023 and prior to CO)  
= \$20,000.00
8. Common Area Landscaping
  - a. 58 Trees Planted I Grade & Berms Set / Irrigation is Complete - Balance of Landscape to be after Vertical Construction Exteriors and prior to CO  
= \$38,000.00

ESTIMATED TOTAL OF OUTSTANDING REPAIRS = \$143,000.00

IRREVOCABLE LETTER OF CREDIT = \$214,500.00

**FIRST AMENDMENT  
SUBDIVISION IMPROVEMENT AGREEMENT  
VISTA PARK COMMONS**

This First Amendment to the Subdivision Improvement Agreement (this “Amendment”), is entered into this 13<sup>th</sup> day of November 2024 (the “Effective Date”) is made by and between TOWN OF RIDGWAY, COLORADO, a home-rule municipality under the laws of the State of Colorado (the “Town”), and VISTA PARK DEVELOPMENT, LLC, a Colorado limited liability company (“Vista Park”). The Town and Vista Park shall individually be referred to herein as a “Party” or collectively as the “Parties.”

**WHEREAS** Vista Park is the owner of the following real property: Lots 30 – 34 of the final plat of the Ridgway Land Company Subdivision, according to the recorded plat filed October 9, 1990 at Reception No. 147701, Town of Ridgway, Ouray County, Colorado (the “Property”); and

**WHEREAS**, Vista Park prepared and submitted a final plat for a planned unit development in accordance with Section 7-4-11 of the Town of Ridgway Municipal Code (the “Municipal Code”) on the Property: *VISTA PARK COMMONS – P.U.D. – REPLAT OF LOTS 30-34, RIDGWAY LAND COMPANY SUBDIVISION* (the “Final Plat”); and

**WHEREAS**, on February 8, 2023, the Parties entered into a Subdivision Improvement Agreement, granting Vista Park the ability to install certain improvements subsequent to the Town’s approval of the Final Plat (the “Original Agreement”); and

**WHEREAS**, the Parties wish to amend the Original Agreement granting Vista Park additional time to complete the improvements, and lowering the amount pledged under the Original Agreement

**NOW THEREFORE**, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows;

1. **Outstanding Infrastructure Improvements.** Vista Park is required to undertake and complete certain infrastructure improvements in accordance with the Town Code and the Town’s Standard Specification and Typical Drawings for Infrastructure Construction (“Town Standards”). The Town is willing to allow Vista Park to complete certain infrastructure improvements subsequent to the Town’s approval of the Final Plat, as further detailed on Exhibit A, attached hereto and incorporated herein. Pursuant to Section 7-4-6(B) of the Town Code, the outstanding improvements shall be complete in two years, or February 7, 2025.

2. **Irrevocable letter of Credit.** In order to meet certain timeframes and deadlines which have been established by Vista Park, the Town is willing to issue a limited building permit for the Project, which shall be issued prior to Vista Park completing certain required improvements and conditions under the Town Design Guidelines, Municipal Code, Preliminary Plat and Final Plat. Based on the remaining Infrastructure Improvements, Vista Park shall provide to the Town

ATTACHMENT 2

an irrevocable letter of credit in the amount of one and one half times the estimated cost, as provided by the Town to complete the Infrastructure Improvements, which the Parties agree to be in the amount of \$153,900.00. The irrevocable letter of credit shall be released upon the completion of the Infrastructure Improvements and the satisfaction of all terms of this Agreement by Vista Park. Vista Park shall request an agenda item before the Ridgway Town Council in order to receive a release of the irrevocable letter of credit.

3. **Original Agreement.** Unless modified herein, the remaining terms of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties each have caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Vista Park Development, LLC, has caused these presents to be executed by its duly authorized officer, as of the date first above written.

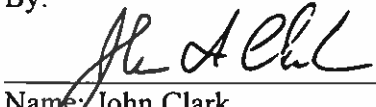
TOWN:

VISTA PARK:


TOWN OF RIDGWAY, COLORADO,  
a Colorado home-rule municipality

VISTA PARK DEVELOPMENT, LLC  
a Colorado limited liability company

By:

  
\_\_\_\_\_  
Name: John Clark  
Title: Mayor

By:

  
\_\_\_\_\_  
Name: Jack Young  
Title: Managing Member

## ATTACHMENT 2

### EXHIBIT A VISTA PARK COMMONS SUBDIVISION IMPROVEMENT AGREEMENT OUTSTANDING ITEMS

1. Moddy Ditch
    - a. Joint Sealing & Conc Repairs to be completed the earlier of 4/30/23 or before the Moddy Ditch is in regular use  
= \$15,000.00
  2. Pavement
    - a. Crosswalk Markings – 7/31/2023  
= \$5,000.00
  3. Common Fencing-
    - a. 75% Complete - To be completed as each home is completed, or before 1/31/2025, and each building fence tied to Certificate of Occupancy ("CO").  
= \$12,000.00
  4. Permeable Paving for Parking Lot
    - a. To be Completed in Spring/Summer, 2023 or before CO issued  
= \$40,000.00
  5. Walkway lighting- Underground & bases Complete -(To be Completed in Spring/Summer, 2023 and prior to CO issued)  
= \$3,000.00
  6. Parking Lot Lighting - Underground Complete - (Install Poles & Lighting in Spring/Summer, 2023 and prior to CO)  
= \$20,000.00
  7. Common Area Landscaping
    - a. 58 Trees Planted | Grade & Berms Set / Irrigation is Complete - Balance of Landscape to be after Vertical Construction Exteriors and prior to CO  
= \$7,600
- ESTIMATED TOTAL OF OUTSTANDING REPAIRS      = \$102,600
- IRREVOCABLE LETTER OF CREDIT      = \$153,900

## AGENDA ITEM #13

## MEMORANDUM OF UNDERSTANDING

By and Between  
Town of Ridgway and Ridgway Chautauqua Society (DBA The Sherbino)

This Memorandum of Understanding (“MOU”) is made and entered into on July \_\_\_\_, 2025 by and between the Town of Ridgway, State of Colorado (the “Town”) and Ridgway Chautauqua Society (DBA The Sherbino (“The Sherbino”). This MOU establishes a collaborative partnership for the management and production of the Ridgway Independent Film Festival ("Festival"). The Festival aims to 1) enhance Ridgway’s cultural vitality, 2) support local and regional filmmakers, and 3) attract visitors to the town in alignment with the Town’s adopted goals and policies, including those outlined in the Ridgway Master Plan. This MOU also sets forth the terms and conditions under which the Festival shall be managed and produced, and under which the Town shall allocate monies to support Festival operations.

NOW THEREFORE, the Town and The Sherbino agree to the following terms and conditions.

### The Town agrees to :

- **Financial Contribution:** The Town will contribute \$17,000 to support Festival operations.
- **Infrastructure Support:** The Town will share relevant infrastructure, including access to the Film Freeway account and past documents, to ensure continuity and efficiency.
- **Promotional Support:** The Town will leverage promotional channels such as the Colorado Creative Corridor, Ridgway Area Chamber of Commerce partnership, and other marketing platforms to enhance the Festival’s reach.
- **Venue Support:** The Town will make the Decker Community Room available as a venue for Festival activities and ensure that an on-site manager is present during the event.
- **Logistical Support:** The Town will help facilitate access to additional municipal resources such as signage and necessary permits to support the Festival’s operations.
- **Grant Writing Assistance:** The Town will assist in grant writing efforts for relevant funders such as the The Colorado Office of Film, Television and Media (COFTM) to secure additional funding for the Festival’s sustainability.
- **Strategic Planning Participation:** The Town will collaborate with Sherbino and other relevant stakeholders in strategic planning efforts to support the long-term success and sustainability of the Festival.

### The Sherbino agrees to:

- **Fiscal Sponsorship:** The Sherbino will serve as the fiscal agent for the Festival, maintaining a restricted account to manage Festival finances and ensure financial transparency.
- **Brand Stewardship:** The Sherbino will maintain a unique brand for the Festival, ensuring that it remains distinct and recognizable as a cultural asset of Ridgway.
- **Event Management:** The Sherbino will utilize its expertise in event planning and production to manage all aspects of the Festival, including programming, logistics, sponsorship, contracted services and volunteer coordination.
- **Venue Hosting:** The Sherbino will continue to serve as a venue for Festival screenings, discussions, and associated events, leveraging its established reputation and experience in event production.
- **Fundraising and Sponsorships:** The Sherbino will lead efforts to secure additional funding through sponsorships, grants, and community partnerships to ensure the sustainability of the Festival.
- **Strategic Planning Participation:** The Sherbino will engage with the Town and other relevant stakeholders in strategic planning efforts to support the long-term success and sustainability of the Festival.

- **Festival Reporting:** The Sherbino will provide the Town with a comprehensive report following the conclusion of the Festival, detailing financial performance, attendance metrics, programming highlights, volunteer participation, successes, and lessons learned.

This MOU shall take effect upon signature by both parties and will remain in force through the conclusion of the 2025 Ridgway Independent Film Festival. Any amendments or modifications to this agreement must be mutually agreed upon in writing.

**Town of Ridgway**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Ridgway Chautauqua Society (DBA  
The Sherbino)**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 7, 2025  
Agenda Topic: **Update and staff recommendation regarding the Affordable Housing Services Administrator solicitation process**

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### **BACKGROUND**

In December 2024, the Town of Ridgway, City of Ouray and Ouray County entered into an *Intergovernmental Agreement (IGA) Establishing an Affordable Housing Services Administrator*. The IGA, which is attached to this staff report as Attachment 1, created a joint Affordable Housing Services Administrator to perform the duties and functions as prescribed within the IGA and the Scope of Work to the IGA. All of the duties and functions are intended to promote affordable housing availability and the efficient administration of affordable housing projects and services in the three jurisdictions.

The IGA identifies the first step of the procurement process to be a formal Request for Proposals (RFP) for the Affordable Housing Services Administrator. In early to mid-March, an RFP was issued by Ouray County without input from the Town or City. The RFP was lacking in specificity and clarity on things like proposal information, timeline and evaluation criteria. Only one proposal was received from the Home Trust of Ouray County (HTOC). The decision was made to re-draft the RFP and re-issue.

In late-April, an updated RFP was re-issued and proposals were due on May 29<sup>th</sup>. The updated RFP is attached to this staff report as Attachment 2. Only one proposal was received from HTOC and their proposal is attached to this staff report as Attachment 3.

On June 12<sup>th</sup>, the Ouray City Administrator, the Interim Ouray County Manager and the Ridgway Town Manager interviewed Andrea Sokolowski, HTOC Executive Director, to learn more about HTOC's experience and qualifications as they relate to the requested scope of services.

### **RECOMMENDATION**

Based on the proposal and the interview, it's clear that HTOC has little experience with many of the duties and services identified within the requested scope of services. However, the administrators of the three jurisdictions feel comfortable recommending that a service contract be put into place between the three jurisdictions and HTOC for a one-year trial run. As can be seen in HTOC's proposal, the fee structure is based upon the number of deed-restricted dwelling units that would be administered. The total to be split between the three jurisdictions for a one-year service contract would be \$100,156.98. It's worth noting that Ouray County received a Local Planning Capacity grant from the Department of Local Affairs to support this project. The grant award is in the amount of \$192,000 and will help offset the out-of-pocket costs of all three jurisdictions.

If the governing bodies of all three jurisdictions are in agreement about proceeding with the drafting of a service contract, we can aim to have something ready for governing body consideration within the next month. The IGA is clear about the solicitation, procurement and contracting needing to be done in a way that meets the *Ouray County Policy and Procedure Manual for Purchasing and Contracting*.

## ATTACHMENT 1

### **INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF RIDGWAY, CITY OF OURAY, AND OURAY COUNTY, ESTABLISHING AN AFFORDABLE HOUSING SERVICES ADMINISTRATOR**

THIS AGREEMENT is entered into effective this 17 day of December, 2024, by and between: the Town of Ridgway, Colorado (Ridgway); and the City of Ouray, Colorado (Ouray), both of which are home rule municipalities within Ouray County, Colorado; and Ouray County, Colorado (County), a statutory county in the State of Colorado, (collectively the Parties or individually the Party).

#### **Purpose of Agreement**

- A. Article XIV, Section 18(2)(A) of the Colorado Constitution, and C.R.S. § 29-20-101 enable the Parties to enter into Intergovernmental Agreements (IGA) and authorize each of the Parties to perform the functions described herein, as provided in C.R.S. § 29-20-105.
- B. Intergovernmental Agreements that provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. § 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services. Any such agreement shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties. C.R.S. § 29-1-203(2). Any such agreement may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so. C.R.S. § 29-1-203(4).
- C. C.R.S. § 29-32-105(3)(d)(II), titled “Affordable Housing Commitments,” further provides, “Regional partnership is encouraged. Local governments . . . may enter into written agreements . . . that allow each jurisdiction to receive partial credit towards the local government’s growth requirements for the purpose of calculating whether the local government . . . has met the requirements of subsection (1) of this section. The sum of the total units credited to the local governments . . . shall not exceed the number of units produced through the collaboration.”
- D. The Parties recognize the need for fiscal, policy, legal, and administrative benefits for entering into this Agreement, and hereby want to memorialize such understanding herein, due to: (1) the limited initial supply of affordable housing within their jurisdictions; (2) the need to pool total initial baseline and housing increase numbers among all Parties with the potential for upcoming affordable housing projects that may occur sporadically as specific projects come online under Proposition 123; (3) increasing development pressures coupled with a severe lack of affordable housing for the local workforce and local community; and (4) the benefits of collaborative pooling of any available fiscal, legal, policy, and administrative expertise and resources among the Parties in furtherance of mutually beneficial affordable housing objectives.
- E. C.R.S. § 29-26-101(1)(c) further provides that, “As an initial step in fostering the establishment of affordable housing dwelling unit programs that will satisfy the housing

## ATTACHMENT 1

needs of all the residents of a particular jurisdiction, it is appropriate for the general assembly to authorize local governments to establish affordable housing dwelling unit advisory boards.” This type of formal advisory board may be established by ordinance, under C.R.S. § 29-26-103(1).

- F. C.R.S. § 29-26-104.5(8) provides that a multi-jurisdictional housing authority “established by contracting member governments shall, if the contract so provides, be the successor to any nonprofit corporation, agency, or other entity theretofore organized by the contracting member governments to provide the same function, service, or facility, and such authority shall be entitled to all the rights and privileges and shall assume all the obligations and liabilities of such other entity under existing contracts to which such other entity is a party.”

In consideration of the covenants and conditions contained herein and the mutual benefits to be derived hereby, the Parties agree as follows.

### **I. DEFINITIONS**

1. Administrator: Affordable Housing Services Administrator
2. Affordable Housing: Defined in C.R.S. § 29-32-101(2), as amended.
3. Agreement: This Inter-Governmental Agreement.
4. County: Ouray County
5. Ouray: City of Ouray
6. Ridgway: Town of Ridgway
7. Local Government Executives: The Ouray County Manager, Ridgway Town Manager, and Ouray City Administrator, or designee(s).
8. Parties: County, Ouray, and Ridgway.

### **II. AFFORDABLE HOUSING SERVICES ADMINISTRATOR**

1. **Affordable Housing Services Administrator.** The Parties agree that in the interests of promoting affordable housing availability and the efficient administration of affordable housing projects and services in the unincorporated Ouray County, in the City of Ouray, and in the Town of Ridgway, this Agreement hereby creates a joint Affordable Housing Services Administrator (“Administrator”). The Administrator shall perform the duties and functions as prescribed herein and such other duties and functions as may from time to time be required by the Local Government Executives and/or the Parties’ governing bodies, and as more fully described in the Administrator Scope of Work in Exhibit A, and which is fully incorporated into this Agreement. The Parties agree that the Administrator may also provide services specific to Ouray, Ridgway, or Ouray County that do not overlap with the combined affordable housing needs of the Parties, and that any such services shall be identified in the Scope of Work or a separate addendum between the Administrator and any Party or Parties.
  - a. **Role.** The Administrator is a separate entity and is not an employee of Ouray, Ridgway, or the County. The Administrator shall perform its duties under this Agreement and the

Scope of Work, as may be amended, as an independent contractor and not as an employee of the County, Ouray, or Ridgway. Neither the Administrator nor any employee of the Administrator shall be deemed to be an agent of any of the Parties, unless as specifically authorized herein. The Administrator and her/his employees are not entitled to unemployment insurance or workers' compensations benefits through the Parties, and the Parties shall not pay for or otherwise provide such coverage. The Administrator shall provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, and the Administrator shall be solely responsible for its acts and those of its employees and agents.

b. Finances and Accounting.

- i. *Budget.* The Administrator shall annually consult and cooperatively work with the Local Government Executives and the Parties' governing bodies, to prepare proposed budgets for the Parties relating to affordable housing services in their respective jurisdictions, and/or on a shared central basis. The Local Government Executives, upon reviewing the annual work plan and budget as presented by the Administrator, shall decide whether to recommend, modify, and/or deny the adoption of the work plan and/or budget to the Parties' governing bodies.
- ii. *Affordable Housing Funds Provided.* The Administrator shall annually consult and cooperatively work with the Local Government Executives to ensure the proper care and custody of all Administrator funds, the prompt payment of all obligations of the Administrator, and the keeping of regular books of accounts showing receipts and expenditures of the Administrator. The Administrator shall render to the Local Government Executives and the Parties at their regular meetings as requested, for annual renewals, or sooner if requested, an account of Administrator transactions and also of the financial condition of the Administrator funds, in order to prepare budget requests and/or for other purposes.
- iii. *Accounting, Payroll, and Audit.* All accounting, payroll, and audit services for the Administrator shall be performed by an independent entity or entities approved by the Local Government Executives.
- iv. *Cost sharing.* For each fiscal year that this Agreement is in effect, the Parties shall engage in cost-sharing of one-third (1/3) per Party of Central Duties, described more fully in Exhibit A below, unless as otherwise determined in any amendment to this Agreement and/or any applicable service contract between the Parties and the Administrator. This shall include services provided under this Agreement for such normal operating expenses as guidelines development, qualifying applicants, enforcement, property management, and other items as more fully described in the Operations section below and the Administrator Scope of Work in Exhibit A, as may be amended.
- v. *Payment.* Each Party shall pay for services described herein to the Administrator, subject to the execution of a separate professional services agreement (i.e. service contract) between the Parties and the Administrator, following procurement of the Administrator. Each Party shall approve any increases to the expense budget.
- vi. *Reconciliation.* On or before June 15 of each fiscal year, the actual Administrator operations for the immediately preceding fiscal year may be reviewed by each

## ATTACHMENT 1

Local Government Executive with the Administrator to determine any necessary final reimbursements (and therefore, necessary supplemental appropriations of monies by the Parties) as a result of any non-budget appropriation of Administrator expenditures, in excess of any specified “not-to-exceed” maximum contractual amounts. The Parties may, but are not required to, make all necessary appropriations within a reasonable time to reconcile the final appropriations of each entity.

c. Operations – see also, Administrator Scope of Work, Exhibit A.

- i. *Strategic Plan and Annual Work Plan/Budget*. In the first year of this Agreement, the Administrator will work with the Local Government Executives to create a strategic plan defining the overall mission, vision, values, and key objectives of the Administrator. The strategic plan may be ratified by the Parties’ respective governing bodies and shall be updated at least every five (5) years. Changes to the strategic plan may also be ratified by the Parties’ respective governing bodies. Pursuant to the approved strategic plan, the Administrator, working with the Local Government Executives, shall prepare an annual work plan and budget that specifies goals, tasks, responsible employees or entities, timelines, and required budget for the operations of the Administrator. The annual work plan and budget shall include a summary detailing progress made in the implementation of objectives set forth in the Administrator’s strategic plan, including an estimate of hours needed, and an hourly rate, for all services provided under this Agreement. The annual work plan and budget shall also include an overall not-to-exceed budget for services provided. Following the initial approval of the annual work plan by the Local Government Executives, the Administrator shall then meet with the Parties’ respective governing bodies to finalize any Annual Work Plan and requested budget. The Annual Work Plan shall be presented in August for the following calendar year and shall be the basis of the Administrator and Local Government Executives’ funding request to each Party’s respective governing bodies. The Administrator shall provide detailed financial reporting and accounting to the Local Government Executives and to the Parties’ respective governing bodies. See Scope of Work, Exhibit A.
- ii. *Affordable Housing Guidelines*. If the Parties do not already have Affordable Housing Guidelines in place, the Administrator and Local Government Executives may develop Affordable Housing Guidelines, if necessary, that apply to the administration of affordable housing services under this Agreement, subject to review by the Local Government Executives and/or Parties. If approved Guidelines already exist, the Administrator shall review the Guidelines when necessary, including updates and recommendations for changes that:
  - 1) Identify category qualifications for ownership and rental housing within Ouray, Ridgway, and/or the unincorporated property of the County for the population segments identified by the Administrator as required by existing agreements and land use regulations.
  - 2) The Local Government Executives shall review the Affordable Housing Guidelines, including deletions and additions, as submitted by the Administrator. Final approval of guideline changes shall be recommended by

## ATTACHMENT 1

the Local Government Executives, and approved, modified, or denied by the respective governing bodies of the Parties.

2. **Affordable Housing Services Administrator Selection and Immediate Contact Points.**

The Parties hereby designate the County Manager, Ouray City Administrator, and Ridgway Town Manager, as the Local Government Executives. The Local Government Executives will be responsible for procuring the Administrator, providing support and guidance to the Administrator, and serving as a liaison between the Parties and the Administrator throughout the duration of the Administrator's term. The Local Government Executives shall be responsible for the following duties:

- a. **Request for Proposals.** Following the initial effective date of this Agreement, the Local Government Executives shall confer and submit a request for proposals ("RFP") for the Affordable Housing Services Administrator. The Local Government Executives may, but are not required to, submit any proposed RFP to any Party's governing body for approval and/or other input, prior to its issuance. The RFP shall include a description of Administrator functions and duties as more fully described in the Scope of Work in Exhibit A, and shall request any proposals to submit an approximate percentage of Administrator's time spent for each sub-item (A through E) in the Scope of Work, as may be amended. The initial term for the Administrator's service contract contemplated by the Parties will be for one (1) year, which may renew for additional term(s) as described herein.
- b. **Procurement, Selection, and Contracting.** The procurement of the Administrator shall be in accordance with the Ouray County Policy and Procedure Manual for Purchasing and Contracting. Ouray County shall issue a Request for Proposals (RFP) for Administrator Services, subject to approval of the Local Government Executives. The Local Government Executives shall review proposal(s) submitted and recommend selection to the Parties' governing bodies. Services for the Parties shall begin upon final execution of a service contract between the Parties and the Administrator.
- c. **Program Support.** During the first year, the Local Government Executives shall meet informally with the Administrator on a regular basis to provide and/or request support and guidance in program development and the administration of affordable housing services and to ensure that the goals of this Agreement are being implemented. The Local Government Executives and Parties' governing bodies shall provide additional support and guidance as needed or requested.
- d. **Advice and Oversight.** The Local Government Executives shall reasonably and regularly monitor and review the Administrator's activities, including grant management and Proposition 123 compliance. The Local Government Executives shall have access to any information or documents necessary from the Administrator to perform its duties. The Local Government Executives and Administrator may update the Parties' governing bodies at reasonable intervals and upon the request of any Party.

3. **Term-Withdrawal.** The term and withdrawal provisions applicable to this Agreement are as follows:

## ATTACHMENT 1

- a. *Initial term and Renewal.* The term of this Intergovernmental Agreement shall be from the effective date hereof through December 31, 2025, and shall automatically renew for successive one-calendar-year periods thereafter, subject to the appropriation and availability of funding. As part of any annual renewal, the Parties shall specify in a writing signed by the County Manager, City of Ouray Administrator, and the Town of Ridgway Manager any mutually agreed upon modifications to this Agreement necessary to accomplish the Services identified herein, including any updated financial requirements. The deadline for any modifications shall be as soon as reasonably practicable, in accordance with the Annual Work Plan and Budget requirements in Section 1.c.i, but may also require modifications to the service contract between the Parties and the Administrator.
  - b. *Withdrawal.* Any Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Parties.
  - c. Notwithstanding the one-year term of this agreement, given the ability of any Party to opt out, participation in this Agreement shall not constitute a multiyear fiscal obligation.
4. **Legal Assistance.** The Administrator may retain independent legal counsel, as needed, for day-to-day consultation and legal advice. The Parties are not financially obligated for any legal services rendered to the Administrator, unless such obligation was approved in writing by any applicable Party, in consultation with the Parties' respective Attorney(s), and was made prior to the provision of such legal services. The Parties may, but are not required to, furnish additional legal assistance for matters that affect the Parties' rights, obligations, and duties, including but not limited to grievances, appeals, exemptions and/or exceptions authorized or determined by the Parties' governing bodies.
5. **Affordable Housing Dwelling Unit Advisory Board.** The Parties agree and acknowledge that the creation of an Affordable Housing Dwelling Unit Advisory Board may be a shared future potential goal and that any such jointly established advisory board may later supplement the role of the Affordable Housing Services Administrator and the Parties. Specifically, Colorado law provides, "To further the purposes of this article, as specified in section 29-26-101, the governing body of any local government may, by ordinance, establish an affordable housing dwelling unit advisory board. Any such board or similar entity in effect prior to July 1, 2001, shall continue to be in full force and effect after that date." C.R.S. § 29-26-103(1).
6. **Multi-Jurisdictional Housing Authority.** The Parties agree and acknowledge that the creation of a Multi-Jurisdictional Affordable Housing Authority between the Parties may be a shared future potential goal and that any such Housing Authority may be the successor-in-interest to the Administrator entity and functions specified herein, if authorized contractually and legally by the Parties. The Parties may, but are not required to, authorize contracting with a nonprofit entity to perform the functions of the Administrator, in furtherance of these potential goals. Specifically, C.R.S. § 29-26-104.5(8) provides that a multi-jurisdictional housing authority "established by contracting member governments shall, if the contract so provides, be the successor to any nonprofit corporation, agency, or other entity theretofore organized by the contracting member governments to provide the

same function, service, or facility, and such authority shall be entitled to all the rights and privileges and shall assume all the obligations and liabilities of such other entity under existing contracts to which such other entity is a party.”

### **III. SPECIAL PROVISIONS**

7. **Assignability**. This Agreement is not assignable by any party.
8. **Modification of this Agreement**. Except as otherwise provided herein, this Agreement may be changed or modified only in writing by an agreement approved by the Board of County Commissioners, Ouray City Council, and the Ridgway Town Council, acting separately and signed by authorized officers.
9. **Entire Agreement**. This Agreement contains the entire and only agreement between the Parties, and no oral statements or representations regarding this matter which are not contained in this Agreement shall be of any force or effect between the Parties.
10. **Severability**. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
11. **Notice**. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the email addresses set forth below and by one of the following methods: 1) hand-delivery; or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

To: Ouray County  
County Manager  
P.O. Box C  
Ouray, CO, 81427  
[chunt@ourayco.gov](mailto:chunt@ourayco.gov)

With copies to:  
Ouray County Attorney  
P.O. Box C  
Ouray, CO 81427  
[lcaselli@ourayco.gov](mailto:lcaselli@ourayco.gov)

To: City of Ouray  
City Administrator  
320 6<sup>th</sup> Ave.  
P.O. Box 468  
Ouray, CO 81427

With copies to:

## ATTACHMENT 1

To: Town of Ridgway  
Town Manager  
P.O. Box 10  
Ridgway, CO 81432  
[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)

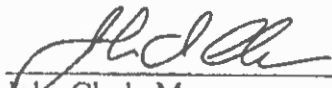
With copies to:  
Town Attorney  
152 Colorado Ave.  
Montrose, CO 81402  
[bo@coloradowestlaw.com](mailto:bo@coloradowestlaw.com)

12. **Governmental Immunity and Insurance.** The Parties agree and understand that each Party is relying on and does not waive, by any provision of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time may be amended or otherwise available to the parties or any of their officers, agents, or employees. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in these statutes and other applicable law.
13. **Current Year Obligations.** The Parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The Parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation.
14. **Binding Rights and Obligations.** The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
15. **Waiver.** The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
16. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this Agreement.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this Agreement and venue for any action shall be in the District Court in and for Ouray County, Colorado.
18. **Dispute Resolution.** If a disagreement or dispute arises between the Parties, the Parties shall attempt to confer and resolve the matter informally in good faith, and then the matter shall be submitted to mediation. The mediation shall be conducted by one mediator selected by the Parties, who will share the costs equally, subject to the appropriation and availability of funds.


19. **Attorney Fees and Costs.** If legal action is necessary to enforce any of the provisions of this Agreement, each Party shall be responsible for their own costs, expenses, and reasonable attorney fees.
20. **Confidentiality Clause.** The Parties intend to require the Administrator to hold confidential commercial, financial, proprietary, or other confidential or privileged information, under confidentiality pursuant to the terms of a service contract executed between the Parties and Administrator.
21. **Approval and Ratification.** This Agreement may be executed in counterparts, electronically or otherwise, which shall be fully binding upon the Parties.

IN WITNESS WHEREOF, the Parties have executed this agreement effective the date first above written.


TOWN OF RIDGWAY:

  
 John Clark, Mayor  
 Date Signed: 12/10/2024

Attest:

  
~~Pam Kraft, Town Clerk~~  
 Karen Christian, Deputy Clerk


CITY OF OURAY:

  
 Ethan Funk, Mayor  
 Date Signed: 12/10/24

Attest:

  
 Melissa Drake, City Clerk

OURAY COUNTY:

  
 Michelle Nauer, Board of County Commissioners  
 Date Signed: 12-17-24

Attest:

  
 Cristy Lynn, County Clerk and Recorder

AFFORDABLE HOUSING SERVICES ADMINISTRATOR SCOPE OF WORK – EXHIBIT A

**ADMINISTRATOR ROLE.** The Administrator is a separate nonprofit, private entity and is not an employee of Ouray, Ridgway, or the County. The Administrator shall perform its duties under this Agreement and the Scope of Work, and any additional service contract between the Parties and the Administrator, as may be amended, as an independent contractor and not as an employee of the County, Ouray, or Ridgway.

**ADMINISTRATOR DUTIES AND SERVICES**

**I. FINANCES, STRATEGIC PLAN, AFFORDABLE HOUSING GUIDELINES, AND REPORTING.**

These functions are further described in Section 1 above.

**II. CENTRAL DUTIES.** The Administrator shall perform the following duties and services for the Parties:

**A) Affordable Housing Program Administration, Information, and Inventory Management**

- i. “One-stop shop.” Serve as a local presence for homebuyers and renters to be a “one-stop shop” for affordable housing information and applications in Ouray, Ridgway, and within the unincorporated County.
  - a. Develop and maintain public website with information and resources.
- ii. Affordable Housing Program
  - a. Fines and Fees. Subject to approval by the Parties, the Administrator shall review the fine and/or fee schedules at least once every five (5) years and shall submit any recommended changes to the fine and/or fee schedule to the Parties.
  - b. Buyer/Renter Qualification. Develop qualification requirements for housing projects.
- iii. Property Inventory. Develop and maintain inventory of any City, County, Town and/or special district property that may be suitable for Affordable Housing development.
- iv. Housing Inventory. Develop and maintain inventory of all deed restrictions, ground leases, rent controls and other Affordable Housing cost control mechanisms. Identify necessary cost control measures, and other necessary contingencies or similar measures for ongoing operational and maintenance expenses for rentals.

**B) Deed Restriction Management and Compliance**

- i. Oversight. Oversee the day-to-day administration of deed restrictions and guidelines.
- ii. Administration. Administer and/or enforce the guidelines and deed restrictions in accordance with fair housing standards and other requirements. Grant reasonable accommodations. Ongoing compliance and

## ATTACHMENT 1

verification checks and measures. Require employment verification, including third-party verification of self-employed applicants, if necessary. Work with the Parties in the event of a violation, to determine the appropriate enforcement measures and/or compliance actions. Certify business owner(s) who own a housing unit.

- iii. Exceptions, Exemptions, and Appeals. Review and determine and/or recommend any exceptions in the form of applications to modify deed restrictions, including permitting capital improvement requests. Review requests for exemptions, prepare an impact report, and approve or deny or recommend the same. Review any grievances with the actions of the Administrator and prepare response(s) to the same.
- iv. Workforce Housing Program Management and Certification. Certify essential response, health care, school district, or government personnel, and government employees.
- v. Household leave of absence. Review and determine whether to approve written requests for household leaves of absence.
- vi. Qualification. Perform application qualification screenings. Hire outside accounting expertise to evaluate household income and assets, if necessary.
- vii. Lottery and Buyer Selection. Oversee lottery process and point ranking system; select buyer.
- viii. Sale and Resale. Ensure that initial sale and/or resale processes are in accordance with the deed restriction, ground lease, or other cost control measures. Determines Maximum Sales Price (MSP).

**C) Grant assistance, application, and management.** The Administrator shall assist the Parties in identifying, applying for, managing, complying with, and reporting requirements for any affordable housing grants, or specific housing initiatives. The Administrator shall also provide individuals with any relevant grant information after consultation with the Parties or Local Government Executives and as otherwise allowed by law and the applicable service contract between the Parties and the Administrator.

**D) Homebuyer Education.** Facilitate homebuyer education classes required for first time homebuyers through Housing Resource of Western Colorado or other applicable partner(s). Host classes designed to offer prospective buyers some fundamental knowledge about the home-buying process. It could cover various topics, including budgeting, lending, down payment assistance, real estate processes, homeowners' associations, and post-purchase information. Beyond the class, the administrator could provide prospective buyers with resources designed to educate individuals interested in purchasing a home and provide specific guidance on navigating the complexities of deed-restricted properties.

**E) Proposition 123 compliance and reporting**

- i. Perform or arrange for required housing needs assessments as required (every 3 years).

## ATTACHMENT 1

- ii. Assist in petitioning for higher Rural Resort AMIs (140%), or other AMI update(s).
- iii. Advise on other Proposition 123 compliance requirements, including “fast track”, available at: <https://engagedola.org/prop-123#:~:text=Compliance,units%20by%203%25%20each%20year>.

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# Affordable Housing Services Administrator

## Request for Proposals

## ATTACHMENT 2

### **INTRODUCTION**

In 2024, Ouray County, the Town of Ridgway and the City of Ouray agreed that in the interests of promoting affordable housing availability and the efficient administration of affordable housing projects and services in the unincorporated Ouray County, in the City of Ouray, and in the Town of Ridgway, a joint Affordable Housing Services Administrator should be sought to perform the duties and functions outlined in the Scope of Work section below. In December of 2024, Ouray County, the Town of Ridgway and the City of Ouray entered into an Intergovernmental Agreement (IGA), appended to this RFP as Exhibit A, to establish an Affordable Housing Services Administrator. This RFP is the next step in the procurement of an Affordable Housing Services Administrator.

### **SCOPE OF SERVICES**

It is anticipated that the Affordable Housing Services Administrator will be responsible for the following:

#### **Administrator Role**

The Administrator is a separate nonprofit, private entity and is not an employee of Ouray, Ridgway, or the County. The Administrator shall perform its duties under this Agreement and the Scope of Work, and any additional service contract between the Parties and the Administrator, as may be amended, as an independent contractor and not as an employee of the County, Ouray, or Ridgway.

#### **Administrator Duties and Services**

- I. **Finances, Strategic Plan, Affordable Housing Guidelines, and Reporting.** These functions are further described in Section II of the IGA, which can be found in Exhibit A.
- II. **Central Duties.** The Administrator shall perform the following duties and services for the government parties described above (Parties):
  - A. **Affordable Housing Program Administration, Information, and Inventory Management**
    - i. “One-stop shop.” Serve as a local presence for homebuyers and renters to be a “one-stop shop” for affordable housing information and applications in Ouray, Ridgway, and within the unincorporated County.
      - a. Develop and maintain public website with information and resources.
    - ii. Affordable Housing Program
      - a. Fines and Fees. Subject to approval by the Parties, the Administrator shall review the fine and/or fee schedules at least once every five (5) years and shall submit any recommended changes to the fine and/or fee schedule to the Parties.
      - b. Buyer/Renter Qualification. Develop qualification requirements for housing projects.
    - iii. Property Inventory. Develop and maintain inventory of any City, County, Town and/or special district property that may be suitable for Affordable Housing development.

## ATTACHMENT 2

- iv. Housing Inventory. Develop and maintain inventory of all deed restrictions, ground leases, rent controls and other Affordable Housing cost control mechanisms. Identify necessary cost control measures, and other necessary contingencies or similar measures for ongoing operational and maintenance expenses for rentals.

### **B. Deed Restriction Management and Compliance**

- i. Oversight. Oversee the day-to-day administration of deed restrictions and guidelines.
- ii. Administration. Administer and/or enforce the guidelines and deed restrictions in accordance with fair housing standards and other requirements. Grant reasonable accommodations. Ongoing compliance and verification checks and measures. Require employment verification, including third-party verification of self-employed applicants, if necessary. Work with the Parties in the event of a violation, to determine the appropriate enforcement measures and/or compliance actions. Certify business owner(s) who own a housing unit.
- iii. Exceptions, Exemptions, and Appeals. Review and determine and/or recommend any exceptions in the form of applications to modify deed restrictions, including permitting capital improvement requests. Review requests for exemptions, prepare an impact report, and approve or deny or recommend the same. Review any grievances with the actions of the Administrator and prepare response(s) to the same.
- iv. Workforce Housing Program Management and Certification. Certify essential response, health care, school district, or government personnel, and government employees.
- v. Household leave of absence. Review and determine whether to approve written requests for household leaves of absence.
- vi. Qualification. Perform application qualification screenings. Hire outside accounting expertise to evaluate household income and assets, if necessary.
- vii. Lottery and Buyer Selection. Oversee lottery process and point ranking system; select buyer.
- viii. Sale and Resale. Ensure that initial sale and/or resale processes are in accordance with the deed restriction, ground lease, or other cost control measures. Determines Maximum Sales Price (MSP).

- C. **Grant assistance, application, and management**. The Administrator shall assist the Parties in identifying, applying for, managing, complying with, and reporting requirements for any affordable housing grants, or specific housing initiatives. The Administrator shall also provide individuals with any relevant grant information after consultation with the Parties or Local Government Executives and as otherwise allowed by law and the applicable service contract between the Parties and the Administrator.

- D. **Homebuyer Education**. Facilitate homebuyer education classes required for first time homebuyers through Housing Resource of Western Colorado or other applicable partner(s). Host classes designed to offer prospective buyers some fundamental knowledge about the home-buying process. It could cover various topics, including budgeting, lending, down payment assistance, real estate processes, homeowners'

## ATTACHMENT 2

associations, and post-purchase information. Beyond the class, the administrator could provide prospective buyers with resources designed to educate individuals interested in purchasing a home and provide specific guidance on navigating the complexities of deed-restricted properties.

### **E. Proposition 123 compliance and reporting**

- i. Perform or arrange for required housing needs assessments as required (every 3 years).
- ii. Assist in petitioning for higher Rural Resort AMIs (140%), or other AMI update(s).
- iii. Advise on other Proposition 123 compliance requirements, including “fast track”, available at: <https://engagedola.org/prop123#:~:text=Compliance,units%20by%203%25%20each%20year>.

## **PROJECT SCHEDULE**

As this project will be ongoing, no activity and scheduled dates are necessary. Instead, the selected contractor will comply with expectations and reporting deadlines outlined in the Scope of Work and the subsequent agreement to be executed upon selection of contractor.

## **METHOD OF SUBMITTAL AND PROPOSAL FORM**

Proposers shall submit two (2) paper copies of the proposal in a sealed envelope marked “Affordable Housing Services Administrator Proposal” to “Ouray County Administration” at the Ouray County Courthouse, P. O. Box C, Ouray, CO 81427 or directly to 541 4th St., Ouray, CO 81427. Proposals shall be received no later than 3:30 p.m. on Thursday, May 29, 2025. Please note that Ouray County offices are not open on Fridays.

Proposals shall be limited to 20 pages. Proposals should focus on the qualifications and experience in providing the services requested above. A short list of individuals or firms may be developed based upon the proposals submitted. Proposals shall include the following in the order given:

- A. **Cover Letter:** A cover letter indicating the Respondent’s interest and identifying the name, address, email address, and telephone number of the person to contact. The letter should also include:
  - A signature by a representative of the Respondent authorized to bind the Respondent for the terms proposed.
  - Any criteria expected by the Parties that Respondent will not provide.
  - Any other information not appropriately contained in the body of the Proposal.
- B. **Cost Proposal:** A financial proposal focused on maximum value, innovation, and cost-effective implementation. The Cost Proposal should include:

## ATTACHMENT 2

- **Proposal.** A total not-to-exceed fixed fee for labor, equipment, time, materials, and other items necessary to meet the requirements of the Scope of Services and deliverables. The fee should include all costs of performing the Scope of Services on an annual basis.
  - **Detailed Cost Breakdown.** A cost and hourly rate for the various tasks identified in the Scope of Services. All cost assumptions must be clearly documented in this portion of the submittal.
- C. **Approach to Service:** A detailed description of the approach that will be used to deliver on the tasks identified in the Scope of Services. The approach should follow the Scope of Services using a format of primary tasks with subtasks to provide context of the requested/proposed item.
- D. **Resume and Qualifications:** A description of the history, experience, and qualifications of the Respondent in performing the Scope of Services and deliverables. Include the following:
- History, size, and structure of the firm(s)
  - Identification of the Principal in Charge, the Project Manager, and the roles and responsibilities of each as they relate to the Project. Include relevant experience and copies of resumes of all personnel to be assigned to the work. If any aspect of the project will be subcontracted, please provide the same information for all team members.
- E. **Example of Previous Work:** Complete examples of similar deliverables that were completed for other jurisdictions.
- F. **Company Information Sheet.** Please provide a completed Company Information Sheet, which is appended to this RFP as Exhibit B.
- G. **Potential Conflicts of Interest:** List any work that your firm or your proposed sub-consultants are currently performing for the Parties.
- H. **Miscellaneous:** Any supplemental information and attachments relevant to the Proposal, Respondent's qualifications, or Respondent's approach. Respondents are encouraged to expand upon the specifications to give additional evidence of their ability to provide the Services.

### **SELECTION AND INTERVIEW PROCESS**

The Parties' review of proposals will focus in general on the expertise, experience and understanding of the Scope of Services as evidenced by the proposals. Proposals will be evaluated using the following criteria:

- Qualifications of the individual or team members and their experience with similar projects.

## ATTACHMENT 2

- Understanding or experience with the requested Scope of Services and working with small local governments with limited resources.
- Ability of the consultant to complete the work in a cost-effective and timely manner.
- Comprehensive proposal package, including unique and creative technical approaches which are clearly articulated in the proposal that will enhance the project outcomes and deliverables.
- Overall responsiveness to the RFP.
- The degree to which the proposal meets or exceeds the terms of the RFP.
- Results of reference checks and past performance for other clients.

All proposals will be reviewed and evaluated by a Selection Committee consisting of representatives of Ouray County, the Town of Ridgway, and the City of Ouray. The Parties reserve the right to request clarification or additional information from individual Respondents.

As part of the evaluation process, the Parties expect to interview some, but not necessarily all, of the Respondents. If selected for an interview, presentations will be limited in time with additional time for questions. Respondents may also be asked to supplement their submittals as part of the selection process.

### **TIMELINE**

Identified below are the milestone dates associated with this opportunity (subject to change).

<i>RFP Issued:</i>	<i>Friday, May 2, 2025</i>
<i>Proposal Due Date/Opening of Proposals:</i>	<i>Thursday, May 29, 2025 by 3:30 p.m.</i>
<i>Notifications Re Interview Status</i>	<i>Thursday, June 5, 2025</i>
<i>Interviews (in-person or virtually)</i>	<i>Wednesday, June 11, 2025</i>
<i>Final Consultant Selection/Notice of Award:</i>	<i>Week of June 16, 2025</i>
<i>Executed Contract and Required Documents Submitted</i>	<i>Week of June 23, 2025</i>
<i>Project Commences:</i>	<i>Week of June 30, 2025</i>

Please note that the Parties desire services to start as soon as possible once an agreement is executed.

### **ADDITIONAL INFORMATION**

## ATTACHMENT 2

The Parties intend to select one consultant to provide the services described herein. Ouray County, as the leader of the procurement process, reserves the right to reject, for any reason whatsoever, any and all proposals, and to waive any informality or irregularity in a proposal. Awarding of the proposal is not based solely upon low quotation price, but on overall service, quality, and “best value” to the County in accordance with the Ouray County Purchasing Policy.

For more information about Ouray County, please visit <https://ouraycountyco.gov/>.

For more information about the Town of Ridgway, please visit <https://townofridgway.colorado.gov/>.

For more information about the City of Ouray, please visit <https://www.cityofouray.com/>.

### **ATTACHMENTS**

Exhibit A – Affordable Housing Services Administrator Intergovernmental Agreement

Exhibit B – Company Information Sheet



Home Trust of  
Ouray County

May 28, 2025

# Affordable Housing Services Administrator **Proposal**

Prepared for  
**Ouray County Administration**

Presented by:  
**Andrea Sokolowski**





# A: Cover Letter

Home Trust of Ouray County

May 21, 2025

Ouray County Administration  
541 4th Street  
Ouray CO 81427

RE: Affordable Housing Services Administrator Position

Dear Ouray County Administration,

The Home Trust of Ouray County is writing to express interest in the Affordable Housing Services Administrator position.

The Home Trust of Ouray County is a 501(c)(3) non-profit organization for affordable housing and community development based in Ouray County.

The mission of the Home Trust of Ouray County is to grow an inclusive, economically diverse community by providing permanently affordable housing and housing-related resources to low-and moderate- income households in Ouray County through the stewardship of community assets.

## ATTACHMENT 3



Home Trust of  
Ouray County

Since our inception in late 2018, our organization has been busy preserving and building affordable housing in the county. We acquired and renovated a 6-unit rental property at 734 4<sup>th</sup> Street in Ouray in March of 2023 which preserved existing affordable housing and kept the local workforce from being displaced. We completed construction of a duplex in Ridgway's Parkside subdivision which provided two local families homeownership opportunities. We are closing on a 3-unit rental property at 835 2nd Street in Ouray in June which will be renovated into a 5-plex providing additional workforce housing. We have completed the design of River Walk Rentals, a 13-unit affordable rental project in Ouray and we are currently fundraising for Sherman Street Community Building, a mixed-use project at 660 Sherman Street which is anticipated to include affordable rentals and various community services.

By 2028, Home Trust's affordable housing portfolio is expected to expand from 8 to 43 units benefiting 130 people. And over the next decade, the Home Trust plans on growing the affordable housing stock to be in line with Region 10's 2023 Workforce Housing Needs Assessment for Ouray County.

In addition to developing affordable housing, the Home Trust would like to provide housing services for Ouray County. We feel that we are ideally positioned as a local organization to be the most successful at providing housing services and providing the most impact to our communities. Over time, we have grown in expertise and capacity. We have increased our in-house and contracted staff and will further do so if we are chosen to be the Affordable Housing Services Administrator for Ouray County. We are poised to engage in a hiring process for the ideal candidate for this position. The hiring of this position is crucial to the success of the county's affordable housing efforts, and we commend our local governments for being proactive and forward-thinking.

We see our organization as an asset to Ouray County and would be proud to provide a valuable service to our communities. We are confident that, upon hiring a staff member devoted to this position, that we will ensure that Ouray County achieves its affordable housing goals.

Thank you for your time and consideration,

Andrea Sokolowski  
Executive Director  
Home Trust of Ouray County  
director@hometrusted.org  
(970) 309-9314



# B: Cost Proposal Fee Schedule

## **Cost Assumptions**

The total not-to-exceed fixed fee and detailed cost breakdown are presented for a one-year contract term, based on the 1-75 affordable housing unit tier.

The Annual Administration Fee of \$91,887.14 comprehensively covers all labor costs required to perform the Scope of Services, including wages, taxes, and benefits. This fee reflects HTOC's current 2025 operating budget wages, which includes the hiring of a Housing Services Director, supplemented by proportionate time from existing experienced HTOC staff as detailed in the "Resume."

Labor costs are allocated to tasks based on the "Approximate Time" percentages specified in our proposal under Central Duties. The remaining labor cost is allocated to foundational activities (Finances, Strategic Plan, Guidelines, Reporting).

## **Detailed Cost Breakdown**

Annual Office Expenses of \$8,269.84 are included in the total fee to cover standard operational costs such as office supplies, communication systems, software, printing, postage, local mileage/travel, insurance (workers' compensation, unemployment), and other essential administrative support functions required for this role. This line item addresses the need for materials and standard office equipment to perform services.

The Annual Administration Fee (Labor) of \$91,887.14 is allocated across the various tasks identified in the Scope of Services. The personnel contributing to these tasks, their specific hourly rates, and their respective time allocations are detailed on the Fee Schedule of HTOC's proposal. The primary labor component is a dedicated Housing Services Director (\$49.00/hr for 89% of their time allocated to these services), supported by allocated time from HTOC's Executive Director (\$55.54/hr), Community Outreach Director (\$55.54/hr), Marketing & Event Assistant (\$28.56/hr), and Business Manager (\$52.73/hr).

HTOC's fee structure is tiered based on the number of units administered, as detailed on the Fee Schedule of our proposal.



Home Trust of  
Ouray County

# Fee Schedule

NUMBER OF UNITS *UNIT = DWELLING UNIT	ANNUAL ADMIN FEE	ANNUAL OFFICE EXPENSES	TOTAL
<b>1-75</b>	\$91,887.14	\$8,269.84	\$100,156.98
<b>76-151</b>	\$119,453.28	\$9,556.26	\$129,009.55
<b>152-277</b>	\$155,289.27	\$10,870.25	\$166,159.52
<b>* ANNUAL FEE IS BASED ON A CONTRACT YEAR.</b>			

**\*\*Percent of Time Spent Per Year**

TASKS	HOUSING SERVICES DIRECT.	WAGES	EXEC DIRECT.	WAGES	COMMNTY OUTREACH DIRECTOR	WAGES	MARKTNG ASSIST.	WAGES	BUSINESS MNGR	WAGES
<b>STRATEGIC PLANNING AND PROGRAM GROWTH</b> AFFORDABLE HOUSING PROGRAM ADMINISTRATION, INFORMATION, AND INVENTORY MANAGEMENT <b>PROPERTY INVENTORY</b> HOUSING INVENTORY <b>DEED RESTRICTION</b> <b>MANAGEMENT AND COMPLIANCE</b> GRANT ASSISTANCE, APPLICATION, AND MANAGEMENT <b>HOMEBUYER EDUCATION</b> PROPOSITION 123 COMPLIANCE AND REPORTING	89%	\$83,736.32	3%	\$3,199.38	3%	\$2,399.53	2%	\$274.18	3%	\$2,277.74
<b>HOURLY</b>		\$49.00		\$55.54		\$55.54		\$28.56		\$52.73
<b>MONTHLY</b>		\$7,840.48		\$8,887.15		\$6,665.37		\$1,142.41		\$6,327.06
<b>ANNUALLY</b>		\$94,085.75		\$106,645.84		\$79,984.38		\$13,708.87		\$75,924.66
<b>TOTAL WAGES</b> <b>\$91,887.14</b>										

\* Wages include taxes and benefits

\*\*Wages reflect HTOC's current 2025 operating budget wages which includes hiring of a Housing Services Director.



# C: Approach To Service

Our approach is congruent with the needs of our communities and local governments. We are flexible and able to adapt to whatever future tasks present themselves. Our service is not just about managing units, but about fostering thriving, inclusive communities and ensuring the long-term success and well-being of their residents.

At the core of our approach is proactive and comprehensive resident support. HTOC prioritizes gathering community input, engaging effectively with potential residents, and providing robust support for existing tenants. This means more than just addressing issues as they arise; it involves actively building relationships, understanding resident needs, and connecting them with necessary resources, thereby fostering a stable and supportive living environment. Our experience in creating and implementing a successful Homebuyer Selection Program shows our commitment to fair, transparent, and supportive processes for those seeking housing.

The diverse career paths of our team members equip us with a rich blend of transferable skills and insights crucial for effective housing service administration. This collective experience allows us to develop a holistic understanding of community needs and to diligently evaluate the practical viability of future housing initiatives.

In summary, HTOC's approach to service as a housing service administrator is one of active engagement, responsible management, financial prudence, and strategic vision, all driven by a fundamental mission to provide and maintain affordable housing and support the families and individuals who call it home.

## **AFFORDABLE HOUSING SERVICES ADMINISTRATOR SCOPE OF WORK –**

ADMINISTRATOR ROLE. The Home Trust of Ouray County (HTOC) is a separate nonprofit, private entity and is not an employee of Ouray, Ridgway, or the County. HTOC is prepared to perform its duties under this Agreement and the Scope of Work, and any additional service contract between the Parties and HTOC, as may be amended, as an independent contractor and not as an employee of the County, Ouray, or Ridgway.



Home Trust of  
Ouray County

## **ADMINISTRATOR DUTIES AND SERVICES**

### **I. FINANCES, STRATEGIC PLAN, AFFORDABLE HOUSING GUIDELINES, AND REPORTING.**

#### ***Subtask I.1 Strategic Plan Development***

- *In collaboration with the parties, we will draft a strategic plan to identify the mission, values and goals of The Affordable Housing Services Administrator and create a schedule as to how often to review/update this strategic plan.*

#### ***Subtask I.2: Budget Development and Financial Management***

- Through collaboration with the parties, review and update the agreed “not-to exceed” budget on a yearly basis.
- Ensure funds are properly handled and recorded in the bookkeeping software with specific program identification/class.
- Payroll is currently through a third-party for internal control measures and will remain the same in this role.
- Provide financial reports on a yearly basis in regards to the program.
- Manage cost sharing mechanisms.

#### ***Subtask 1.3: Affordable Housing Guidelines Development and Review***

- *Create policies and procedures specifically for affordable housing guidelines to be filed internally and updated every fiscal year.*

#### ***Subtask I.4: Reporting***

- *Establish a regular reporting schedule to the parties on all aspects of the Affordable Housing Administrator’s Services, including financial status, progress on strategic objectives, and operational activities*

### **II. CENTRAL DUTIES.** HTOC shall perform the following duties and services for the Parties:

#### **A) Affordable Housing Program Administration, Information, and Inventory Management. Approximate Time: 5%**

- i. “One-stop shop.” Serve as a local presence for homebuyers and renters to be a “one-stop shop” for affordable housing information and applications in Ouray, Ridgway, and within the unincorporated County.



Home Trust of  
Ouray County

**Subtask A.i.: "One-Stop Shop" Development and Maintenance**

- *As the local housing organization in Ouray County, HTOC is, to a degree, currently acting as a "one-stop shop" by fielding inquiries from the public, assisting locals in finding housing, and interfacing with local governments. We can expand this service as the Affordable Housing Services Administrator. We have developed and regularly maintain a website to display affordable housing information for the public. We will expand and add more detail to our website as related to the Affordable Housing Program as needed.*

ii. Affordable Housing Program

**Subtask A.ii : Affordable Housing Program Management**

**Hire a Housing Service Director to lead the following:**

- *Review the fine and/or fee schedules at least once every five (5) years and submit any recommended changes to the fine and/or fee schedule to the Parties.*
- *Develop qualification requirements for housing projects. Through our experience with this in both homeownership and rental projects. We will tailor those qualifications to individual projects in the future and track the different project qualifications.*

iii. Property Inventory.

Develop and maintain inventory of any City, County, Town and/or special district property that may be suitable for Affordable Housing development.

**Subtask A.iii: Property Inventory Management**

- *Discuss potential sites in both the city of Ouray and the town of Ridgway with local government officials and staff. We will create a document or page on our website to reflect those conversations and those potential sites.*

iv. Housing Inventory. Develop and maintain inventory of all deed restrictions, ground leases, rent controls and other Affordable Housing cost control mechanisms. Identify necessary cost control measures, and other necessary contingencies or similar measures for ongoing operational and maintenance expenses for rentals.

**Subtask A. iv.: Housing Inventory**

- *We will develop an inventory of all deed restrictions, ground leases, rent controls, and cost control mechanisms by address. Currently we have an inventory of affordable housing projects in the county on our website but we will create a more detailed inventory for monitoring deed restrictions.*

**B) Deed Restriction Management and Compliance. Approximate Time: 35%**

i. Oversight. Oversee the day-to-day administration of deed restrictions and guidelines.



Home Trust of  
Ouray County

***Subtask B.i: Oversight of Deed Restrictions***

- *Our new staff member, the Housing Services Director, will be tasked with this responsibility, along with many other subtasks in this section. Our new hire will have experience in managing deed restrictions or will be trained by someone who is experienced in managing deed restrictions. We will create a new program expressly for this purpose. Our organization has experience in buyer selection and the sale of homes and compliance with state regulatory and use covenants.*

ii. Administration. Administer and/or enforce the guidelines and deed restrictions in accordance with fair housing standards and other requirements. Grant reasonable accommodations. Ongoing compliance and verification checks and measures. Require employment verification, including third-party verification of self-employed applicants, if necessary. Work with the Parties in the event of a violation, to determine the appropriate enforcement measures and/or compliance actions. Certify business owner(s) who own a housing unit.

***Subtask B.ii: Administration and Enforcement***

- *Administer and enforce guidelines and deed restrictions in strict accordance with fair housing standards and other legal/regulatory requirements.*
- *Develop and implement procedures for granting reasonable accommodations.*
- *Establish and execute ongoing compliance and verification checks, including employment verification (with third-party verification for self-employed applicants if needed).*
- *Collaborate with the Parties in the event of a violation to determine appropriate enforcement measures and/or compliance actions.*
- *Develop and manage a process to certify business owner(s) who own a housing unit under applicable programs.*

iii. Exceptions, Exemptions, and Appeals. Review and determine and/or recommend any exceptions in the form of applications to modify deed restrictions, including permitting capital improvement requests. Review requests for exemptions, prepare an impact report, and approve or deny or recommend the same. Review any grievances with the actions of HTOC and prepare response(s) to the same.



***Subtask B.iii: Exceptions, Exemptions, and Appeals Management***

- *Establish a clear process to review and determine (or recommend action on) applications to modify deed restrictions, including capital improvement requests.*
- *Develop a protocol to review requests for exemptions, prepare impact reports, and approve, deny, or recommend action on such requests.*
- *Manage a grievance process for individuals to appeal actions of the Administrator, including preparing formal responses.*

iv. Workforce Housing Program Management and Certification. Certify essential response, health care, school district, or government personnel, and government employees.

***Subtask B.iv: Workforce Housing Program Management and Certification***

- *Develop and implement a system for certifying essential response personnel, health care workers, school district employees, government personnel, and other government employees for eligibility in workforce housing programs.*

v. Household leave of absence. Review and determine whether to approve written requests for household leaves of absence.

***Subtask B.v: Household Leave of Absence Management***

- *Establish criteria and a process for reviewing and determining whether to approve written requests for household leaves of absence from program requirements.*

vi. Qualification. Perform application qualification screenings. Hire outside accounting expertise to evaluate household income and assets, if necessary.

***Subtask B.vi: Application Qualification Screening***

- *Perform thorough application qualification screenings for all affordable housing programs.*
- *If necessary, engage and oversee outside accounting expertise to evaluate complex household income and asset scenarios.*

vii. Lottery and Buyer Selection. Oversee lottery process and point ranking system; select buyer.

***Subtask B.vii: Lottery and Buyer Selection Process Management***

- *Oversee and manage the lottery process for affordable housing units, ensuring fairness and transparency.*
- *Administer any point ranking systems used in buyer selection.*
- *Execute the buyer selection process according to established guidelines and program rules.*



Home Trust of  
Ouray County

viii. Sale and Resale. Ensure that initial sale and/or resale processes are in accordance with the deed restriction, ground lease, or other cost control measures. Determines Maximum Sales Price (MSP).

***Subtask B.viii: Sale and Resale Process Management***

- *Ensure all initial sale and subsequent resale processes for affordable housing units strictly adhere to the terms of the applicable deed restriction, ground lease, or other cost control measures.*
- *Calculate and determine the Maximum Sales Price (MSP) for resales in accordance with program guidelines.*

C) Grant assistance, application, and management. **Approximate Time: 25%**

***Subtask C: Grant assistance, application, and management***

- *HTOC has years of experience with grant applications, management, and reporting.*
- *HTOC shall assist the Parties in identifying, applying for, managing, complying with, and reporting requirements for any affordable housing grants, or specific housing initiatives.*
- *HTOC shall also provide individuals with any relevant grant information after consultation with the Parties or Local Government Executives and as otherwise allowed by law and the applicable service contract between the Parties and HTOC.*

D) Homebuyer Education. **Approximate Time: 5%**

***Subtask D: Homebuyer Education***

- *HTOC will facilitate homebuyer education classes required for first time homebuyers through Housing Resources of Western Colorado or other applicable partner(s). HTOC partnered with Housing Resources of Western Colorado for income and asset verification and homebuyer education for our 2025 duplex homebuyers.*
- *HTOC will facilitate classes designed to offer prospective buyers some fundamental knowledge about the home-buying process if necessary. Classes could cover various topics, including budgeting, lending, down payment assistance, real estate processes, homeowners' associations, and post-purchase information.*
- *HTOC will provide prospective buyers with resources designed to educate individuals interested in purchasing a home and provide specific guidance on navigating the complexities of deed-restricted properties.*



Home Trust of  
Ouray County

**E) Proposition 123 compliance and reporting. Approximate Time: 10%**

- i. Perform or arrange for required housing needs assessments as required (every 3 years).
- ii. Assist in petitioning for higher Rural Resort AMIs (140%), or other AMI update(s).
- iii. Advise on other Proposition 123 compliance requirements, including “fast track”

***Subtask E: Proposition 123 compliance and reporting***

- *HTOC will approach Prop 123 compliance and reporting in a proactive and timely manner. HTOC has worked with and assisted the city of Ouray in petitioning for higher AMIs. We have a good understanding of housing needs assessments and can assist with securing a contractor to perform such work ensuring a successful product.*



**Home Trust of  
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# D: Resume & Qualifications

Home Trust of Ouray County (HTOC)  
95 Meadows Circle, Ridgway, CO 81432  
970-309-9314  
director@hometrusted.org | hometrusted.org

## Introduction

The Home Trust of Ouray County (HTOC) is a dedicated organization committed to addressing the affordable housing crisis in Ouray County through innovative new construction and strategic preservation initiatives. Led by a passionate and experienced team, HTOC develops and preserves quality, affordable homes for local families and the workforce. Our projects such as the recently completed Parkside Duplex in Ridgway and the upcoming Riverwalk Apartments in Ouray, exemplify our commitment to providing sustainable housing solutions. Through initiatives like the preservation of the Ouray 6-Plex, HTOC prioritizes preventing displacement and maintaining affordability for vulnerable populations. Our team actively engages the community, builds crucial partnerships, and has demonstrated significant success in cultivating diverse funding streams to ensure long-term organizational sustainability.

## Mission & Values

- Mission: To grow an inclusive, economically diverse community by providing permanently affordable housing and housing-related resources to modest income households in Ouray County through the stewardship of community assets.
- Core Values: Community Focus, Collaboration, Innovation, Sustainability, Equity, Responsible Stewardship.





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## Capabilities & Expertise

- **Affordable Housing Development:** Expertise in all stages of new construction, from concept to completion, spearheaded by the Executive Director.
- **Affordable Housing Preservation:** Proven ability to acquire, stabilize, and renovate existing affordable housing stock, with expertise from the Executive Director.
- **Community Outreach & Engagement:** Comprehensive strategies for gathering community input, engaging potential residents, and supporting existing tenants, led by the Community Outreach Director.
- **Partnership Development & Fundraising:** Strong track record of building and maintaining relationships with key stakeholders and securing diverse funding streams.
- **Financial Sustainability:** Demonstrated ability to cultivate diverse revenue streams, including rental income, ground lease fees, resale transaction fees, and developer fees, alongside successful grant writing and fundraising.
- **Property Management:** In-house property management capabilities, including tenant screening, rent collection, maintenance, and customer service.
- **Marketing & Communications:** Effective development of marketing materials and presentations to raise awareness and support, managed by the Marketing & Event Asst.
- **Feasibility Studies & Site Assessments:** Expertise in evaluating potential future affordable housing projects, overseen by the Executive Director.

## Organizational Impact & Achievements

- Secured over \$1M in funding and developed two affordable homeownership opportunities for local families through the Parkside Duplex project.
- Created a Homebuyer Selection Program and successfully conducted our first homebuyer selection process.
- Secured two low-interest DOLA loans to acquire two properties in Ouray County (Riverwalk Apartments and Sherman Street Community Building).
- Applied for and was awarded CHFA-SHIP program technical assistance for two projects and successfully completed conceptual plans for Riverwalk Apartments and the Sherman Street Community Building.



Home Trust of  
Ouray County

## **Organizational Impact & Achievements, cont.**

- Secured over \$1M in funding for Riverwalk Apartments and completed necessary pre-development work for shovel readiness in July-August 2025.
- Secured over \$1M in funding to preserve six affordable rental units in Ouray, preventing displacement of vulnerable tenants.
- Gained valuable expertise and resources through participation in Enterprise Community Partners's Preservation Next Colorado Cohort.
- Contracted Ouray Property Management Company to ensure effective management and tenant support for the Ouray 6-Plex.
- Actively engage the community to gather input on housing needs and preferences.
- Built and maintained key partnerships with funders, developers, government agencies, and local governments under the leadership of the Executive Director.
- Raised awareness and built community support for affordable housing initiatives and our organization.
- Recognized by other housing organizations as a leader in the industry.

## **Grant Writing Experience**

Our organization possesses a robust and proven capability in comprehensive grant assistance, successfully navigating the full lifecycle from identification and application to diligent management and compliance for significant funding initiatives, including those pertinent to housing.

Our expertise in identifying and strategically applying for grants is clearly evidenced by securing \$1,277,513 in diverse grants in 2024 alone. This includes successfully obtaining critical operating funds and substantial restricted capital grants essential for housing-related projects, from entities like DOLA, the Department of Housing (DOH), and the Colorado Housing and Finance Authority (CHFA), alongside various community foundations.

This track record demonstrates our proficiency in managing complex applications and fostering relationships with a wide array of funders. HTOC has the sustained ability to not only apply for but also effectively manage and maintain grant funding, aligning directly with the requirements for a Housing Service Administrator.



Home Trust of  
Ouray County

## Our Team

### **Andrea Sokolowski, Executive Director**

Andrea has been an advocate for affordable housing and community sustainability since joining the Ouray County Housing Committee in 2018. She has been committed to cultivating the Community Land Trust (CLT) model in Ouray County after attending Grounded Solutions Network's 2018 annual conference. She holds a certificate of nonprofit management from Fort Lewis College and a certificate of commercial real estate development from Cornell University. She possesses over eight years of real estate development and four years of affordable housing experience in Ouray County. Her primary responsibilities include real estate development, project management for new construction and preservation projects, building and maintaining key partnerships, securing funding, and interfacing with local governments.

### **Heather Becker, Business Manager**

Resident of the Western Slope since 1998 with a Bachelor's Degree in Business Administration (Accounting) from Colorado Mesa University. Possesses extensive experience in bookkeeping, financial statement preparation, and grant management gained through roles ranging from Accounting Clerk in municipal settings to Director of Finance at a local integrated health clinic. Heather expertly manages the organization's financial records, oversees grant administration, and handles critical business-related functions, ensuring sound fiscal stewardship and operational efficiency.

### **Kelly Goodin,**

### **Community Outreach Director**

Kelly leads community outreach and engagement efforts, identifying and connecting with program-eligible residents while supporting existing tenants and providing ongoing homeowner assistance. She also builds relationships with community organizations serving low-income households, ensuring eligible tenants and homeowners have access to vital housing resources and support. Additionally, Kelly works closely with our Latinx tenants, translating documents and information into Spanish while ensuring that DEI standards are consistently upheld. She also assists with Tenant-Property Management communication. Kelly led the development of the Homebuyer Selection Program, designing a system for homebuyer selection and built partnerships with lenders and homebuyer education and assistance programs.

### **Jennifer Turner,**

### **Marketing & Events Coordinator**

A dynamic marketing professional and event producer with expertise in event production, brand partnerships, and project management. Jenn holds a Bachelor of Science in Advertising & Public Relations and Spanish from Texas Christian University and is fluent in both English and Spanish. She plays a key role in community engagement by preparing marketing materials and presentations to raise awareness about HTOC's mission and projects, build community support for housing initiatives, and educate the public on the importance of affordable housing. Assists with community outreach and event planning.



Home Trust of  
Ouray County

# References

- **Andrew Atchley**  
Housing Development Team  
Manager, Division of Housing, DOLA  
andrew.atchely@state.co.us  
(719) 298-2903
- **Shelly Dackonish**  
Attorney, Partner at Dufford  
Waldeck Law  
dackonish@dwmk.com  
(970) 248-5863
- **Sarah Burr**  
Homebuyer, HTOC Parkside Duplex  
sarahburr1@hotmail.com  
(970)310-3374
- **Edgar Acosta**  
Tenant, HTOC Ouray 6-plex  
edgaracosta862@gmail.com  
(970)318-1307





# E: Examples of Previous Work

## **Parkside Duplex, Ridgway (Homeownership)**

This project demonstrates our ability to develop new affordable housing and partner effectively with organizations like Habitat for Humanity. We successfully constructed two energy-efficient, all-electric 1550 sq ft, 3-bedroom homes on donated land, providing homeownership opportunities for two local families at 100% and 80% Area Median Income (AMI). This involved managing the development process from construction to sale, and was completed well under budget. This showcases our experience in:

- Developing buyer qualification requirements.
- Managing the sale process of deed-restricted properties.

## **Riverwalk Apartments, Ouray (Affordable Workforce Rental Project)**

Anticipated Groundbreaking: 2026 (Construction Phase). This is a 13-unit affordable workforce rental project in Ouray. This project demonstrates our ability to:

- Conduct community outreach, plan and coordinate design
- Secure funding
- Conduct competitive bid processes for architect and general contractor
- Currently awaiting a \$3.2M funding award to commence construction.

## **Sherman Street Community Building, Ridgway (Mixed-Use Development)**

Sherman Street Community Building is a mixed-use development in Ridgway (November 2022 – Ongoing). In this role, we have successfully conducted extensive community outreach to ensure local needs inform the project vision, meticulously planned and coordinated the design development, and facilitated the completion of conceptual plans by leveraging resources like the CHFA-SHIP program. This initiative showcases our capability to guide complex projects from initial stakeholder engagement through critical planning milestones. This project demonstrates our ability to:

- Successfully manage the critical pre-development phases
- Design and execute comprehensive community outreach strategies
- Lead strategic planning and meticulously coordinate multi-faceted design processes
- Facilitate productive collaboration among diverse partners



Home Trust of  
Ouray County

### **Ouray 6-Plex, Ouray**

This project highlights our expertise in preserving existing affordable housing and our capacity for property management. We purchased this 6-unit affordable rental property to ensure its continued affordability for residents (targeting households at or below 80% AMI), demonstrating our strategic approach to maintaining affordable rentals in the community. Our work here goes beyond ownership; we have actively invested in renovations to upgrade and repair the property, with additional energy efficient renovations. We stabilized rents and prevented displacement of four multigenerational Latinx families and one disabled person, with ongoing tenant support provided by our Community Outreach Director. This project demonstrates our experience in:

- Property management, including overseeing renovations and working with contractors.
- Tenant relations and ensuring compliance with housing standards.
- Securing and managing funding (e.g., grants), including participation in Enterprise Community Partners's Preservation Next Colorado Cohort, which provided crucial capacity building for preservation efforts.
- Administering rent controls and cost control mechanisms.

### **Triplex, Ouray (Affordable Workforce Rental Project)**

Demonstrating our ongoing commitment to expanding affordable rental options, HTOC is actively working on the Triplex project in Ouray. With an anticipated closing date in June 2025, this project is currently in the pre-development phase. HTOC has worked closely with the current owners for over a year on the acquisition, coordinated architectural and structural plans for renovations, conducted cost estimating, and secured a general contractor and funding. This project is anticipated to be renovated into a 5-plex, adding two additional affordable housing units to the Ouray community. This project demonstrates our ability to:

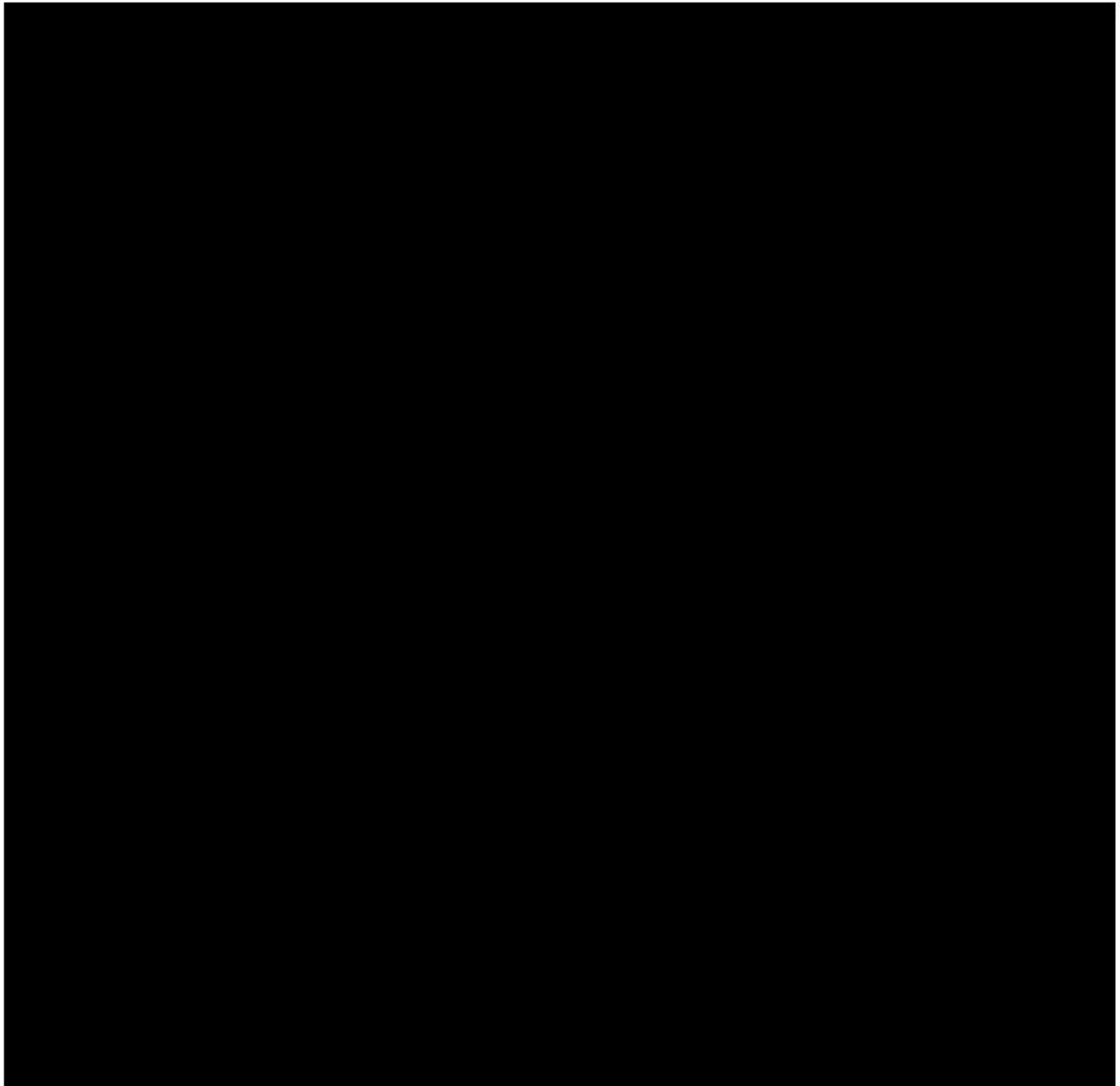
- Acquire properties for affordable housing development.
- Coordinate the planning and execution of renovations.
- Secure necessary funding for projects.

ATTACHMENT 3



Attachment B

Company Information Form





Home Trust of  
Ouray County

**G: Potential Conflicts of Interest:**

Potential conflicts of interest include the participation of three local government officials serving on the Home Trust Board of Directors: Josh Smith, Jake Niece, and Preston Neil. Local governments have funded the Home Trust of Ouray County's operations and projects in the past.

**H: Miscellaneous - 1**

**Job Description for selection of Housing Services Director:**

**Job Description - Housing Services Director**

**Organization:** The Home Trust of Ouray County

**Job Title:** Housing Services Director

**Reports To:** Executive Director

**Position Summary:**

The Housing Services Director will serve as a dedicated employee of The Home Trust of Ouray County. This person is responsible for implementing and managing affordable housing initiatives for Ouray County, the City of Ouray, and the Town of Ridgway, as established by their Intergovernmental Agreement (IGA). This role will involve a wide range of responsibilities, including program development and administration, financial management, stakeholder collaboration, compliance oversight, and resident support services. The Housing Services Director will play a crucial role in increasing affordable housing options and supporting the housing needs of Ouray county.

**Responsibilities:**

• **Program Development and Administration:**

- Develop, implement, and manage affordable housing programs and initiatives in alignment with the goals of Ouray County, the City of Ouray, and the Town of Ridgway.
- Establish and maintain program guidelines, application processes, and eligibility criteria for various affordable housing services.
- Coordinate the intake, review, and approval processes for affordable housing applications.
- Manage waitlists and ensure fair and equitable access to housing opportunities.
- Develop and maintain relationships with property owners, developers, and other housing providers.
- Oversee the administration of deed-restricted properties, ensuring compliance with regulations and agreements.



Home Trust of  
Ouray County

- **Financial Management and Reporting:**

- Assist in management of the program budgets, track expenditures, and ensure fiscal responsibility.
- Assist Business Manager in identifying and securing funding opportunities from various sources, including grants and Proposition 123 funds.
- Assist Business Manager to prepare financial reports and provide regular updates to the participating jurisdictions as related to housing services.

- **Stakeholder Collaboration and Communication:**

- Work the Community Outreach Director Serve with affordable housing inquiries from residents, developers, and other stakeholders.
- Collaborate effectively with the Executive Director of HTOC as well as the Ouray County, the City of Ouray, and the Town of Ridgway staff and elected officials.
- Facilitate communication and coordination among various housing-related organizations and agencies as related to housing services.

- **Resident Support and Education:**

- Develop and deliver educational workshops and resources for prospective homebuyers, covering topics such as budgeting, lending, down payment assistance, and the home-buying process.
- Provide guidance to individuals navigating the complexities of deed-restricted properties.
- Connect residents with relevant support services and resources as needed.

- **Compliance and Reporting (Proposition 123):**

- Ensure compliance with all applicable federal, state, and local regulations and guidelines related to affordable housing programs.
- Perform or arrange for required housing needs assessments as required (every 3 years).
- Assist in petitioning for higher Rural Resort AMIs (140%), or other AMI updates.
- Advise on other Proposition 123 compliance requirements.
- Prepare and submit required reports to funding agencies and participating jurisdictions.

**Qualifications:**

- Demonstrated experience in affordable housing program administration, community development, or a related field.
- Strong understanding of affordable housing principles, funding mechanisms, and regulations.
- Experience with financial management, budgeting, and grant administration.
- Excellent communication, interpersonal, and presentation skills.
- Ability to work independently and collaboratively with diverse stakeholders.
- Strong organizational, time management skills, and ability to manage multiple priorities
- Proficiency in relevant software and technology.



Home Trust of  
Ouray County

## **H: Miscellaneous - 2**

### Additional Evidence of Ability to Provide Services: Community Impact

**The Home Trust's successful preservation acquisition of the 6-plex at 734 4th Street is a heartwarming story that changed lives.** When the property went on the market, there was a real possibility that a market-rate buyer would not maintain the affordable rents, putting all 16 of the long-term residents and integral members of the City's workforce at risk of displacement.

*One of the residents at the Home Trust's Six-Plex in Ouray, Colorado, has called his one-bedroom apartment home for many decades. He knows all of the other residents of the property and they have become like a second family over the years. When he learned that the property was up for sale his heart sank. He was facing the possibility of losing not only his home, but also his job and the community he considered family. Home Trust was able to purchase the property in the spring of 2023, through a mix of State and private funding, and all the residents are still residing there on affordable leases. HomeTrust is also working toward securing funding for greatly needed renovations on the 50 year property.*

*The resident mentioned above shared, "The Home Trust buying this property was life-changing for us all to be able to stay here. Everyone that lives here works in Ouray and even if we could have afforded a place in Montrose we wouldn't have been able to make that drive to our jobs every day. I knew I would have to leave the State if I lost my home, which is the last thing I would want to do. This has been my home for almost 30 years. It would have been impossible for the residents here to stay in Ouray and we would have lost our homes and our jobs. I know it is hard for businesses to find workers and it would have hurt the town too for all of us to have left."*

**The Home Trust was successful in building a duplex on North Laura Street in Ridgway, selling the units for approximately \$330,000. It is another project that changed lives.**

Ridgway Duplex Homebuyer Feedback:

*"My family and I are incredibly grateful for the vision and implementation of the Home Trust of Ouray County. From those who donated the land to the builders and contractors who poured their hearts and souls into this project, thank you for making our dreams come true!! Our next step was to leave (the County) due to the mounting pressure of the cost of housing, which would have devastated our family, but HTOC delivered more than a home, they delivered understanding, compassion, and humanization. Thank you HTOC!!"*

## AGENDA ITEM #15

## **RESOLUTION NO. 25-07**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO SUPPORTING PUBLIC LANDS**

**WHEREAS**, the Town of Ridgway, Colorado (the “Town”) is a home rule municipality and political subdivision of the State of Colorado organized and existing under a home rule charter pursuant to Article XX of the Constitution of the State; and

**WHEREAS**, Ouray County is home to a significant portion of public lands which are integral to the region's economy, environment, and quality of life; and

**WHEREAS**, these public lands, managed by federal agencies such as the U.S. Forest Service, National Park Service, and the Bureau of Land Management, provide essential resources, including grazing lands for agricultural operations, habitats for wildlife, and opportunities for outdoor recreation; and

**WHEREAS**, the citizens of the Town deeply value these public lands for their recreational, economic, cultural, and spiritual significance, recognizing that these lands are accessible to all, regardless of socioeconomic status, race, or gender; and

**WHEREAS**, public lands contribute significantly to the local economy through activities such as mineral extraction, timber sales, ranching, tourism, and outdoor recreation, which contribute substantially to State of Colorado’s economy; and

**WHEREAS**, federal management of these public lands ensures that resources are managed for the benefit of all Americans, addressing complex challenges such as wildfire management, watershed protection, and wildlife conservation; and

**WHEREAS**, the costs associated with managing these lands are a national responsibility, and federal involvement is crucial for the long-term health and sustainability of these resources; and

**WHEREAS**, there are ongoing attempts to transfer or sell off public lands, which are inconsistent with the values and interests of the residents of the Town and the broader State community; and

**WHEREAS**, the 2023 Colorado Statewide Comprehensive Outdoor Recreation Plan (SCORP) reveals that outdoor recreation in Colorado generated \$65.8 billion in economic output, contributed \$36.5 billion to the State's GDP, supported 404,000 jobs, and generated \$11.2 billion in tax revenue, demonstrating the profound economic significance of public lands and outdoor recreation to the state and to the Town; and

**WHEREAS**, the 2023 SCORP data indicates that 96% of Coloradans engage in outdoor recreation, with 72% participating at least once a week, and that outdoor recreationists spent over \$52.1 billion on trips and equipment, underscoring the widespread and active use of public lands for recreational purposes; and

**WHEREAS**, the outdoor recreation industry in Colorado contributed over \$17 billion to the State’s economy in 2023, supporting 132,500 jobs, demonstrating the significant economic impact of public lands; and

**WHEREAS**, the [2024 Conservation in the West Poll](#) found that 85 percent of Westerners support creating new national parks, national monuments, national wildlife refuges and Tribal protected areas to protect historic sites or areas for outdoor recreation; and

**WHEREAS**, since the Antiquities Act was passed, 18 presidents - nine Democratic and nine Republican - have designated or expanded over 160 [national monuments across the country](#). And, according to a [2023 Conservation in the West Poll](#), 84% of Westerners - including 71% of Republicans - are more likely to support presidents who use their power to protect existing public lands; and

**WHEREAS**, the Colorado General Assembly has recognized the importance of public lands through initiatives such as Public Lands Day and the memorialization of the Camp Hale-Continental Divide National Monument; and

**WHEREAS**, the Town recognizes the importance of multiple uses of public lands, including but not limited to, grazing, energy development, and recreation.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** that the Town of Ridgway hereby:

1. Expresses its strong support for the continued federal management and stewardship of public lands within Ouray County.
2. Opposes any efforts to sell, transfer, or dispose of these public lands.
3. Encourages the Colorado Congressional Delegation to oppose any legislation that would negatively impact public lands and to support policies that ensure their long-term preservation and sustainable use.
4. Opposes any attempts to change the Antiquities Act or reduce the size of our national monuments.
5. Recognizes the multiple uses of public lands and encourages a balanced approach to land management.
6. Urges federal land management agencies to continue their collaborative efforts with local communities, stakeholders, and other governmental entities to ensure effective and responsible management of public lands.

**APPROVED AND ADOPTED** this \_\_\_\_ day of July, 2025.

**TOWN OF RIDGWAY, COLORADO**

\_\_\_\_\_  
John I. Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Pam Kraft, Town Clerk

## AGENDA ITEM #16

# Local IMPACT Accelerator

### Calling All Cities and Counties Across Colorado!

The Colorado Energy Office (CEO) is launching the Local Implementation, Mitigation, and Policy Action (Local IMPACT) Accelerator. The Accelerator will provide \$50 million to support local government policy adoption in four key sectors: Buildings, Land Use, Transportation, and Waste. Eligible applicants include local governments (cities, counties, and cohorts led by cities/counties) and Colorado's two federally recognized Tribes.

### Make an IMPACT in Your Community

The goal of the Accelerator is to support local governments with policy adoption to bolster local resilience, reduce emissions, and advance other state priorities such as improved air quality. Applicants will be expected to demonstrate local buy-in for policy adoption during the application process, such as a letter from City Council, County Commissioners, or a similar elected body.

### Two Grant Rounds in 2025 for Work in 2026

There will be two application rounds in 2025. Each begins with a required Letter of Intent (LOI). The LOI provides applicants with an opportunity to receive feedback on a lower effort version of a grant proposal before submitting the full application. Applicants cannot skip the LOI process and must submit in one of the following LOI rounds:

#### FIRST ROUND

Opens June 16, 2025. Due August 1, 2025.

#### SECOND ROUND

Opens October 1, 2025. Due November 17, 2025.

CEO will review all LOIs and inform applicants whether or not they are encouraged to submit a full application. Applicants who receive an "encouraged" decision from CEO can submit a full application between October 1, 2025 and November 5, 2025 for Round One and between January 16, 2026 and February 18, 2026 for Round Two.

To learn more about the Accelerator, email [russ.sands1@state.co.us](mailto:russ.sands1@state.co.us).



## What types of policy and project funding can you apply for?

The Accelerator was designed to support local governments in adopting new policies that maximize long-term impact. Applicants can apply for policy funding alone or apply for both policy funding and project funding together. Applicants cannot apply for project funding alone. Policy and project funding do not need to be in the same sector. Because contracts will not be finalized until 2026, a sizable amount of the policy work should occur in 2026.

In all cases, policies must go beyond state requirements. Policies that promote early adoption of a forthcoming state mandate or which aim to opt-in to a state directive that is not required may be considered. Additional detail about eligible policies and projects will be available in the Local IMPACT Accelerator Grant Guidance (posted online June 2025). Examples of eligible policy and project funding costs are shown below.

Sector	Accelerator Policy Adoption Areas
Buildings	Policies that promote building energy codes that exceed the forthcoming Model Low Energy and Carbon Code (due statewide by July 2026), energy performance standards, and energy efficiency incentives.
Land Use	Policies that promote compact housing, parking management, EV charging, renewable energy, and discourage greenfield development.
Transportation	Policies that encourage high quality active transportation infrastructure, transit prioritization, transportation demand management, and fee-based vehicle registration incentives.
Waste	Policies that increase waste diversion, promote reuse, and help convert refuse trucks to zero-emission vehicles.
Funding Areas	Eligible Costs for Accelerator Policy and Project Funding
Policy Funding	Efforts that relate to supporting, developing, or adopting one or more sector policies such as: <ul style="list-style-type: none"><li>• Stakeholder outreach, education, and facilitation</li><li>• Consultant support for technical analysis or policy development</li><li>• Studies that inform policy adoption</li><li>• Small pilot projects*</li></ul>
Project Funding	Projects that implement or advance one or more sector policies including: <ul style="list-style-type: none"><li>• Related equipment purchases, rebate programs, or reduced fee programs</li><li>• Consultant support for project implementation</li><li>• Studies that proceed or advance project implementation</li><li>• Larger pilot projects*</li><li>• Other incentives or similar efforts to increase policy impact</li></ul>

\*Generally, projects that include construction, hiring staff, and long timelines will be less competitive.

# [IMPACT Accelerator](#) Grant Opportunity for Town of Ridgway

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## The Opportunity: CEO IMPACT Accelerator

The Colorado Energy Office's IMPACT Accelerator provides grants to local governments for policy adoption and implementation that goes **beyond state requirements**. This could be Ridgway's recent adoption of the Net Zero by 2030 resolution and future all-electric building code adoption plans.

### Program Details

- **Total Available:** \$50 million statewide
- **Application Structure:** Three budget tiers (500k, 2 mil, 5 mil)
- **Match Required:** 5% (\$ amount varies by project size)
- **Application Deadline:** Letter of Intent due August 1, 2025
- **Funding Source:** Federal EPA Climate Pollution Reduction Grant

## Why Ridgway is a Good Fit

- ✓ **Local government applicant** (cities and counties eligible)
- ✓ **Policy adoption beyond state requirements** (our all-electric plans exceed the Model Low Energy and Carbon Code)
- ✓ **Demonstrated local buy-in** (Town Council formal adoption of Net Zero resolution, Town Staff participation in regional Energy Code Cohort, and activities of the SAB)
- ✓ **Buildings sector focus** (this is what the grant opportunity prioritizes)

## Proposed Three-Tier Project Structure

### Fiscally Constrained Budget (\$500K)

#### Electric-Required Building Code Adoption & Implementation

- Adoption of all-electric building energy code requirements
- Community outreach and stakeholder engagement for code adoption
- Staff training and implementation support
- Community trainings to ease the transition to all-electric construction

- Energy Performance Contracting study for municipal buildings (use CEO EPC program)
- Begin retrofitting of town municipal buildings to all-electric systems
- Policy framework development for achieving both all-electric and net-zero goals

## **Standard Budget (\$2M)**

### **All Above Plus Municipal Electrification Implementation**

- Complete retrofitting of town municipal buildings to all-electric systems
- Heat pump installations, electrical upgrades, and building envelope improvements
- Community incentive funding programs
- Enhanced community-wide Green Grants program for retrofit incentives
- Municipal EV charging infrastructure
- Expanded community education and demonstration projects

## **Vision Budget (\$5M)**

### **All Above Plus Renewable Energy Infrastructure**

- Multiple solar projects planned for Ridgway's Green Street Sustainability Park
- Renewable energy systems to support Net Zero goals
- Advanced microgrid and battery storage systems
- Comprehensive community-wide electrification incentive programs
- Regional demonstration and replication support
- Enhanced municipal fleet electrification

## **Strategic Benefits for Ridgway**

### **Immediate Value**

- **Accelerate our Net Zero commitment** with comprehensive funding support
- **Implement all-electric building energy code** along with adoption of state energy code requirements
- **Professional expertise** through EcoAction Partners partnership
- **Enhanced community engagement** with funded outreach programs

## **Timeline & Next Steps**

### **Immediate (June 2025)**

- Finalize project scope and budget allocations for all three tiers
- Bring proposal to SAB for discussion
- Address program guideline questions with CEO

- Formalize partnership agreement with EcoAction Partners

#### **Letter of Intent (due August 1, 2025)**

- Submit comprehensive LOI covering all three budget scenarios
- CEO provides feedback on competitiveness

#### **Full Application (October 1 - November 5, 2025)**

- Detailed proposals for all budget tiers if LOI receives "encouraged" designation
- Awards announced December 2025

### **Partnership with EcoAction Partners**

- Grant writing and management expertise
- Technical knowledge of building electrification and renewable energy
- Experience with rural community engagement
- Established relationships with state agencies

## AGENDA ITEM #17



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 2, 2025  
Agenda Topic: **Confirmation or amendment of Emergency Restrictions, promulgated by the Town Manager, on burning and fires within the Town of Ridgway**

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**SUMMARY:**

On July 2<sup>nd</sup>, the Town of Ridgway followed the lead of Ouray County and other agencies in our region in implementing “Stage 1” fire restrictions. The Town Manager formally promulgated emergency restrictions on burning and fires within the Town via “Finding of the Town Manager of the Town of Ridgway – Enacting a Town Wide Fire Ban”, which is appended to this memo. The implementation of fire restrictions is now subject to “confirmation or amendment by the Town Council”, as described in Section 12-2-1(C) of the Ridgway Municipal Code.

Fire managers based their decision of coming out of fire restrictions on specific moisture measurements in vegetation and other risk factors such as predicted weather and amount of current fire activity.

**PROPOSED MOTION:**

“I move to confirm the emergency restrictions on burning and fires within the Town of Ridgway.”

**ATTACHMENT:**

Finding of the Town Manager of the Town of Ridgway – Enacting a Town Wide Fire Ban

FINDING OF THE TOWN MANAGER OF THE TOWN OF RIDGWAY -  
ENACTING A TOWN WIDE FIRE BAN

WHEREAS, pursuant to Ridgway Municipal Code (RMC) Section 12-2-1(C), in times of significant drought, the Town Manager may promulgate emergency restrictions on burning and fires within the Town of Ridgway; and

WHEREAS, on July 2, 2025, Ouray County imposed Stage 1 fire restrictions, which prohibits burning and fire in a manner similar to that contemplated herein, and other surrounding counties and federal agencies have also imposed similar and more restrictive restrictions on public lands; and

WHEREAS, the Town Manager finds that the conditions are extreme and unpredictable, making individual actions by Council on decisions related to fire restrictions and the uses and operation of the Town property impractical; and

WHEREAS, pursuant to the authority granted under RMC Section 12-2-1(c), the Town Manager of the Town of Ridgway finds that it is a time of significant drought and the fire danger and fire risk are high.

NOW THEREFORE, pursuant to the authority granted to the Ridgway Town Manager, the following activities are banned within the Town of Ridgway:

- Building, maintaining, attending or using a campfire except in designated and signed campgrounds or developed recreation sites with provided fire grates
- Open burning of any kind including burning of trash or debris, burning of ditches, open charcoal or wood fires
- Fireworks or the use of explosives;
- Smoking on public property, except in an enclosed vehicle or building;
- Disposal of any cigarette anywhere outdoors;
- Operating any chainsaw, except with a fire extinguisher and shovel kept within immediate reach;
- Welding or use of torch with open flame, unless inside an enclosed structure and as an allowable use in the zoning district.
- Other activities determined to be of high risk in creating a wildfire and potential for loss of life or significant damage to personal property.

These restrictions shall remain in effect, unless or until modified or revoked by further order of the Town Council.

EFFECTIVE IMMEDIATELY THIS 2<sup>nd</sup> day of July 2025.

  
\_\_\_\_\_  
Preston Neill, Town Manager

## AGENDA ITEM #18



## 2026 Fiscal Year Budget Preparation Schedule

Date	Description	Responsible Parties
August 18 – September 12, 2025	<b>Meetings with Town staff:</b> <ul style="list-style-type: none"><li>• Strategic Plan</li><li>• Town-wide initiatives</li><li>• Levels of service</li><li>• Fees</li><li>• Goals and objectives</li><li>• Personnel requests</li><li>• Capital Outlay requests</li><li>• Line-item justifications</li></ul>	Preston, Pam
September 19, 2025	<b>Deadline for 2026 Community Grant Program Applications</b>	
October 8, 2025	<b>Draft 2026 Fiscal Year Budget Submitted to Council</b>	Preston, Pam
October 18, 2025 9:00 a.m. – 2:00 p.m.	<b>Budget Retreat:</b> <ul style="list-style-type: none"><li>• Introduction of Draft 2026 Fiscal Year Budget</li><li>• Introduction of Draft 2026 Strategic Plan</li></ul> <b>Outcomes:</b> <ul style="list-style-type: none"><li>• Council direction for revisions</li><li>• Council direction for Capital Improvement Projects</li><li>• Council direction for revenue projections</li><li>• Council requests for additional information, analysis or options</li></ul>	Council, Preston, Pam, Joanne
Late October or early November, 2025	<b>Funding Recommendations for 2026 Community Grant Program Made by Ad Hoc Review Committee</b>	
November 12, 2025	<b>Council Budget Hearing:</b> <ul style="list-style-type: none"><li>• Staff Presentation of 2026 Fiscal Year Proposed Budget</li><li>• Presentation of 2026 Strategic Plan</li><li>• Follow-up on any Council directions or requests</li><li>• Council discussion and public comment</li></ul>	Council, Preston, Pam
December 3, 2025	<b>Council Budget Workshop:</b> <ul style="list-style-type: none"><li>• Overview of 2026 Fiscal Year Proposed Budget</li><li>• Follow-up on any Council directions or requests</li><li>• Council discussion and public comment</li><li>• Review and direction on 2026 Community Grant Program recommendations from Ad Hoc Review Committee</li></ul>	Council, Preston, Pam
December 10, 2025	<b>Council Budget Hearing:</b> <ul style="list-style-type: none"><li>• Adoption of 2026 Fiscal Year Budget, including Capital Projects Plan and 2026 Strategic Plan</li><li>• Approval of Resolution Certifying Mill Levy</li></ul>	Council, Preston, Pam

## AGENDA ITEM #19



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**To:** Honorable Mayor Clark and Ridgway Town Council  
**From:** Preston Neill, Town Manager  
**Date:** July 8, 2025  
**RE:** **Town Manager's Report**

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### **INTRODUCTION**

This monthly report serves as an update to the Town Council and community members on key projects, activities, and community issues.

### **LIVE LIKE YOU LOVE IT – TIPS TO CONSERVE WATER OUTDOORS**

To check out some easy tips for conserving water outdoors, click [HERE](#).



## **A MESSAGE FROM YOUR TOWN MANAGER: PLEASE CONSERVE WATER**

Dear Ridgway Residents,

Today, I'm reaching out with an important and urgent request: we need your help conserving water.

Due to ongoing drought conditions, increased demand during the summer months, and the fact that we're still working to fix the Beaver Creek Diversion, our water supply is under significant strain. Every drop truly matters — not just for today, but for the future of our families, our neighborhoods, and our local environment.

We're asking all residents to take simple but impactful steps to reduce water use, such as:

- Limiting lawn watering to designated days and times
- Fixing leaks promptly
- Running dishwashers and washing machines only with full loads
- Turning off taps while brushing teeth or shaving
- Using water-efficient appliances and fixtures whenever possible

These actions may seem small, but collectively they can make a major difference. To check out more tips, to read about the Stage 3 Water Restrictions that are currently in effect, or to get updates on the status of the Beaver Creek Diversion Restoration Project, go to [townofridgway.colorado.gov](http://townofridgway.colorado.gov).

I want to thank you for the care and pride you show in our community every day. We're all in this together. With your support, we can protect our precious water resources and ensure that our town continues to thrive.

Thank you for doing your part!

Preston Neill  
Ridgway Town Manager





### **RIDGWAY ECONOMIC DEVELOPMENT REVIEW**

In May 2025, Downtown Colorado, Inc. (DCI) partnered with the Colorado Tourism Office (CTO) to lead two dynamic ninety-minute workshops focused on economic development, building on the foundation of previous tourism planning efforts. To shape the content and outcomes of these workshops, it was important to draw upon a wealth of local knowledge—including existing plans, stakeholder meetings, and committee insights.

DCI conducted a series of planning meetings, a review of recommended actions from the CTO's Destination Blueprint Program, the Business Revitalization Committee, recent Business Roundtable discussions, FUSE Creative Main Street Program, and the Ridgway Area Chamber of Commerce. This groundwork helped clarify core challenges to local business success and opened the door to collaborative, community-driven solutions for economic resilience and growth.

At the suggestion of the planning committee, DCI also reached out to peer communities together with case studies and success stories from places facing similar dynamics — particularly those navigating tourism as a primary economic force. So far, three communities have shared their experiences, with outreach ongoing to two more.

Throughout the process, a strong theme emerged: the community itself is Ridgway's greatest strength. Participants echoed this sentiment during the workshops, culminating in a word cloud that prominently featured "COMMUNITY" as a central asset.

The summary, available [HERE](#), outlines key takeaways, identifies opportunities to align ongoing efforts, and presents recommended actions and next steps to support Ridgway's economic development goals.

### **RIDGWAY DRINKING WATER QUALITY REPORT COVERING DATA FOR CALENDAR YEAR 2024**

We are pleased to present to you this year's water quality report, available [HERE](#). Our constant goal is to provide you with a safe and dependable supply of drinking water. Please contact PRESTON NEILL at 970-318-0081 with any questions or for public participation opportunities that may affect water quality.



### **STAGE 1 FIRE RESTRICTIONS IMPLEMENTED IN RIDGWAY**

The Town of Ridgway followed the lead of Ouray County and several other agencies in implementing "Stage 1" fire restrictions that took effect at 12:01 a.m. on July 2, 2025. The Town Manager formally enacted these emergency restrictions on burning and fires within the Town and the restrictions shall remain in effect until modified or revoked by further order of the Ridgway Town Council.



Fire managers base decisions about fire restrictions on specific moisture measurements in vegetation and other risk factors such as predicted weather and current fire activity.

The following activities are currently prohibited in the Town of Ridgway:

- All campfires and fires in open pits;
- All fires and burning of any kind or the burning of any material of any kind on public or private property within the Town, including all outdoor charcoal or wood grills, but shall not prohibit the use of propane grills on private property where the propane grill has an “on/off” switch so that the fuel can be turned off;
- Fireworks or the use of explosives;
- Smoking on public property, except in an enclosed vehicle or building;
- Disposal of any cigarette anywhere outdoors;
- Operating any chainsaw, except with a fire extinguisher and shovel kept within immediate reach;
- Welding or use of torch with open flame, unless inside an enclosed structure and as an allowable use in the zoning district.
- Other activities determined to be of high risk in creating a wildfire and potential for loss of life or significant damage to personal property.

For more information, please visit <https://townofridgway.colorado.gov/> or call 970-626-5308.

### **COMMUNITY INITIATIVES UPDATE**

From Tera Wick, Community Initiatives Facilitator:

#### **Public Art Component – Artspace Ridgway Space to Create Mural**

The Town of Ridgway, in partnership with Artspace, has completed the public art component on the Artspace Ridgway Space to Create Building. The vibrant new mural was completed by professional muralist Yulia Avgustinovich on the southeast-facing walls of the Space to Create Building on Clinton Street.

This project emerged from a competitive RFP process issued in late 2024, which solicited proposals from qualified artists with a proven track record of completing public murals of significant scale. The selection committee—comprised of Town and Artspace representatives and local artists—reviewed 17 proposals and unanimously selected





Avgustinovich based on the strength of her design and prior experience.

Yulia worked on-site from June 5–18, often painting from dawn to dusk. Her design—a dynamic collage featuring native flora, livestock, and wildlife—reflects Ridgway’s deep connection to land, heritage, and renewal. The mural’s vibrant aesthetic and scale have already made it a landmark within the Creative District.



A well-attended dedication celebration was held June 20, featuring music from Old Man Polly, locally made ice cream from Brown Chicken Brown Cow, face painting by Faery & Fae, and games provided by Chloe’s Wine Bar. Special thanks go to Billings Artworks, for creating and donating a commemorative plaque affixed to the wall near the mural, Kate’s Place for accommodating space for the project installation, Jack Petruccelli for providing the lift, and to Mayor Clark, Traci Stoffel (Colorado Main Street), and Dana Mattice (Artspace) for sharing words of inspiration during the celebration. The event drew strong community participation and enthusiasm.

Community response to the mural has been overwhelmingly positive, with reports of more than 200 comments across social media expressing pride and excitement for this new piece of public art. Many described the work as “transformative” and praised its role in energizing Clinton Street as the heart of Ridgway’s Creative District.

This project was made possible through funding from the Colorado Department of Local Affairs (DOLA)/Colorado Main Street Program and the Western Colorado Community Foundation (Dave and Mary Wood Fund), with a total investment of \$25,000 in grant support. It now stands as the largest public art installation in Ouray County and a symbol of the community’s ongoing commitment to creativity and place-making.

### **FUSE Strategic Planning**

On June 5, 2025, the FUSE Creative Main Street program hosted a strategic planning session facilitated by Matt Ashby of Ayres Associates, with support from the Colorado Main Street program through the Department of Local Affairs (DOLA). The session synthesized a year’s worth of community input—including feedback from the Business Revitalization Committee, Ridgway Area Chamber of Commerce roundtables, and the Downtown Colorado, Inc. (DCI) economic development workshops held May 22 and 27. The resulting draft strategic plan outlines key priorities in business vitality, creative placemaking, downtown activation, and organizational



partnerships, and will guide the program’s work over the next 2–5 years. The FUSE Committee intends to finalize the plan and present it to Town Council at the August 13, 2025, meeting.

### **DCI Economic Development Workshops**

Sponsored by the Colorado Tourism Office, the DCI workshops engaged local stakeholders in identifying short- and mid-term action steps across six lenses of economic development: education and training, human capital, social capital, culture, regulation, and financial capital. Recommendations included improving calendar coordination, expanding workforce housing and training opportunities, strengthening collaborative marketing, and aligning regulations to support small-scale development. The final DCI report will also be presented at the August 13 Town Council meeting.

### **First Friday Art Walks**

First Friday Art Walks continue monthly through December, taking place the first Friday of each month from 5–8 p.m. These events feature rotating exhibitions by regional artists, with galleries and studios open town-wide. Many venues offer refreshments and live entertainment, and participating locations are marked with tie-dyed flags. Event details can be found at [www.ridgwayfuse.org/firstfridays](http://www.ridgwayfuse.org/firstfridays).

### **The Decker Room**

The Decker Room (675 Clinton St.) maintains regular open hours—Tuesdays, Wednesdays, and Thursdays from 10 a.m. to 2 p.m.—based on observed pedestrian traffic. In recent months, the space has hosted art openings, community meetings, meditation nights, film club gatherings, and other public events, as listed on the FUSE calendar at [www.ridgwayfuse.org/Calendar](http://www.ridgwayfuse.org/Calendar).

FUSE is currently developing a user survey to gather feedback from Decker Room users to inform future improvements. Looking ahead, FUSE is excited to support the Decker Room in adding “community resiliency hub” to the many ways it serves the public. Upcoming enhancements include installing device charging stations for emergency use and adding exterior signage to improve visibility. FUSE looks forward to co-hosting a ribbon-cutting event for the microgrid project in collaboration with the Sustainability Work Group.

### **Ouray County Calendar Collaborative**

The Ouray County Calendar Collaborative—a work group comprising staff from the Town of Ridgway, City of Ouray and Ridgway Area Chamber of Commerce —is working to develop a strategy for a centralized, modernized public events calendar for the county. The group is in active dialogue with event organizers as well as current and past calendar administrators to better understand community needs, platform limitations, and opportunities for alignment. A range of software options has been reviewed, and a draft recommendation with cost-sharing proposals will be presented to Town Council at the August 13 meeting.



### **UPDATE ON CONSTRUCTION DOCUMENTS FOR RIDGWAY ATHLETIC PARK BASEBALL FIELDS AND PICKLEBALL COURTS**

DHM Design is currently working on the 30% construction documents and will have a package for the Town on July 18<sup>th</sup>. There are some things the DHM team needs to discuss with staff based on the Geotech report and the shallow groundwater. They want the Town's input on the layout before they do their 3D rendering for the upcoming Open House this summer.

The DHM team has submitted a pre-application/project scoping request to the U.S. Army Corps of Engineers (USACE), Albuquerque District. Since the Town is proposing to disturb the small section of wetlands in the undeveloped section of the Athletic Park, the town will be required to do a full wetland delineation, report and additional coordination with the USACE, even if it is non-jurisdictional.

### **REGIONAL GREEN GRANTS**

Regional Green Grants through EcoAction Partners are now available as part of a brand new pilot program! Direct funding comes from the Telluride Foundation, San Miguel County and Silverton Team GOLD prize money. Grants of \$500 to \$25,000 are available to qualified applicants. Learn more [HERE](#)!

### **STATEWIDE ACTIVE TRANSPORTATION PLAN**

The Draft Active Transportation Plan is available for public comment. Review the draft Statewide Active Transportation Plan and share your thoughts to help shape a safer, more connected Colorado for people walking, biking, and rolling. First, click [HERE](#) to download the Draft Active Transportation Plan. Then, once you've had a chance to review, submit your comments via the form available [HERE](#).

### **USDA DROUGHT DESIGNATION FOR OURAY COUNTY**

A USDA disaster designation letter was recently issued to Governor Jared Polis that formally designates Ouray County as a Primary natural disaster area/Disaster County due to ongoing drought conditions. This status makes eligible agricultural producers in Ouray County potentially eligible for emergency loan assistance through the Farm Service Agency (FSA), subject to meeting individual eligibility criteria. Any local producers who believe they may be eligible should reach out to their local FSA office for more information and to begin the application process, if needed.



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### **MARSHAL'S OFFICE UPDATE**

From Shane Schmalz, Town Marshal:

### **Pictures of the new Ford F-150 Lightning**





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## RIDGWAY CONCERT SERIES

THE TOWN OF RIDGWAY & PICKIN' PRODUCTIONS

**THE 18TH ANNUAL  
RIDGWAY  
CONCERT  
SERIES**

**JULY 3**  
**HIGH STEP SOCIETY**  
The Little Mercies

**JULY 10**  
**DAN TYMINSKI BAND**  
Mama Lingua

**JULY 17**  
**J & THE CAUSEWAYS**  
Improvement Movement

**JULY 24**  
**ARTIKAL SOUND SYSTEM**  
Angela Autumn

**JULY 31**  
**TAJ FARRANT**  
Seth Mulder & Midnight Run

Food Vendors, Beer, Wine & Margaritas  
No dogs or Outside Alcohol Permitted

**FREE - 6PM SHOWTIME**

**HARTWELL PARK**  
Ridgway - Colorado

Ridgway Real Estate - Alpine Bank - Chipeta Lodge Resort & Spa  
MTN Lodge Ridgway & The Million Roadhouse - Dave & Julie Duff  
Billings Artworks - Todd W. Hoffman Foundation  
The Market at Ridgway - Orvis Hot Springs - KVN Public Radio

PDP Marketing MMXXV



### **BEAVER CREEK DIVERSION RESTORATION PROJECT WEBPAGE**

<https://townofridgway.colorado.gov/beaver-creek-diversion-restoration-project>

### **UPCOMING MEETINGS AND EVENTS**

- **Town Council Regular Meeting** – July 9, 2025 at 5:30 p.m. in-person at Town Hall and virtually via Zoom
- **Second Concert of Ridgway Concert Series!** – July 10, 2025 at 6:00 p.m. at Hartwell Park
- **FUSE Committee Meeting** – July 15, 2025 at 5:30 p.m. at the Decker Room
- **Planning Commission Meeting** – July 16, 2025 at 5:30 p.m. at Town Hall and virtually via Zoom – **CANCELLED**
- **Third Concert of Ridgway Concert Series!** – July 17, 2025 at 6:00 p.m. at Hartwell Park
- **Fourth Concert of Ridgway Concert Series!** – July 24, 2025 at 6:00 p.m. at Hartwell Park
- **Fifth Concert of Ridgway Concert Series!** – July 31, 2025 at 6:00 p.m. at Hartwell Park
- **Sustainability Advisory Board Meeting** – August 5, 2025 at 5:00 p.m. at Town Hall and virtually via Zoom
- **Town Council Regular Meeting** – August 13, 2025 at 5:30 p.m. in-person at Town Hall and virtually via Zoom

### **JOKE OF THE DAY**

What's a lawyer's favorite drink?

Subpoena colada.

Bonus Joke from Terry Schuyler, Council member:

You'll need to ask Terry to tell you the joke.