

**AGENDA
OURAY CITY COUNCIL**

Monday, October 6, 2025 - 6:00 PM

**Ouray Community Center
320 6th Ave
Ouray, CO 81427**

VIRTUAL OPTION - <https://zoom.us/j/9349389230>

Meeting ID: 934 938 9230 Passcode: 491878 Or dial: 408 638 0968 or 669 900 6833

Ouray City Council Regular Meeting

- Changes to this agenda can be found on the bulletin board at City Hall
- Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Notice is hereby given that a majority or quorum of the Planning Commission, Ouray Economic Development Committee, Beautification Committee, Tourism Advisory Committee, Main Streets Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

1. CALL TO ORDER
2. ROLL CALL
3. Consideration of a Request from Mayor Pro Tem Josh Smith to Participate in this Meeting Remotely, per Resolution 4, Series 2022 - Remote Participation Policy for Council Members
4. PLEDGE OF ALLEGIANCE
5. CEREMONIAL/INFORMATIONAL — Facilities Needs Assessment Update
6. APPROVAL OF MINUTES — Meeting of September 15, 2025
7. CITIZENS' COMMUNICATION
8. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, Michael Underwood, Josh Smith, and Ethan Funk
9. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Interim Police Chief
 - c. Fire Chief
 - d. Public Works Director
 - e. Parks and Recreation Director
 - f. Marketing & Communication Director
10. CONSENT AGENDA
 - a. Black Bear Manor Liquor License Renewal
 - b. Elks Club Liquor License Renewal
11. ACTION ITEMS
 - a. Resolution 23, Series 2025 — Rescinding Stage 1 Water Restrictions
 - b. Resolution 24, Series 2025 - EQR Offset Program Renewal
 - c. Ouray Waterview Deed Restricted Housing Unit — Notification of Right of First Refusal
 - d. Ratification of City Administrator's Signature on Agreement for On-sight Building Inspection
 - e. Approval of Affordable Housing Administrative Services Contract
 - f. Approval of Contract with Mountain Air Music Series (MAMS) for 150th Celebration
 - g. Affordable Housing Administrative Services Billing
12. DISCUSSION ITEMS

- a. City-owned Land Near 210 9th Avenue
 - b. Committee Review
 - c. Lighting Ordinance
 - d. Fleet Vehicles Lease Option
 - e. Future Agenda Items
13. ADJOURNMENT



MEMORANDUM - ADDENDUM 1 & 2 UPDATE

TO: City of Ouray
Michelle Metteer, City Administrator

DATE: October 01, 2025

PROJECT NAME: City Admin Building: Department Planning Study (*ADD -1 and 2*)

Addendum 1 Scope Summary: Add the following departments to the base service for Department Needs Assessments and Programming: Parks and Facilities, Public Works, Visitors Center, and Box Canyon.

Addendum 2 Scope Summary: The work involves evaluating existing conditions and space planning for relocating the Police Department to 333 6th Ave., as well as space planning design for interior renovations to City Hall's first floor west wing. Additionally, planning is underway for a garage addition and minor interior modifications for the Fire Department. Architectural, structural, and MEP assessments are being conducted across all sites to inform the design solutions.

A. Addendum 1 Update

1. Completed draft of programming and space needs for POLICE, PUBLIC WORKS, and PARKS, and reviewed on site 10/17 & 10/18.
 2. The development of the final space planning based on programming will be reviewed on site the week of October 6th, which will include a draft programming/ space plan layout for a new Police, Public Works, and Parks facility. Upon confirmation of current planning, an estimation of the probable cost of construction will be developed for each.
 3. Box Canyon and Visitors Center Completion Assessment and Needs analysis for will be conducted the week of 10/13. Priority has been given to Police and Public Works efforts.
 - 4.
2. **Addendum 2: (333 6th and West 1st fl of City Hall –**
1. The engineering team will be on site the week of October 6th to conduct building assessments for Structural and MEP (Mechanical, Electric, and Plumbing) of 333 6th Ave. West wing of City Hall and northern areas of the City Hall and Fire Department for potential additions.
 2. Week of October 6th, program and space planning review will be conducted for the first floor west wing of City Hall, Police at 333 6th Ave. (in conjunction with ADD 1), and the Fire Department.

KEO and the consulting engineering team of Bighorn and Goff will be on site on October 6th for building assessments and evaluation as related to the planning efforts.

END



P.O. Box 468
320 6th Avenue
Ouray, CO 81427
(970) 325-7211

Date: October 6, 2025
To: Ouray City Council
From: Michelle Metteer, City Administrator
Re: City Council Administration Report

Wayfinding Signage Tentative Schedule

We have tentatively scheduled for the prototypes of the directory sign and the pedestrian sign (two signs total) to be installed toward the end of October. Once installed, the City will request feedback from residents via an online form. We can also take direct feedback at city hall if needed. Additionally, we are also working on the schedule for the removal of the four (larger) vehicular signs that will be eliminated from the downtown core.

Executive Order(s) Overview

Governor Polis has been working toward increasing workforce housing throughout the State of Colorado. As part of this effort, the Governor has executed and updated certain executive orders that directly tie to State grant funding opportunities. Included with this administrative update is a memorandum outlining the executive orders and how they may or may not affect the City of Ouray. These executive orders were originally slated to go into effect in early October, so we will look to understand if any of these orders are challenged through the court system, thus delaying or eliminating implementation.

Colorado Wildfire Resiliency Code (CWRC)

Dan Murphy and I attended the most recent Colorado Wildfire Resiliency Code peer exchange. Here is a 30-minute video on the purpose of the State's Wildfire Resiliency code efforts: <https://youtu.be/aRLxrCAuKhM?si=iR5nUgSA5ZWwEoJv>.

Here is additional information regarding the exchange from the State's website: *The CWRC contains flexibility in how it can be implemented and enforced so that communities and governing bodies may determine locally (or with regional partners) who and how they partner to adopt, enforce, and maintain the code. In this Peer Exchange, we'll hear from primarily third-party wildfire experts who are working in Colorado that are providing support (or are available to provide support) and resources related to the CWRC. We'll also hear about regional and local approaches to overcoming capacity challenges with code adoption and enforcement.*

During this last peer exchange, we learned of free technical assistance being offered for the customization and implementation of this code prior to the State's mandated deadline of April 1, 2026. Dan Murphy applied for this assistance on behalf of the City and we're now waiting to see if the City's application is awarded. Here is the link to the assistance program: <https://cpaw.headwaterseconomics.org/colorado-wildfire-resiliency-code-implementation-program/>

Free In-Town Shuttle

In-town shuttle service is expected to begin the week of October 6th. This will be for the purposes of working out all the unknowns that come with getting a new system off the ground.

Bear Aware Refuse Education

As a reminder, the bears are still out and they are hitting many of the same trash receptacles on a regular basis. Although it is not currently required, some businesses and residents may want to consider either putting their receptacle in a garage or other kind of enclosure if possible as the bears are learning how to get around the "bear-proof" aspects of the containers.

Director of Finance & Administrative Services

The field of candidates for the Director of Finance & Administrative Services position has been narrowed down and we are preparing to conduct interviews on Thursday, October 9, 2025.

Ouray Ice Park Advisory Committee

I attended the IPAT meeting held Wednesday, October 1, 2025. During the meeting the group discussed the need for guide service companies to make a profit during Ice Fest while maintaining accessibility to the general public. The clinic pricing will be streamlined through the Ice Park's website. Additionally, Peter O'Neil, executive director of the Ice Park, provided an update to the group that they were not awarded the Colorado Water Conservation Fund grant for the installation of the pumping mechanism.

Uncompahgre River Monitoring & Mitigation Plan

Bill Coughlin has started the annual monitoring and mitigation work within the Uncompahgre River corridor. This work will help to mitigate alluvium build up and additionally work toward river restoration where an embankment was compromised during heavy rains in 2024. Most of this work is being conducted just to the south of the Waterview workforce housing project.

Ouray Economic Development Committee (OEDC) Micro Grant Celebration

I had the wonderful opportunity to attend the OEDC celebration this last week where grant recipients and committee members were able to celebrate the benefits the micro grant program from the City is bringing to small businesses. Several small businesses were in attendance and expressed their gratitude.

Mass Fatalities Planning & Response for Rural Communities

I attended the mass fatalities training on Thursday, October 8th. This training helps with educating a variety of stakeholders on the processes by which a mass fatality situation is addressed. Although we also hope to never experience such a situation, and no perfect planning exists, by better familiarizing ourselves with potential scenarios, we can address such a situation should it arise. Many thanks to Glenn Boyd, Ouray County Coroner and Emergency Manager for organizing this event.



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MEMORANDUM

To: Ouray City Council
From: Michelle Metteer, City Administrator
Dan Murphy, Community Development Director
Date: October 1, 2025
Re: Impact of Executive Order D 2025 011 on the City of Ouray & Compliance Roadmap

BACKGROUND

On August 13, 2025, Governor Jared Polis issued [Executive Order D 2025 011 \(“Executive Order”\)](#), which amends and supplements [Executive Order D 2025 005](#) regarding Strategic Growth through Compliance with State Laws.

The Executive Order establishes that state funding opportunities administered by the Department of Local Affairs (DOLA), Colorado Department of Transportation (CDOT), Colorado Energy Office (CEO), and the Office of Economic Development and International Trade (OEDIT) will now prioritize local governments that comply with the Strategic Growth Laws. DOLA has created a [webpage](#), as well as a [spreadsheet](#) to support the implementation of these requirements.

This Executive Order directly affects Ouray (population ~1,000) as our eligibility and competitiveness for critical state grants will depend on how we align our local policies and codes with these laws. Funding opportunities with grant cycles or applications beginning on or after October 6, 2025—including rolling submissions—will be subject to the above Executive Orders. The Colorado Municipal League (CML) general counsel Robert Sheesley has issued a response to this action which is located [here](#).

STRATEGIC GROWTH LAWS AFFECTING OURAY

To be considered Compliant or In-Progress, Ouray must align with the following state laws:

- A. [HB24-1007 – Prohibit Residential Occupancy Limits \(The HOME Act\)](#)
 - a. Effective July 1, 2024, the law prohibits local governments (including home rule municipalities towns like Ouray) from imposing occupancy limits in residential dwellings based solely on familial relationships. Restrictions are only permissible under two narrow circumstances:
 - i. Demonstrated health and safety standards, such as building codes, fire codes, or wastewater/water quality regulations: and
 - ii. Local, state, federal, or political subdivision affordable housing program guidelines.
 - b. The bill broadens housing flexibility—e.g., allowing unrelated roommates to legally live together, and ultimately addresses affordability and equity concerns across Colorado.

- c. Statewide authority: Because the subject is considered a matter of mixed state and local concern, state law preempts any conflicting local ordinance, regardless of whether a municipality operates under home-rule or statutory authority.
- d. Action to comply: Repeal/amend any ordinance limiting the number of unrelated people in a household. Maintain only health/safety-based occupancy rules.
- e. **Ouray's status:** The Ouray Municipal Code (OMC) does not contain any provisions that affect this law.

B. [HB24-1152 – Accessory Dwelling Units \(ADUs\)](#)

- a. Allow ADUs by right in residential districts.
- b. Streamline permitting and reduce cost barriers.
- c. Subject jurisdictions—municipalities with population $\geq 1,000$ within a Colorado's Metropolitan Planning Organizations (MPO) or counties meeting specific census and MPO thresholds—must allow one ADU per single-family detached dwelling, by administrative approval only, starting June 30, 2025.
- d. **Ouray's status:** We are not within an MPO so we do not need to adopt.

C. [HB24-1304 – Minimum Parking Requirements](#)

- a. Remove or reduce minimum parking requirements for certain types of housing.
- b. Subject jurisdictions - applies to municipalities and counties within MPOs.
- c. **Ouray's status:** We are not within an MPO so we do not need to adopt.

D. [HB24-1313 – Housing in Transit-Oriented Communities](#)

- a. House Bill 24-1313, signed into law in May 2024, aims to enhance housing affordability in Colorado's transit-oriented communities (TOCs) by promoting higher-density development near transit hubs.
- b. The legislation mandates that TOCs set and achieve a "housing opportunity goal," calculated based on zoning capacity and average housing density, with a target of 40 units per acre in transit-related areas.
- c. **Ouray's status:** We are not within an MPO so we do not need to adopt.

E. [SB24-174 – Sustainable Affordable Housing Assistance](#)

- a. Adopt policies that support affordable housing development (e.g., reduced fees, expedited review).
- b. Beginning December 31, 2026, most Colorado local governments must conduct and publish a housing needs assessment, aligned with DOLA-provided methodologies.
- c. Alternatively, local governments may participate in a regional housing needs assessment (if one is approved by DOLA).
- d. By January 1, 2028: Local governments with population thresholds (e.g., at least 1,000 residents or qualifying rural/resort communities) must adopt a Housing Action Plan, updated at least every six years.
- e. **Ouray's status:** The City will start reevaluating OMC Sec. 7-7-K to better align with FastTrack requirements for future funding opportunities.

F. [Master Plan Enhancements & Funding Prioritization](#)

By December 31, 2026, both municipalities and counties are required to include the following elements in their Master Plans, also referred to as Comprehensive or

Community Plans:

- a. A procedural narrative outlining how the plan was developed and adopted.
- b. A Water Supply Element, identifying water sources and conservation strategies.
- c. A Strategic Growth Element, covering buildable site analysis, identification of infill corridors near transit, and necessary public infrastructure descriptions.
- d. **Ouray's status:** The City will need to have this completed. We have received 50% funding from DOLA for this project.

G. [HB25-1273 – Residential Building Stair Modernization](#)

- a. Update building code enforcement to reflect new stair safety standards. HB 25-273 applies only to municipalities with populations of 100,000 or more.
- b. **Ouray's status:** We do not need to adopt.

H. [SB25-002 – Regional Building Codes for Factory-Built Housing](#)

- a. Signed into law in 2025, introduces regional building codes for factory-built structures in Colorado, including modular homes and tiny homes. The law aims to streamline construction processes, reduce costs, and enhance safety by accounting for local climatic and geographic conditions.
- b. Ensure qualifying modular/manufactured housing built to state code are allowed in zoning districts.
- c. Land Use and Public Safety: Ouray retains the authority to enact land use regulations and unique public safety building codes that do not apply to factory-built structures.
- d. **Ouray's status:** Ouray is not required to update its local building codes to comply with the new regional standards for factory-built structures. The bill establishes a statewide framework that supersedes any conflicting local ordinances unless a local government opts to adopt the state rules. If Ouray chooses not to adopt them, the state standards will apply by default.

I. **Funding Opportunities at Stake**

Compliance determines Ouray's ability to receive priority access to numerous state funding programs, including but not limited to:

- a. CDOT: Multimodal Transportation & Mitigation Options Fund (MMOF), Safe Routes to School, Revitalizing Main Streets.
- b. CEO: EV charging infrastructure, building electrification, high-efficiency appliances.
- c. DOLA: Energy/Mineral Impact Assistance Fund (EIAF), Community Development Block Grants (CDBG), Housing Trust Fund, ADU Grant Program.
- d. OEDIT: ADU Financing Program, Enterprise Zone Contribution Tax Credit, Space to Create Colorado.

Without compliance, Ouray will lose competitiveness for these funding opportunities that directly support housing, downtown revitalization, infrastructure, and community development.

DOLA will maintain and publish quarterly lists of Compliant, In-Progress, and Non-Compliant communities. Ouray will aim to achieve and maintain Compliant status to maximize access to funding opportunities, unless otherwise directed by the City Council.

Conclusion

The Executive Order shifts state funding toward communities that modernize zoning, housing, and building codes to support affordability, sustainability, and growth. For Ouray, compliance is not only necessary to stay competitive for grants but also aligns with Community Plan priorities. By building on the proactive initiatives already underway, Ouray will be well-positioned to secure state resources and strengthen our community's future.

Fire Department Report for September, 2025

9/30/25

Fire Department picnic was canceled due to rain. Planning for a Christmas party instead.

We have had a tremendous increase in calls for 2025. Plans in action to be prepared for 2026(wildland, and accidents being the influence). For 2024 we totaled 38 official reports. For 2025 we have reported 47 to September 15th, with 3 months still to go.

Calls for September

8/30	Accident	6ffs	1.5hrs
8/30	Accident	6ffs	1hr
8/30	Fire	6ffs	2hr
8/31	Accident	7ffs	1hrs
9/2	Welfare Check	1ffs	2hrs
9/3	Med Assist	2ffs	2hr
9/7	Fire	4ffs	1hr
9/7	Accident	4ffs	1hr
9/7	Accident	4ffs	1hrs
9/11	Med assist	3ffs	1hrs
9/11	Accident	6ffs	1hr
9/13	Accident	4ffs	1hr
9/14	Accident	4ffs	1hrs
9/16	Fire	4ffs	1hrs
9/17	Smoke	2ffs	1hr
9/23	Accident	6ffs	1hr
9/26	Fire	8ffs	1.5hrs
9/27	Accident	6ffs	1hr
9/29	Smoke	1ff	1hr
9/30	Med assist	2ffs	1hr



Public Works September 2025 Update Report for October 6, 2025

Water

- Water Usage Numbers for **August:**
 - Influent (Water from spring) – 63,686,393 Gallons
 - Effluent (Water to town) – 22,041,409 Gallons
 - City of Ouray Hydro Plant – 21,600,000 Gallons
 - Mineral Farms – 226,800 Gallons
- Continued monitoring and sampling for chlorine residuals and turbidity levels at the entry point of the distribution system. The minimum chlorine level was lowered by CDPHE from 0.9 mg/l to 0.6 mg/l. We are still waiting for CDPHE to allow us to go back to 0.2 mg/l. The City has been in compliance and meeting all CDPHE requirements.
- Multiple locate requests as contractors continue to do work in the City Right of Way.
- City staff continues to work with Element Engineering and Filter Tech on some warranty issues at the new Water Treatment Facility. See list below:
Warranty Repair Work Completed:
 - The compressor for the recycle skid failed within the first month of operation. A new compressor was delivered and installed and is now operating correctly.
 - Fittings on the chlorine pumping system failed after two months of being in operation. New fittings were installed and show no signs of corrosion or failure.
 - We have experienced a few gaskets fail on the membrane skids during the first 4 months of operation. Filter Tech has always been responsive and has replaced all the leaking gaskets to date. We have not had this issue recently.
 - The influent water meter to the new potable water tank has been replaced. The City will not be responsible for the cost of the new meter or the installation
- City staff collected the sixth round of samples from the Uncompahgre River since the new wastewater treatment plant became operational for the measurable results program conducted by CDPHE. The Measurable Results Program systematically and scientifically measures the water quality improvement derived from the implementation of new treatment technologies funded through the SRF (State Revolving Fund). The program has already monitored the Uncompahgre River and wastewater effluent prior to the new Wastewater Treatment Plant and is now conducting a similar monitoring strategy now that the new Wastewater Treatment Plan is operational. Data collected in both phases will be compared to determine water quality changes. The City will benefit from the water quality characterization of their receiving stream, receive all data collected and could potentially be showcased as a success story.

Sewer

- City staff continues to work with Aslan Construction and JVA Engineering on warranty issues at the new Wastewater Treatment Facility. Most of the warranty issues are with equipment in the facility as well as the lack of growth from the hydro seeding outside the facility. Please

see list below:

Warranty Repair Work Completed:

- The jet motive pump is now fully operational. A relay switch had failed inside the control panel causing the pump to become inoperable in the digester. This is the root cause of the odor issue at the facility. It will take some time for the biological process to recover inside the digester, the situation is currently improving.
- The cake pump faulting out issue during solids processing has been resolved. City staff discovered that the set point temperature was set to low during start up. Staff increased the set point by ten degrees and we are currently able to process solids with no faulting out issues. The pump operates reliably now with no signs of overheating.
- Sludge pump #1 has been rebuilt and was installed in the beginning of August. The pump is now fully operational.
- Dewatering feed pump #2 coupler has been replaced. Technicians from the manufacture were onsite Tuesday August 26th and were able to make adjustments to the VFD (variable frequently drive) and adjusted how quickly the pump starts and stops. They believe the root cause of the issue was the rapid pace the pump was starting at was causing the coupler to fail over a short period of time.

Ongoing Warranty Repair Work:

- The initial seeding and revegetation around the facility was unsuccessful. Aslan Construction along with City staff have been in contact with the subcontractor who did the seeding. At first we were told it will start to grow due to the fact it is a slow germinating seed. The consensus now is that nothing is going to grow and the subcontractor will be held responsible to seed again in the spring.
- Continue taking wastewater samples on a weekly basis. We continue to stay in compliance with all of CDPHE permit standards.
- Representatives from Parkson, the manufacturer of our headworks step screen were in town to help City staff make adjustments to equipment. They were able to make some adjustments and add another sprayer to help with the removal of solids. We were seeing too much fecal matter being removed by the step screen. This will help with the overall treatment process and will also cut down on unnecessary material getting to the dumpster.
- On September 23rd City staff along with CDPHE conducted a scheduled onsite Compliance Evaluation Inspection. These inspections happen once every two years by CDPHE. Some of the things they looked at were routine reporting of data, sampling methods for monitoring, records, biosolids handling, discard monitoring reporting and accuracy. The field inspection technician will put together a report that will be shared once we receive. A few recommendations were made, overall the inspector was impressed with the City's wastewater treatment plant and how it is being operated.
- Continue taking wastewater samples for Ouray County Health Department to monitor for Covid. Please reach out to the County Health Department for more information about the program.

Streets/Miscellaneous

- Graded roads and pool parking lot as needed.
- Removed speed bumps from Oak St.
- Continued working with Jim Keo on the current state of the Public Works facility and current needs. We also discussed orientation of a new facility on the property where the new wastewater treatment facility is located. During our onsite meeting we also discussed what a phased approach to building the new facility might look like, the goal is to have a better cost estimate by our next budget work session in October.
- Continued to work on 2025 and 2026 budgeting for public works, water and sewer departments.
- Cleaned out culvert that runs under the trail of the North Corridor Trail by the Waterview Homes. Staff was able to clear some of the roots from the culvert. Due to the amount of growth this will more than likely need to be dug up and replaced with a new culvert.
- Cleaned up inside of City yard and started getting organized for the change of season.
- Asphalt patches on 3rd Ave and Amphitheater Road.
- Continue to work with PST Engineering and gathering information for the Ouray Revitalizing Main St project that includes new crosswalks at the horseshoe and by the visitors center. The goal is to have this project out to bid at the beginning of the year.



Parks Department Update

- **Project Focused fall:** We contacted out restrooms for the next month so we can assign our staff to projects. Keeping up with daily maintenance greatly hinders the small operations team from accomplishing more than cleaning and daily routines.
- **North Corridor Trail Resurfacing:** Work began the week of September 22. The east side of the trail is scheduled for completion this fall. Trees have been replaced, fences repaired, and weeds removed.
- **Ice Rink Improvements:** The warming hut floor and storage shed have been rebuilt. Next steps include replacing walls, moving the Zamboni gate, and installing a new liner and side panels.
- **Gazebo Maintenance:** Scheduled for painting and wood refinishing during the week of October 6.
- **Shuttle Stop Signage:** All signs have been assembled and are ready for deployment once project timelines are finalized.
- **VOC Volunteer Project:** On October 11, 60 Volunteers for Outdoor Colorado will assist with Cascade Falls Trail improvements, including stair construction, trail delineation, debris removal, and barrier enhancements. Volunteers will camp at Rotary Park on October 10–11 as a thank-you for their service.
- **Student Volunteer Day:** On October 1, high school students partnered with the Parks team to remove debris and plant trees along the Riverfront Trail near Water View Homes.
- **Storm water Culvert:** Thanks to Public Works for jetting the culvert beneath the River Trail, helping resolve the long-standing drainage issue on the northeast section.
- **Woman's Park Restroom:** The new facility is scheduled to open the week of October 6.

- **Community Signage:** A focus group met in September to review new designs for signage at Ouray Hot Springs and Rotary Park. Recommendations include up lighting at Rotary Park and backlighting at the Hot Springs. Final design proposals are attached.
- **Outdoor Education Programs:** Continued emphasis on school support through outdoor education, fly fishing, and canyoneering programs.
- **Volunteer Appreciation Event:** Hosted at Rotary Park on September 25, with guided climbing, music, and food for about 40 attendees. The event celebrated the critical role volunteers play in supporting our community.
- **Yule Night Planning:** Parks is collaborating with Tourism and local organizations (Elks Club, Wright Opera House, Women's Club, Ouray School, and the 150th Anniversary Committee) to expand activities and improve communication. A key change this year: the tree-lighting ceremony will be held at the Elks Lodge, featuring a live community tree.
- **Community Center Elevator Modernization:** Scheduled closure from October 11 to November 29th for upgrades.

Ouray Hot Springs Update

- **Scheduled Closure:** October 6–9 for maintenance, including filter replacement, pool cleaning, pump station plumbing upgrades, and water service line repair in collaboration with Public Works.
- **Revenue Strategy:** Tasked with increasing net revenue by 5% (\$280,000). Rather than raising prices or reducing hours, the team is exploring new revenue opportunities such as ticketed events (e.g., July 4th party, adult sunset soaks, fall party, summer concert series,



and discount days). These events may introduce new membership options and alcohol sales. Planning is ongoing; no final decisions have been made.

- **Bathhouse Project:** Progress continues on utilities, including floor drains, electrical, and AV systems. Next steps include finalizing the fitness equipment layout and budget.
- **Box Cañon Line Replacement:** Line replacement is complete. Easement surveys are underway, with the remainder of the project scheduled for spring.
- **Box Cañon Financials:** As of October 1, 2025, the facility reported \$648,047 in revenue—nearly \$100,000 above projections. Operating expenses are expected to remain on budget. This is a record net revenue for the facility.

OURAY BRAND GRAY POWDER COATED 6" STEEL BEAMS FOR DURABILITY

RED CEDAR PANEL FINISH OFFERS NATURAL MATERIAL WHILE ENSURING DURABILITY AGAINST THE ELEMENTS

MONOCHROMATIC COLOR SCHEME DELIVERS A CLEAN, TIMELESS AESTHETIC

MT. ABRAM RIDGELINE REFERENCE NODS TO OURAY'S LANDSCAPE AND REINFORCES LOCAL CHARACTER

DARK BROWN PAINTED WOOD OUTLINE FOR CONTRAST

ASYMMETRIC LAYOUT CREATES VISUAL HIERARCHY AND A DYNAMIC FEEL

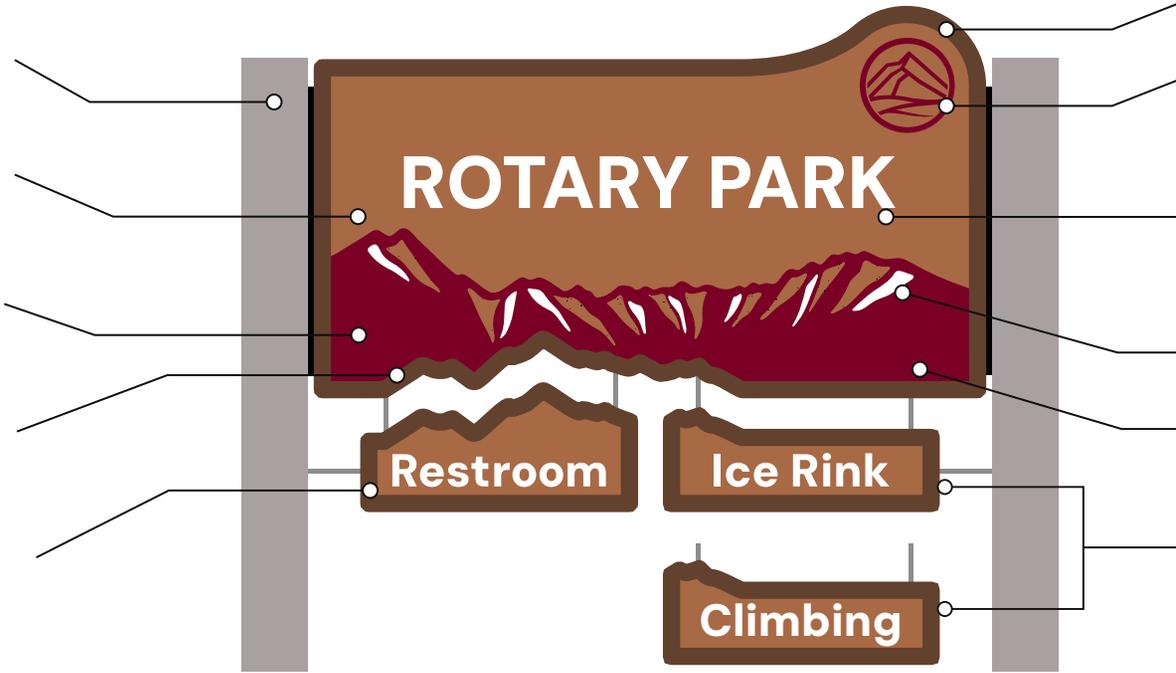
SINGLE-COLOR OURAY LOGOMARK ADDS SIMPLICITY AND SUBTLE BRAND PLACEMENT

DM SANS FONT TO ALIGN WITH OURAY'S BRAND GUIDELINES & GIVE A CLEAN, MODERN, LEGIBLE & TIMELESS APPEARANCE

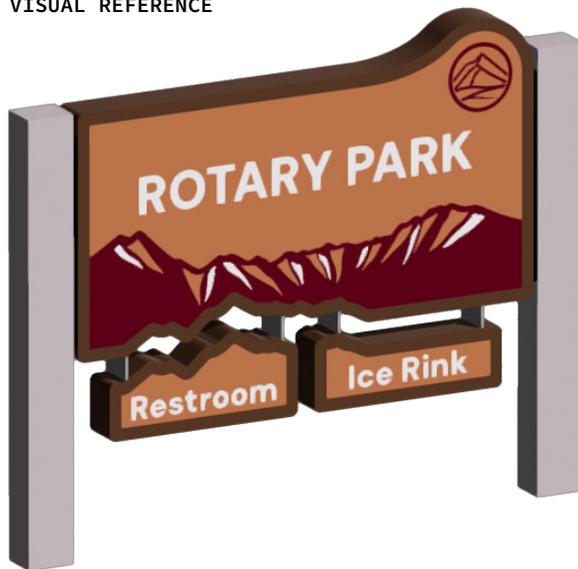
SNOW-CAPPED MOUNTAINS TO FEEL LIKE OURAY'S LANDSCAPE

AMPHITHEATER OUTLINE TO SUBTLY REPRESENT OURAY'S DISTINCTIVE MOUNTAIN LANDSCAPE

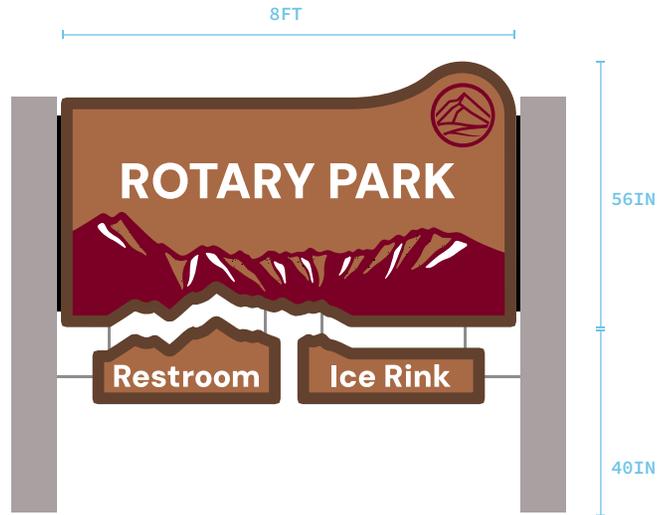
REMOVABLE HANGING SIGNS THAT WILL WITHSTAND WIND & OFFER A NON-PERMANENT SOLUTION TO DISPLAY OPEN PARK AMENITIES



3D VISUAL REFERENCE



DIMENSIONS



CURRENT SIGN





3D VISUAL REFERENCE



DIMENSIONS

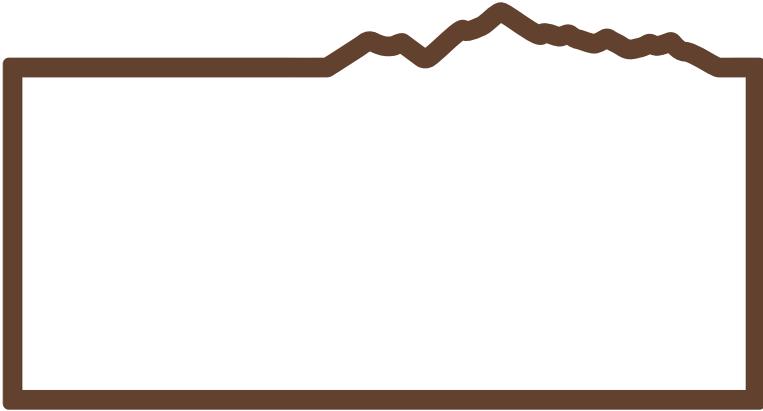


CURRENT SIGN

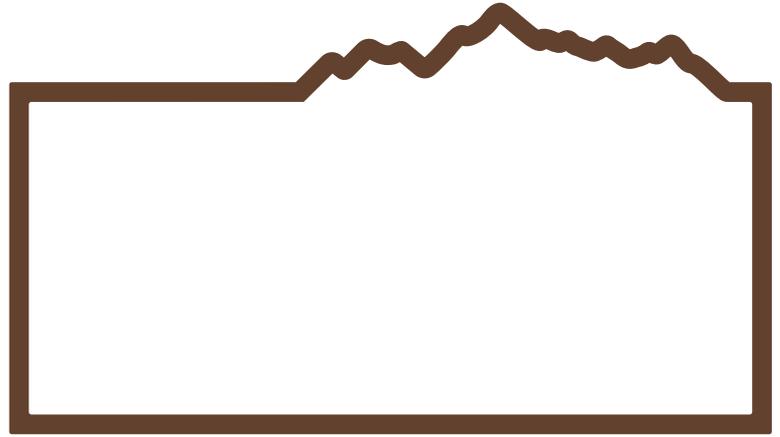


RAISED, MORE "ELEVATED" MT. ABRAM RIDGELINE CUTOUT

BEFORE (V4: 9/23)



AFTER (V5: 9/29)





970.596.7837 
KRhoten@CityofOuray.com 
VisitOuray.com 

Marketing and Communications Director Report

Website

- Created a new page for child care options for visitors to the community
- Updated the Bear Aware page to reflect our Bear Smart campaign

Do Ouray Right

- Helped spread the word about the Riverwalk Trail maintenance project. We created graphics and did outreach to gather volunteers.

Newsletters

- Reminder Newsletter for meetings 9/10/25
- City Newsletter – October
- Tourism Newsletter – October

Business Assistance/ Collaborations

- UpstART – Scavenger Hunt
- Woman's Club of Ouray – Promoting the Candidate Forum event
- Uncompahgre Watershed Partnership – Spreading the word of the Love Your Gorge event and got a donation for volunteers.

Police Department

- Helped create the brochure for police recruitment
- Took headshot photos of the department and group photo

Events

- Met with Localist representative, will now need each entity to review the terms and conditions
- All parks and recreation activities are posted as a facebook event for September
- Met with the Yule Day focus group





970.596.7837 
KRhoten@CityofOuray.com 
VisitOuray.com 

VISIT OURAY / COMMUNICATIONS

Social Media

- Campaign for the Rocky Mountain Holiday Tours webinar. Created Facebook event, scheduled posts, and created the graphics/ flyer
- Scheduled posts and created graphics for the reminder to subscribe to BoardBook
- Scheduled posts and created graphics for the budget work sessions
- Scheduled yard of the month winner
- Scheduled posts and created graphics for the helicopter work reminder
- Scheduled posts and created graphics for the wayfinding signage work session
- Scheduled posts and created graphics for the elevator repair work notification
- Paid advertising till the end of October for Bear Smart
- Created our introductory post, secure trash, morning take out, and lock it down for the Bear Smart campaign and posted to Visit Ouray Co and City of Ouray
- Scheduled trick-or-treat street business sign up
- Scheduled posts and created graphics for the pool closure notification
- Scheduled posts and created graphics for the Parks and Recreation activities survey
- Scheduled posts and created graphics for the Love Your Gorge event
- Scheduled posts and created graphics for the Pumpkin Float
- Scheduled posts and created graphics for the pool closure notification
- Scheduled posts and created graphics for the election information
- Scheduled posts and created graphics for Cascade Falls closure notification
- Scheduled posts and created graphics for the save the date Yule Parade
- Scheduled posts and created graphics for ballot information

Visitor Center

- Held our monthly staff meeting
- Staff went on a geology tour with Sean Hart for the September funtivity
- Picked up more city maps from Scott's Printing





VISIT
OURAY
COLORADO

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VISIT OURAY / COMMUNICATIONS

Media

- 5280 Magazine requested photos to update in their magazine
- Shared photos with a writer for the historical hot springs loop for winter hot springs stories
- Submitted a winter stories/ news pitch to the Colorado Tourism Office media crew
- Shared information with the Historical Hot Springs loop for a winter promotion, business information was shared and access to the media folder for photography
- Hosted Jordan Rane, a freelance writer from Cowboys and Indians magazine. Thank you to The Western Hotel, Canyoning Colorado, and Basecamp Ouray for hosting.
- Hosted Abby Price, a writer from Travel and Leisure magazine. Thank you to The Western Hotel and Basecamp Ouray for hosting.
- Hosted Jennifer Weatherhead, TV anchor for potential coverage in Canada and online at TheNextDestination.com. Thank you to the Quality Inn for hosting.
- Hosted two people from Globe Rider magazine. Thank you to Twin Peaks Lodge and Hot Springs and Bachelor Syracuse Mine Tour for hosting.
- Signed Ouray up on Bandwango digital passport as a location for the Colorado Tourism Office's passport program. This will start end of September.
- Designed a half-page ad for Travel and Taste magazine to pair with the 450 word story on soaking in the hot springs in Ouray this winter.
- Worked with Convention Southwest Magazine (they reached out to us) in giving them information and photos about hosting meetings/ conferences in Ouray during the winter
- Created two ads for the Colorado Tourism Office's quarterly newsletters promoting winter adventures and our stay two night, get third night free promotion
- Met with an Amazon ads assistant and they helped me optimize the winter campaign on Amazon. This will launch on October 1 and run through December 31.
- Conducted a fall photoshoot to get more professional grade inventory of both photo and video to utilize for internal marketing, external marketing, and media requests.
- Ouray was selected to participate in the Winter Media Reception in Boulder, Colorado. We will meet with 30 writers to pitch Ouray for winter. This will happen October 30, 2025.
- The second phase of the Ouray Winter Promotion starts on October 1, 2025. This includes our 10-30 second ads being played at the Montrose Airport, Amazon, Hulu, Disney+, Youtube, Google Ads, Meta, and Vibe.





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KRhoten@CityofOuray.com 
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VISIT OURAY / COMMUNICATIONS

Non-Project Based Updates

- Worked on a Mountain Town Passport program with the Colorado Tourism Office for Fall to celebrate the 150th
- Did a letter of support for the Colorado Historic Opera House Circuit for a grant they are going after
- Attended the Main Street Community Conversation meeting, we discussed the mini-grants and scholarship opportunities
- We were awarded \$3,000 for scholarships for Main Street Committee
- Had our regional partners call with Durango, Ridgway, and Black Canyon National Park
- Rotary Park/ Hot Springs/ Visitor Center Sign feedback
- Created a Bear Smart campaign
- Assisted with creating a brochure for the finance department
- Met with San Juan Mountains Association about their new educational programming
- Held the Rocky Mountain Holiday Tours webinar, we had seven participants
- Attended the International Promotions Committee Meeting with the Colorado Tourism Office
- Met with a representative from Amazon to discuss our strategy for the winter promotion campaign
- Watched a webinar about how BrandUSA utilizes MindTrip (a platform that I hope to get in 2026 and is part of the proposed budget)
- Attended the monthly PIO meeting
- Attended the Colorado West Land Trust event at The Wright Opera House
- Picked up the trick or treat street window clings
- Helped create signs for the Parks Department that is a "fill in" style. So they can use it without me needing to make it for them.
- Ouray has been selected for one of the Colorado Tourism Office's 150/250 celebration! This is a \$10,000 drone show that we are getting at no charge. This will take place January 22, 2026. More details to come.



Bed and Breakfast Permit Application and Renewal

Initial Application Renewal

Applicant is a: Corporation Partnership Individual Limited Liability Company

Name of Applicant

BBM Hospitality Group LLC

Trade Name of Establishment (DBA)

Black Bear Manor

State Sales Tax Number

95307702-003

Permit Number (if Renewal)

03-22241

Email Address

theblackbearmanor@gmail.com

Address

118 6th Ave

Phone Number

9703254219

City

Ouray

County

Bureau

State

CO

ZIP Code

81427

Mailing Address (Number and Street)

747 W. White Ave

City or Town

Grand Junction

State

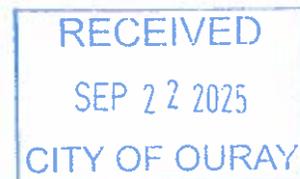
CO

ZIP Code

81501

- Attach a copy of a deed or lease in the exact name of the applicant only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance).
- Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed.

ID CK # 1389
125-city
CK 1390 # 321-25
stat



Pursuant to 44-3-412, C.R.S., Applicant hereby states that it qualifies for a Bed and Breakfast Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority:

- That it has no more than 20 sleeping rooms, and
- That it provides at least 1 meal per day at no charge other than for overnight lodging, and
- That it does not sell alcohol beverages by the drink or in sealed containers, and
- That it will not serve alcohol beverages for more than 4 hours in any one day, as follows:

Hours

Monday

From: A.M. P.M. To: A.M. P.M.

Tuesday

From: A.M. P.M. To: A.M. P.M.

Wednesday

From: A.M. P.M. To: A.M. P.M.

Thursday

From: A.M. P.M. To: A.M. P.M.

Friday

From: A.M. P.M. To: A.M. P.M.

Saturday

From: A.M. P.M. To: A.M. P.M.

Sunday

From: A.M. P.M. To: A.M. P.M.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Applicant Title

Spencer Christensen

Applicant Signature

Spencer Christensen

Date (MM/DD/YY)

09/19/25

Report and Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, this application is approved.

Local Licensing Authority (City or County)

City of Ouray

Date filed With Local Authority

10/03/2025

Title

Signature

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space – For Department of Revenue use only

Date License Issued

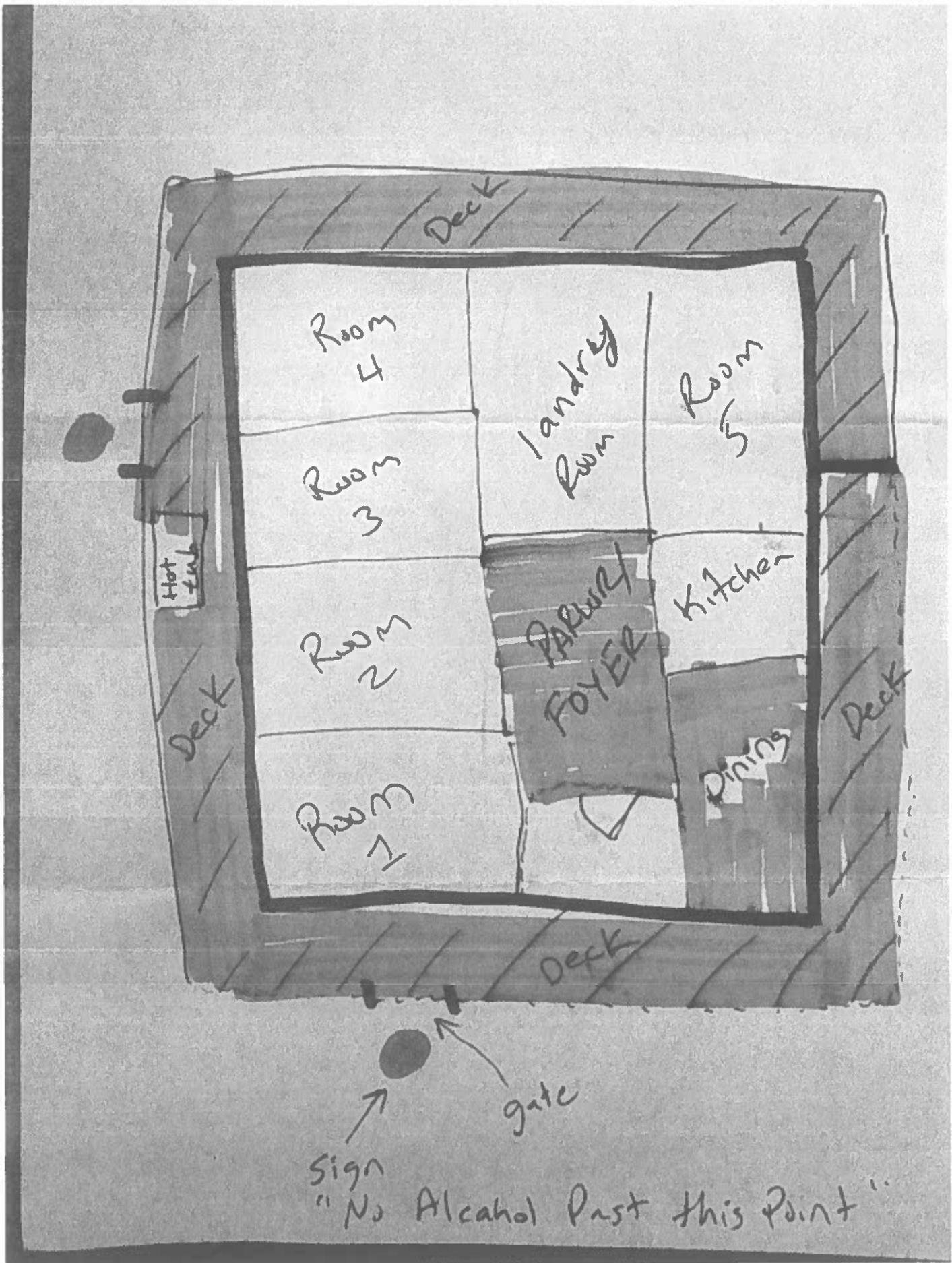
License Account Number

Period

\$50.00 (Cash Fund)

\$21.25 (OAP Fund)

Total



DR 8400 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

OURAY LODGE NO 492
 PO BOX 647
 Ouray CO 81427

*PD ck 1005 - 558.25
 State
 CK# 1006 141.25
 City*

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	558.75
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

- Paid by check
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

BPOE LODGE

Doing Business As Name (DBA)

OURAY LODGE NO 492

Liquor License Number

04-01748-0002

License Type

Club License (city)

Sales Tax License Number

04017480002

Expiration Date

12/31/2025

Due Date

11/16/2025

Business Address

Street Address

421 MAIN STREET

Phone Number

9703254510

City, State, ZIP Code

Ouray CO 81427

Mailing Address

Street Address

PO BOX 647

City, State, ZIP Code

Ouray CO 81427

Email

Ouray@ks492@gmail.com

Operating Manager

Jill Schea

Date of Birth

Tax Check Authorization, Waiver, and Request to Release Information

I, Jill Scheu

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

BPOE Lodge DBA Duray Lodge No 492

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Home Address

Street Address		Phone Number
PO Box 352		970-318-8489
City	State	ZIP Code
DURAY	CO	81427-0352

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented? Owned Rented* *if rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Jill Scheu

Title

Lodge Secretary

Signature

Jill Scheu

Date (MM/DD/YY)

09/29/2025

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Ourray Eka Lodge NO492

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

9703254510

Business/Work Phone Number

9703254510

Street Address

421 Main St POBox 647

City

Ourray

State

CO

ZIP Code

81427

Printed name of person signing on behalf of the Applicant/Licensee

Jill Scheu

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Jill Scheu

9/29/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

RESOLUTION 22 (SERIES 2025)

**A RESOLUTION OF THE CITY OF OURAY, COLORADO
RESCINDING STAGE I WATER RESTRICTIONS**

WHEREAS, City Council implemented Stage 1 Water Restrictions in the City of Ouray with Resolution 22, Series 2025 on September 2, 2025; and

WHEREAS, the “call” on the Uncompahgre River has been rescinded; and

WHEREAS, water demand in the City of Ouray has decreased due to decreased temperatures and seasonal changes in tourism volume; and

WHEREAS, Ouray has received sufficient rain since that date; and

WHEREAS, the City Council believes there is no longer a need for Stage I Water Restrictions in the City of Ouray; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO, as follows:

STAGE I WATER RESTRICTIONS ARE RESCINDED.

ADOPTED this 6th day of October 2025 by the Ouray City Council.

CITY OF OURAY, COLORADO

ATTEST:

Ethan Funk, Mayor

Michelle Metteer, City Administrator

RESOLUTION NO. 24 (Series 2025)

A RESOLUTION OF THE CITY OF OURAY, COLORADO, RENEWING THE WATER AND SEWER UTILITY CREDIT PROGRAM TO REWARD LANDLORDS WHO LEASE REAL PROPERTY FOR ONE YEAR OR MORE WITH MONTHLY RENT AT OR BELOW 30% OF THE 80% AREA MEDIAN INCOME (AMI) IN ACCORDANCE WITH HOUSEHOLD SIZE TO RESIDENTS WHO RESIDE WITHIN THE CITY; AND A MAXIMUM OF THIRTY THOUSAND DOLLARS (\$30,000) SHALL BE ALLOCATED FROM THE AFFORDABLE HOUSING EXCISE TAX COLLECTED BY THE CITY FOR 2026.

WHEREAS, the City Council has identified the lack of affordable housing for residents and families who work within Ouray County as a need which must be addressed for the City of Ouray to provide adequate services to residents and visitors; and

WHEREAS, the City Council passed Resolution 10, Series 2023 on December 18, 2023 enacting a landlord credit as a pilot program; and

WHEREAS, Resolution 10, Series 2023 shall expire on December 31, 2025; and

WHEREAS, the City Council desires to continue to use the same AMI and household size metrics to provide City water and sewer credits to landlords who lease housing to City residents for a monthly rent not to exceed thirty percent (30%) of the yearly adjusted AMI equal to eighty percent (80%).

WHEREAS, the City Council desires to and will allocate thirty thousand dollars (\$30,000.00) for 2026 and plans allocate money towards this program in 2027 from the affordable housing portion of the Short-Term Rental Excise Tax collected by the City; and

WHEREAS, the City will review participation in this program each year to consider whether to extend or revise the program no later than December 31, 2027, or the program shall sunset.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO, that:

1. The City Council hereby allocates no more than thirty thousand dollars (\$30,000.00) from the short-term rental excise tax collected for 2026 to this Landlord Water and Sewer Utility Credit Program.
2. The City Council approves the attached 2025 Landlord Water and Sewer Utility Credit Program and hereby adopts the eighty percent (80%) AMI table based on 2025 HUD figures adopted by CHFA in 2025 and directs this table be used for landlord utility incentives for 2026 or until new figures are

released at which time the City council shall adjust the figure.

3. This resolution shall expire on December 31, 2027.

ADOPTED this 6th day of October 2025 by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Michelle Metteer, City Administrator



LANDLORD WATER AND SEWER CREDIT PROGRAM

Goal:

The goal of the program is to provide City of Ouray landlords an incentive to charge affordable rents to residents of the City by providing a 0.3 EQR credit to real property owners who rent to residents at or below thirty percent (30%) of the AMI which equals eighty percent (80%) which is adjusted from time to time regardless of household size.

Program:

Any landlord who rents one or more whole dwelling unit(s) within the City limits (i.e. no partial units) to a City of Ouray resident for a year or more and such rent is equal or less than thirty percent (30%) of the adjusted eighty percent (80%) AMI for a household of two, as determined from time to time by City Council, and regardless of true household size, shall receive a 0.3 EQR credit on Landlord's monthly water and sewer invoice for as long as the program continues and so long as the lease is current and in full force and affect.

To receive such credit, a landlord must apply to the City and provide a copy of a current, existing lease containing a provision that such lease is for one year or more and such lease must be legally applicable during any month a credit is sought.

AMI Table Calculation:

Ouray County Monthly Rent Which Equals Thirty Percent of the Eighty Percent Area Median Income for a Household Size of Two Applicable for 2025 is:

\$1,672.00¹

Area Median Income is determined by using the figures published by US Department of Housing and Urban Development ("HUD") for each county in Colorado and adopted by Colorado Housing and Finance Authority ("CHFA"). They are published at: www.chfainfo.com and are currently for 2025. When this data is updated, the City Council shall adjust the maximum rent to receive the credit accordingly.

¹ For 2025 80% of AMI for a household of two in Ouray County is \$66,880.

Program Termination:

This program shall remain in effect for a period of two years and shall sunset on December 31, 2027.

Maximum Sales Price Calculation	
Community:	Ouray Waterview
Property Address:	2260 Namichi Way
Property Owner:	Cristy Lynn
Closing Date:	1/22/2025
Notice of Sale Date:	9/23/2025

Original Purchase Price (OPP)	\$ 396,000.00
Appreciation Rate:	3%
Term (in years)	0.75
Compounding Period (annual)	1
Appreciation Applied to Sales Price:	\$ 8,877

Prorated Months:	9
Add to Term:	0.75

Solar System Principal Paid:	\$ 143.24	*20 year life expectancy
Total Solar System Value to MSP:	\$ 138	

Permitted Capital Improvements	\$ -	
Depreciation	\$ -	*From Marshall Swift
Max 10%	\$ 39,600.00	
TOTAL PCI Value to MSP	\$ -	

Public Improvement Cost	\$ -
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Maximum Sales Price:	\$ 405,015
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CITY OF OURAY
Professional Service Agreement

THIS AGREEMENT is entered into effective this ¹⁵ day of September 2025 by and between the **CITY OF OURAY**, a Colorado home rule municipal corporation (the City); and **BUCKHORN ENGINEERING, INC.**, a Colorado Corporation with its principal place of business being 222 South Park Ave, Montrose, Colorado, 814015 (the Professional).

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF PROFESSIONAL SERVICES. The Professional agrees to provide Building Inspection Services to the City of Ouray in accordance with the terms of the Professional's Services attached hereto as **EXHIBIT A** which defines the process and forms to be used for scheduling an inspection and the terms and conditions of each inspection that is scheduled.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue until termination of this agreement by either party for any reason, or if the services are not completed, this agreement will expire on December 31, 2026 at which time the City and the Professional will either negotiate a new agreement to complete the services, extend this agreement, or their relationship under this agreement will terminate.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Professional on a flat fee basis per inspection as attached hereto as **EXHIBIT B**.
4. PAYMENT FOR SERVICES. The Professional shall submit a monthly detailed invoice to the City describing the inspection services rendered. The City shall pay the invoice within fifteen (15) days of receipt of the invoice unless the work or the documentation therefore is unsatisfactory. Payments made after fifteen (15) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation, therefore.
5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes them or their designee to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.
6. INDEPENDENT PROFESSIONAL. The services to be performed by the Professional are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Professional, or their successors or assigns. No agent or employee of the Professional shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work

are under the sole control of the Professional. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Professional. The Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Professional will pay all federal and state income tax on any money paid pursuant to this agreement.

7. INSURANCE. The Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Professional. The Professional shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverage. The City reserves the right to request and receive a certified copy of any policy.
 - a. The Professional shall procure and maintain the minimum insurance coverage listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Professional engaged in the performance of work under this agreement.
 - ii. Comprehensive Automobile Liability. Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence with respect to each of the Professional's owned, hired, or non-owned vehicles assigned to or use in the performance of services. The policy shall contain a severability of interests' provision.
 - iii. Professional Liability Insurance. The Contractor shall provide Professional Liability insurance with the minimum limit of ONE MILLION DOLLARS (\$1,000,000). The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.
 - b. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or

maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

- c. Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Professional upon demand, or the City may offset the cost of the premiums against any monies due to the Professional.
 - d. The Professional shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Professional understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
 9. INDEMNIFICATION OF CITY. To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Professional or any third party under the control or supervision of the Professional, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Professional or the Professional's agents, representatives, subcontractors, or suppliers.
 10. INDEMNIFICATION OF PROFESSIONAL. To the fullest extent permitted by law, City shall indemnify and hold harmless Professional, Professional's consultants, Professional's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of City or City's officers, directors, partners, employees, or City's consultants in the performance and furnishing of City's services under this Agreement.
 11. ASSIGNMENT. The Professional shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
 12. PAYMENTS BY CITY. All payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
 13. LEGAL COMPLIANCE. The Professional shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.

14. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
15. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed in this agreement. Each person signing the contract guarantees that they have authority to bind the City or Professional.
16. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term or provision held to be invalid.
17. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both 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 the venue shall be in Ouray County, Colorado.
18. DISPUTE RESOLUTION. The parties agree to negotiate each dispute between them in good faith during the 15 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
19. GENERAL WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
20. WAIVER OF CONSEQUENTIAL DAMAGES. In the event this Contract is breached, neither party shall be liable for consequential damages arising out of such breach. If any other term of this Agreement is found unconscionable or unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential damages shall continue in full force and effect.
21. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be original, but all of which together shall constitute but one and the same instrument.
22. ELECTRONIC SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through electronic transmission. The signature of a party to this agreement supplied by electronic transmission shall be as binding as the original.

23. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

IN WITNESS WHEREOF, the City and the Professional have signed this agreement effective the day and year first written above.

CITY OF OURAY:



~~Ethan Funk, Mayor~~

MICHELLE METTGER,
CITY ADMINISTRATOR

Attest:



Melissa M. Drake, Clerk

PROFESSIONAL:

Drew S. Ruderman, Principal

Exhibit A – Professional’s Services

Building Inspection Services

Inclusions:

- 1) Field inspections of permitted buildings during construction and remodel / renovation on an “on-demand” basis, scheduling as mutually agreed to
- 2) Inspections according to governing codes adopted by the OWNER
- 3) Mechanical and Framing Inspections
 - a. 1st time rough
 - b. 1st time final
- 4) Commercial construction
- 5) Residential construction
- 6) Estimated at 2-5 inspections per month
- 7) Anything else mutually agreed to in writing by issuance of additional task order(s)

Exclusions:

- 1) Anything not specifically contemplated in the Inclusions
- 2) Engineering of any kind, including drawings, calculations, etc.
- 3) Documents stamped by a Colorado Professional Engineer
- 4) Concrete / foundation inspections including reinforcing steel
- 5) Plumbing Codes and trades
- 6) Electrical Codes and trades

Exhibit B – Professional’s Fees for Services

- 1) Trip Charge: \$500
 - a. Charged per trip from BEI office to job site in City of Ouray, inclusive of travel time and travel mileage
- 2) Inspection Charge: \$600
 - a. Two hours maximum on site

2025 AGREEMENT FOR SERVICES
Between Ouray County, City of Ouray, Town of Ridgway
and Home Trust of Ouray County

PROJECT DESCRIPTION: Affordable Housing Services Administrator

CONTRACTOR NAME: Home Trust of Ouray County

LOCATION: Ouray County, Colorado

Ouray County ("County"), the City of Ouray ("City"), and the Town of Ridgway ("Town"), political subdivisions of the State of Colorado, collectively "Local Governments" wish to engage the services of Home Trust of Ouray County, an independent contractor and nonprofit private entity, for work performed for the County, Ouray, and Ridgway. The above-identified and undersigned contractor ("Contractor") has agreed to provide such services described herein, as an independent contractor, in return for the compensation stated herein. The Parties (Contractor and the County, City, and Town), hereby agree to the terms and conditions stated herein.

BE IT AGREED AS FOLLOWS:

1. CONTRACT DOCUMENTS. The "Contract Documents" shall consist of the following:

- a) This 2025 Agreement for Services ("Agreement");
- b) Contractor's Proposal and/or Scope of Work as Attachment A (attached);
- c) Request for Proposal as Attachment B (attached);
- d) Certificate of Insurance and Endorsement for County, City, and Town (to be provided by Contractor);
- e) Contractor's W-9 (to be provided by Contractor);
- f) Notice to Proceed (to be provided by County, if applicable);

All Contract Documents are incorporated within this Agreement, as though fully stated herein. To the extent there is any conflict between this Agreement and any other Contract documents, the terms of this Agreement shall prevail and take precedence.

2. SCOPE OF SERVICES. Contractor warrants that it is fully qualified to perform the services described below and herein ("Services"). The Contractor is a separate nonprofit, private entity, as an independent contractor acting for the benefit of the Local Governments as an Affordable Housing Services Administrator on a contractual basis, and not as an employee of the County, City, or Town. The Contractor shall perform its duties under this Agreement and the scope of Services set forth herein, including attachments, as may be amended. Contractor shall perform the Services following generally recognized professional practices and standards of Contractor's profession, to the reasonable satisfaction of each of the Local Governments, and in strict accordance with the provisions of the Contract Documents. No adjustment or

modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents. The scope of Services shall include:

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

A. Finances and Accounting

- i. *Budget.* The Contractor shall annually consult and cooperatively work with the Local Government Executives (City Administrator, Town Manager, and County Manager) and the Parties' governing bodies (City Council, Town Council, and Board of County Commissioners), 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 Contractor, shall decide whether to recommend, modify, and/or deny the adoption of the work plan and/or budget to the Local Governments' governing bodies.
- ii. *Affordable Housing Funds Provided.* The Contractor shall annually consult and cooperatively work with the Local Government Executives to ensure the proper care and custody of all Contractor funds, the prompt payment of all obligations of the Contractor, and the keeping of regular books of accounts showing receipts and expenditures of the Contractor. The Contractor 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 Contractor transactions and also of the financial condition of the Contractor 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 Contractor shall be performed by an independent entity or entities approved by the Local Government Executive(s).

B. Strategic Plan Development. In the first year of this Agreement, within 365 days of its effective date, and in collaboration with the other parties (County, City, and Town), Contractor will draft a strategic plan to identify the mission, values, and goals of this Agreement and create a schedule as to how often to review or update this strategic plan. 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 Contractor, 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 Contractor. The annual work plan and budget shall include a summary

detailing progress made in the implementation of objectives set forth in the Contractor's strategic plan (only to the extent practicable for the first year of this Agreement), 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 Contractor 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 (or as soon as practicable for the first year of this Agreement) for the following calendar year and shall be the basis of the Contractor and Local Government Executives' funding request to each Party's respective governing bodies. The Contractor shall provide detailed financial reporting and accounting to the Local Government Executives and to the Parties' respective governing bodies.

- C. **Affordable Housing Guidelines.** The Contractor, in collaboration with the parties (County, City, and Town), will develop Affordable Housing Guidelines to be filed internally and updated every fiscal year
- D. **Reporting.** The Contractor will establish a regular reporting schedule to the parties on all aspects of the Contractor's Services, including financial status, progress on strategic objectives, and operational activities.

II. CENTRAL DUTIES. The Contractor shall perform the following duties and services for the Local Governments:

- 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 Contractor 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 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 Contractor 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 Contractor shall assist the Parties in identifying, applying for, managing, complying with, and reporting requirements for any affordable housing grants, or specific housing initiatives. The Contractor 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 this Agreement.

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 Contractor should also 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 three 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".

3. PAYMENT AND COST-SHARING. County, City, and Town agree to pay the Contractor for services provided under this Agreement and as more fully described in Attachment A, Contractor's Affordable Housing Services Proposal, attached and fully incorporated herein. The compensation paid is not to exceed:

- Contractor will provide affordable housing administration services at an amount not to exceed **\$100,156.98**, which includes;
 - The Annual Administration Fee (labor costs) of \$91,887.14; and
 - Annual Office Expenses, \$8,269.84
- **Total Annual Payment:** of up to **\$100,156.98, for each calendar year, beginning with calendar year 2026**, subject to the appropriation and availability of funds for calendar year 2026.
- **Pro Rata Reductions for 2025:** For calendar year 2025, this amount shall be reduced pro-rata, proportionally to the reduced amount of time for 2025 this Agreement is actually in effect. Since this Agreement is only in effect for 79 calendar days in 2025 (beginning October 14, 2025), total annual payment for 2025 shall not exceed \$21,677.81, which funds have been appropriated and are available for calendar year 2025. No compensation is allowed for the RFP response process, or other work performed prior to the effective date of this Agreement.
- **Increases:** Each Party shall approve any increases to the annual budget in a signed writing, including a formal amendment or as specified in Section 4 below.

Cost sharing. For each fiscal year that this Agreement is in effect, the Parties (County,

City, and Town) shall engage in cost-sharing of one-third (1/3) per Party to cover all payments made to Contractor under this Agreement, unless as otherwise determined in any amendment to this Agreement, any intergovernmental agreement specifying otherwise between the Local Governments, and/or any applicable service contract between the Parties and the Contractor. 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 Section 2 above, and elsewhere in this Agreement, as may be amended.

Invoicing. Invoices must be submitted to and approved by the Local Government Executives, who may refer any invoice to any Local Governments' governing body at any time. Invoices may be submitted on a monthly basis, unless otherwise determined by the Local Government Executives. Invoices shall be submitted electronically by the Contractor to the County Manager or designee, with an electronic copy to the Town Manager and City Administrator or designee(s). The County, which acts as a fiscal agent for a State grant, has authority to reject invoices or line-items that may be ineligible for State reimbursement, in coordination with the State Department of Local Affairs and the other Local Governments. Invoicing shall require a description of activities that occurred each period, for verification of all activities eligible for reimbursement. Invoicing for general operating expenses is prohibited, as these expenses are not eligible for State reimbursement. Any reimbursement for annual office expenses or other items shall not include general operating expenses (e.g. phones, rent, furniture, utilities, and general printing), but may include reimbursement for specific items such as mileage, targeted mailers, and printing of housing-related forms. Payments to Contractor will be made by the County, upon submission and approval of invoice(s). The County shall then submit reimbursement requests to the City and Town, following the County's payment to the Contractor. Payments will follow normal payment processing cycles for issuance of checks, by the Local Governments. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the Local Governments, of any of their rights as may be provided by law.

- 4. TERM AND RENEWALS.** The term of this Agreement commences as of October 14, 2025, and expires December 31st, 2026, but may be renewed for additional annual calendar year term(s), subject to the approval of all Local Governments and their appropriation and availability of funding. Annual renewal(s), for calendar year 2027 and later, may be administratively approved in writing by the Local Government Executives or designee(s), which shall specify any necessary changes for Services and/or pricing terms, and the Contractor's agreement thereto shall be secured in writing. Any annual requested cost increases from Contractor, for the same or substantially similar Services provided from year to year, shall not exceed Consumer Price Index inflation changes using the Denver-Aurora-Lakewood area metrics, unless otherwise approved by all Local Governments' governing bodies. Inflation-based increases are not applicable for calendar year 2026. Renewals are issued only at the sole discretion of the Local Governments, and are not a vested property, contractual, or other legal interest of Contractor. Contractor agrees to waive any legal action

against the City, County, and Town, in the event of a non-renewal by any or all Local Government(s).

- 5. AUTHORIZED REPRESENTATIVES.** The County designates the County Manager as the County Representative under this Agreement. The City designates the City Administrator as the City Representative under this Agreement. The Town designates the Town Manager as the Town Representative under this Agreement. Contractor designates its Executive Director, Andrea Sokolowski, as the Contractor Representative. Said Representatives shall have the authority to represent and bind the Parties concerning the Services, and the County, City, and Town Representatives may act collectively on behalf of all of their entities or individually on behalf of any respective entity. The County, City, and Town Representatives shall review Contractor's work as necessary to assure the Contractor's satisfactory performance under this Agreement. The Contractor Representative shall also be responsible for advising the County, City, and Town Representative(s) of the status and completion of the Services. The Contractor agrees to accept general direction(s) from the County, City, and Town Representatives, and to comply promptly and fully with the reasonable requests and directives issued by the County, City, and Town Representatives from time to time, whether issued either individually or collectively. The County, City, and Town may change its Representative at any time by giving Notice to Contractor as set forth herein. Contractor shall not replace the Contractor Representative unless: (a) the County, City, or Town requests a replacement or (b) Contractor re-determines the employment assignments of the Contractor Representative and provides a substitute that is satisfactory to the County, City, and Town Representatives. The County, City, and Town may approve any acceptable substitute Contractor Representative, and, if no substitute is acceptable, the County, City, and/or Town may terminate this Agreement.
- 6. APPROVAL & WARRANTY OF SERVICES.** The Services as defined herein, are subject to the Local Governments' right of inspection and approval, by and through their Local Government Executives. Contractor represents and warrants that the Services will be performed in accordance the Contract Documents, and pursuant to industry standards in all material respects. The County, City, and Town shall be the sole judge of the acceptability to the County, City, and Town of the Services by the Contractor, and the sufficiency of any supporting data submitted by the Contractor. If, at County, City, or Town's sole discretion, any communications with Contractor are necessary or desirable to explain or correct any Services which may appear unacceptable or insufficient to County, City, or Town, Contractor shall make no additional charge for time or costs for such communications, or for making the required explanations or corrections. The County, City, or Town may also require the immediate correction of any Services by Contractor which affect the public health and safety, at any time, within its or their sole discretion.
- 7. INDEPENDENT CONTRACTOR.** The parties agree that the relationship created by this Agreement is that of government entities and independent contractor. Contractor is not an employee of any of the Local Governments, and is not entitled to any benefits provided by any of the Local Governments, to their employees. Unless otherwise

specified in writing, Contractor shall furnish all supervision, labor, materials, equipment, supplies, and other incidentals to complete the requirements of the job. Contractor has the authority to control and direct the specific details and means of the Services provided. The Local Governments are interested only in the end results to be obtained, and Contractor agrees to comply with general direction and oversight of the County, City, and/or Town thereto. This is a non-exclusive Agreement. The Local Governments may, during the term of this Agreement, engage any other independent contractor(s) to perform the same or similar work that the Contractor performs. Contractor may also practice their profession for others during periods when not performing work under this Agreement for the Local Governments.

- 8. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor warrants that it is fully qualified and able to perform the Services as set forth herein. Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at Contractor's risk, and Contractor solely assumes all such risks. Contractor shall be responsible for any damage or loss to the Local Governments for property used or held for use in connection with the work performed.
- 9. GOVERNMENTAL IMMUNITY.** The Local Governments do not waive, or intend to waive, by any provision of this Agreement, any immunities, rights, privileges, and protections provided by the Colorado Governmental Immunity Act (CGIA), C.R.S. § 24-10-101, et seq., as amended, or other applicable law regarding governmental immunities, rights, privileges, and protections.
- 10. INSURANCE & LICENSURE.** Contractor and any subcontractors shall purchase and maintain until all of their obligations under this Agreement have been discharged, including any warranty periods, insurance against claims for injury to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The County, City, and Town shall be endorsed as an additional insured on any policy of commercial or other general liability insurance that the Contractor has obtained, as evidenced by a current certificate of liability insurance which the Contractor shall provide to the parties upon execution of this Agreement. Any certificate(s) of insurance shall name "Ouray County, City of Ouray, and Town of Ridgway" as an additional insured. During the term of this Agreement, Contractor shall provide the parties written evidence of continuing insurance coverage within three (3) business days upon any annual renewal(s), or upon request from the parties.

The insurance requirements herein are minimum requirements for this Agreement, and in no way limit the Contractor's indemnity obligations to the Local Governments as set forth herein. The Local Governments in no way warrant or guarantee that the minimum limits of insurance specified herein are sufficient to protect the Contractor from liabilities that may arise out of the performance of the work under this Agreement by Contractor. The minimum scope and limits of insurance coverages that the Contractor is to maintain in effect, and to which the County, City, and Town shall be endorsed as an additional

insured, are \$424,000 (single incident) and \$1,195,000 (general aggregate), or such higher coverage limits as the Contractor's insurance coverage provides. These are equal to the CGIA limits under C.R.S. § 24-10-114(1)(a)(I)&(II), as amended, until January 1, 2026. If Contractor is required to hold a professional license/certification as part of the services provided herein, Contractor shall also provide proof of their valid professional license/certification and/or professional liability insurance coverage prior to commencing the Services under this Agreement.

11. INDEMNIFICATION. Contractor shall indemnify, release, save, hold harmless and defend County, City, and Town from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor. This indemnity provision is intended to be as broad as possible under Colorado law, and includes without limitation, any claim or amount arising out of or recovered under the Workers' Compensation Law, or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree as described below. Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable, unless waived in writing by the County Attorney, City Attorney, or Town Attorney for their respective entity. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the County, City, and Town for losses arising from the work performed by the Contractor for the Local Governments according to this Agreement. Notwithstanding any other provision of this Agreement or the Contract Documents, Contractor acknowledges that the Local Governments, as governmental entities, are not legally permitted to and do not agree to indemnify Contractor.

12. APPROPRIATION OF FUNDS. All County, City, and Town financial obligations under this Agreement, are expressly subject to their budgeting, appropriation, and availability of funds for such purposes, pursuant to the Colorado Local Government Budget Law (C.R.S. § 29-1-110 et seq), Titles 30 and 31 of the Colorado Revised Statutes, and the Colorado Constitution, Article XI, Sections 1 and 2 and Article X, Section 20 (TABOR). This includes, but is not limited to all financial and other fiscal obligations that are beyond the current fiscal and calendar year, and/or which are in excess of the appropriated amount of funds under Sections 3 and 4 of this Agreement. Should such funds not be budgeted, appropriated, and otherwise available for the County, City, and/or Town's financial obligations arising under this Agreement or collateral matters thereto, this Agreement shall terminate immediately, or no later at the end of the fiscal year for which such funding has been lawfully appropriated and otherwise available, and the County, City, and/or Town shall provide the contractor with prior written notice of such termination. Such termination shall not impose any penalty against the County, City, and/or Town, in the event of a failure to appropriate sufficient funds.

13. REGULATORY COMPLIANCE. Contractor agrees to comply with any applicable federal, state, or local, law, statute, ordinance, rule, regulation and/or court decree, as

amended, even if not specifically identified in this Agreement. Contractor's indemnification obligations identified elsewhere in this Agreement shall apply to any breach of these requirements. The following, non-exhaustive, list of requirements are identified for the convenience of the parties:

A. Colorado Labor Preference. The provisions of C.R.S. §§ 8-17-101 and -102 may apply to this Agreement. If this Agreement includes federal funds, this paragraph does not apply. If the work to be performed under this Agreement falls within the definition of a "public works project," then the Colorado Labor Preference applies. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the project. "Colorado labor" means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupation qualification. A resident of the State of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that they have resided in Colorado for the last thirty (30) days. The Parties agree to meet and confer in good faith for any work requested from Contractor, including construction, maintenance, or upkeep of affordable housing or other development projects, that may fall within the scope of a "public works project" subject to residency requirements under Colorado law.

B. Data Security. During the course of Contractor's performance of the Work, the Contractor may be required to store or control the transmission of electronic data provided by the County, City, or Town ("Local Government Data"). The Contractor represents and warrants that:

- i. It will take all reasonable precautions to maintain all the Local Government Data in a secure environment to prevent unauthorized access, use, or disclosure, including industry-accepted firewalls, up-to-date anti-virus software, and controlled access to the physical location of the hardware containing the Local Government Data;
- ii. Its collection, access, use, storage, disposal, and disclosure of the Local Government data shall comply with all applicable data protection laws, as well as all other applicable regulations and directives;
- iii. It will notify the Local Government Executives of any actual or suspected data security incident as soon as practicable, but no later than 24 hours after it becomes aware of it, including providing the Local Government Executives with sufficient information for the Local Governments to satisfy their legal and regulatory notice obligations;
- iv. It will promptly return or destroy any Local Government Data upon a legally valid request from any Local Government Executive for that entity.

C. Digital Accessibility. To the extent applicable, Contractor shall comply with and the work product provided under this Agreement shall comply with the provisions of C.R.S. § 24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Office of Information Technology (OIT) according to C.R.S. § 24-85-103(2.5). Contractor shall also

comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines, incorporated in the State of Colorado technology standards.

D. Health Information Privacy Laws. Contractor and their employees, agents, and subcontractors shall comply with HIPAA and any State health information privacy laws.

E. Non-Discrimination. Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, Title II of the Americans with Disabilities Act of 1990, the Fair Housing Act, and all local, state, and federal laws regarding discrimination and unfair employment practices, including but not limited to all housing lotteries and other housing-related functions. Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, color, creed, religion, gender, gender identity, national origin or ancestry, disability, age, sex, sexual orientation, socio-economic status, marital status, veteran status, or any other basis prohibited under law.

F. Officials Not to Benefit. No elected or employed member of the Local Governments shall be paid or receive, directly or indirectly, any share or part of this Agreement or any fiduciary benefit that may arise therefrom. Contractor shall not offer or negotiate any form of individual fiduciary, monetary, and/or contractual interests, to any Local Governments' elected or appointed officials who are entrusted with the negotiation, development, and oversight of this Agreement, to the extent such conduct may reasonably constitute a violation of C.R.S. § 24-18-101 to § 24-18-206 and/or Article XXIX of the Colorado Constitution.

G. Worker's Compensation & Insurance. Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement.

14. DOCUMENTS AND RECORDS REQUESTS. This Agreement and all Contract Documents are publicly-available documents under Colorado law. The Contractor may use any language herein for negotiating and executing its own separate contracts with any other private or governmental entities. All documents and other written work product generated or produced by Contractor under this Agreement becomes the property of County, City, and Town and shall be promptly available to County, City, and Town upon request. The parties acknowledge that County, City, and Town are governmental entities formed according to Colorado law, which are subject to the Colorado Open Records Act, C.R.S. § 24-72-200 *et seq.* ("CORA"). In the event the County, City, or Town receives a third-party request under CORA or other legal process that would require production of records generated or produced by Contractor, aside from the Contract Documents or other publicly-available information, the County, City, or Town will inform Contractor of such request and provide Contractor with a copy of any such written request. Contractor shall promptly notify

the County, City, or Town if: (a) production of the requested record would disclose Contractor's trade secrets, privileged information, and/or confidential commercial or financial data legally protected under C.R.S. § 24-72-204(3)(a)(IV) or other applicable law; and (b) whether Contractor desires to pursue a legal action, or intervene in a legal action, to prevent disclosure of such documents. The County, City, or Town shall determine whether to approve, deny, or challenge the underlying CORA request, within its sole discretion. If the County, City, or Town's denial of a third-party request is challenged, the County, City, or Town will notify Contractor of such challenge and provide the Contractor with a written copy of any such challenge. Contractor shall indemnify and hold the County, City, or Town harmless from any claim or judgment as well as any costs and attorney's fees incurred in denying such request or otherwise assisting the County, City, or Town, in any legal response to a denial and/or legal challenge to any denial if requested by Contractor.

15. NOTICE. Notice under this Agreement shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during the normal business hours of the recipient, and otherwise on the next business day following transmission; or (b) certified mail, return receipt requested, postage pre-paid, three (3) business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery when received. Notice shall be given to the parties at the following addresses:

Ouray County Representative:		Contractor Representative:	
Name:	Kara Rhoades	Name:	Andrea Sokolowski
Title:	Interim County Manager	Title:	Executive Director
Mailing Address:	P.O. Box C	Mailing Address:	95 Meadows Circle Ridgway, CO 81432
Physical Address (if different)	541 Fourth Street Ouray, CO 81427	Physical Address (if different)	N/A (see above)
Phone:	970-318-6501	Phone:	970-309-9314
Email:	krhoades@ourayco.gov	Email:	director@hometrusted.org

City of Ouray Representative:		Town of Ridgway Representative:	
Name:	Michelle Metteer	Name:	Preston Neill
Title:	City Administrator	Title:	Town Manager
Mailing Address:	P.O. Box 468	Mailing Address:	P.O. Box 10
Physical Address (if different)	320 6th Avenue Ouray, CO 81427	Physical Address (if different)	201 N. Railroad St.
Phone:	970-318-9701	Phone:	970-626-5308, Ext. 212
Email:	MMetteer@cityofouray.com	Email:	pneill@town.ridgway.co.us

Authority is delegated to the above Contractor Representative, and County, City, and Town Representatives, to issue Notices and other communications under this Agreement, including but not limited to any suspension and/or termination of this Agreement. “Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts. The parties agree that: (a) any notice or communication transmitted by electronic transmission shall be treated in all manners and respects as an original written document; and (b) at the request of either party, any such notice or communication shall be re-delivered, as appropriate, by the party in its original form.

16. SUSPENSION & TERMINATION. In the event of the Contractor’s fraud, illegal conduct, undisclosed conflict(s) of interest, and/or any other action(s) that may result or have resulted in substantial risk(s) or damage(s) to the County, City, or Town, and/or the public health and safety, the Local Government Executives may terminate or suspend this Agreement immediately within their sole discretion.

The Local Government Executives may also suspend Contractor’s Services following a five (5) day written Notice to Contractor, which may or may not additionally lead to potential termination. In the event of any suspension, Contractor shall incur no additional expenses and shall perform no further services for the Local Governments under this Agreement after the date of receipt of the notice of a suspension unless otherwise specified by the Local Governments. If the resumption of Contractor’s Services requires any waiver or change in this Agreement, the parties must mutually agree to such waiver or change, in writing, and the writing must be attached as an addendum to this Agreement.

Any Party’s Representative may also terminate this Agreement for cause, upon thirty (30) days written notice, after notification of default to the other Party that may be in breach, and a reasonable opportunity to cure such default by the other Party that may be in breach, including a good-faith attempt to resolve the dispute in good faith at the lowest practicable staff level by both parties. Any Party’s Representative may additionally terminate this Agreement for any reason at any Party’s sole discretion, without cause and for convenience, upon sixty (60) days written notice to the other Parties.

In the event the underlying Intergovernmental Agreement between the Local Governments (Contract Documents, Attachment A, RFP Exhibit B, attached) is no longer effective and legally valid, this Agreement shall automatically terminate, unless this Agreement is amended to continue in force by any remaining Local Government(s).

In the event of termination, Contractor shall incur no additional expenses and shall perform no further services for the Local Governments under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the Local

Governments. Upon termination for any reason, the Local Governments shall be entitled to a prorated refund for the remainder of the current term or current invoicing period, for any work not performed following termination. In the event the County, City, or Town terminate this Agreement for cause, the below Section 17 titled "Damages" shall apply.

17. DAMAGES. If Contractor fails to complete the Services under this Agreement and/or fails to comply with any material provision of the Agreement, Contractor shall be liable for any and all damages, including with limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County, City, or Town because of such failure. The County, City, or Town may offset any amounts owed to it as damages against any monies due and owing to Contractor under this Agreement. In addition, the County, City, or Town shall be entitled to any other rights and remedies available to it in law or equity.

18. PRE-LITIGATION DISPUTE RESOLUTION. Prior to the commencement of any legal action arising under this Agreement, the Parties shall attempt to confer and resolve the dispute in good faith at the lowest practicable staff level, and then through an informal settlement conference with the Contractor's Executive Director and the Local Government Executives (or equivalent), including legal counsel if the parties opt to have their own counsel present. If those efforts at informal dispute resolution is unsuccessful, a specific condition precedent to the commencement of any judicial proceedings shall be that the Parties engage in mediation before a mutually acceptable mediator, with the costs for such mediation to be borne equally by each Party, subject to the appropriation and availability of funds by the Local Governments.

19. GOVERNING LAW, JURISDICTION & VENUE. The rights and duties of the Parties under this Agreement shall be exclusively by the laws of the State of Colorado, regardless of any conflicts of law provisions. The courts of the State of Colorado, Seventh Judicial District, Ouray County, shall have sole and exclusive jurisdiction and venue for any disputes or litigation arising under this Agreement. In action between the Parties to interpret or enforce the terms of this Agreement, or otherwise arising under this Agreement or collateral matters thereto, the Parties shall each be responsible for their own attorneys' fees and costs. In the review of any request or application for injunctive relief under this Agreement the court with jurisdiction may grant that relief without the movant being obliged to post a bond or other financial guaranty. The Local Governments do not agree to binding arbitration by any extra-judicial body or person; nor do these entities intend to waive any right to a jury trial.

20. SPECIAL PROVISIONS.

A. Accident Reporting. Contractor shall immediately notify the County, City, and Town of all accidents involving personal injuries or property damage that occur in connection with its activities contemplated under this Agreement, to the extent it has actual knowledge of such accident, and in no event later than twenty-four (24) hours following any such accident.

- B. Authority. By their signatures below, the Parties acknowledge they have the necessary authority and approvals to execute this Agreement and bind the respective entities.
- C. Binding Effect. This Agreement shall be binding on the Parties, including their officers, employees, agents, representatives, contractors, subcontractors, along with their heirs, successors, and assigns. However, the Contractor shall not assign its rights or delegate its obligations under this Agreement without the County, City, and Town's prior written consent.
- D. Conflict of Interest. Contractor shall not knowingly perform any act that would conflict in any manner with the performance of services under this Agreement. Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of services.
- E. Construction and Interpretation. The Parties, as signatories below, have had the opportunity to review this Agreement including with counsel, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party. The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- F. Integration and Amendments. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement. No promise, representation, negotiation, or other understanding, shall be of any legal force or effect unless embodied herein in writing. Any changes to this Agreement shall require a written amendment to this Agreement, or administrative renewal specified under Section 4, mutually agreed to and executed by the Parties.
- G. Electronic Signatures and Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the execution of this Agreement with electronic signatures and electronic records. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101 et seq.
- H. Records Retention. Contractor shall maintain all records, including working papers, notes, and financial records for a reasonable period which is no less than any retention period required under law, and make them available for County, City, and/or Town inspection and audit which it may require for any purpose authorized by law.
- I. Remedies. A Party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law, unless otherwise provided as a sole and exclusive remedy herein. No Party shall be obligated to provide additional remedies or process beyond those specified herein, unless such is legally required.

J. Severability. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect.

K. Survival of Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Such provisions include but are not limited to County, City, and Town's reservation of governmental immunity, Contractor's obligations to provide insurance and indemnification, and the Local Governments' other remedies against Contractor specified herein, for claims, liabilities, and damages, of any nature whatsoever.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement effective as of October 14, 2025.

OURAY COUNTY, COLORADO

_____ (signature)

Date: _____

Name: Jake Niece

Title: Chair, Board of County Commissioners

ATTEST:

_____ (signature)

Title: Deputy Clerk of the Board

CITY OF OURAY, COLORADO

_____ (signature)

Date: _____

Name: Ethan Funk

Title: Mayor

ATTEST:

_____ (signature)

Title: City Clerk

TOWN OF RIDGWAY, COLORADO

_____ (signature)

Date: _____

Name: John Clark

Title: Town Manager or designee

ATTEST:

_____ (signature)

Title: Town Clerk

HOME TRUST OF OURAY COUNTY (CONTRACTOR)

_____ (signature)

Date: _____

Name: _____

Title: _____

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CONTRACT ATTACHMENT A (PROPOSAL) INCLUDED ON FOLLOWING PAGES



Home Trust of
Ouray County

May 28, 2025

Affordable Housing Services Administrator Proposal

Prepared for

Ouray County Administration

Presented by:
Andrea Sokolowski
director@hometrusted.org
970-309-9314

Home Trust of Ouray County
95 Meadows Circle
Ridgway, CO 81432
hometrusted.org



A: Cover Letter

Home Trust of Ouray County
95 Meadows Circle
Ridgway, CO 81432
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.



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 4th 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 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
1-75	\$91,887.14	\$8,269.84	\$100,156.98
76-151	\$119,453.28	\$9,556.26	\$129,009.55
152-277	\$155,289.27	\$10,870.25	\$166,159.52
* ANNUAL FEE IS BASED ON A CONTRACT YEAR.			

***Percent of Time Spent Per Year*

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

* 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.



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%

- “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.



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.



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.*



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
Ouray County

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.





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.



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



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 B

Company Information Form

Signature:  Date: 3/25/2025

Printed Name: Andrea Sokolowski

Title: Executive Director

Consulting Firm's Name: Home Trust of Ouray County

Address: 95 Meadows Cir

City: Ridgway State, Zip: CO 81432

Telephone: (970) 309-9314

Cell: same

Fax: —

Email: director@hometrsta.org



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.



- **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.



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!!"

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CONTRACT ATTACHMENT B (RFP) INCLUDED ON FOLLOWING PAGES

Affordable Housing
Services Administrator

Request for Proposals

**Request for Proposal
Affordable Housing Services Administrator**

Ouray County, City of Ouray and Town of Ridgway are seeking Requests for Proposals for an Affordable Housing Services Administrator. In December of 2024, Ouray County, the Town of Ridgway and the City of Ouray entered into an Intergovernmental Agreement (IGA), to establish an Affordable Housing Services Administrator. The RFP is the next step in the procurement of an Administrator. The Administrator would be a separate entity and not an employee of Ouray County, City of Ouray or Town of Ridgway and shall perform its duties under the Scope of Work and the IGA Agreement (RFP: Exhibit A).

Proposers shall submit two (2) paper copies and a flash drive 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. The full Requests for Proposals can be accessed on the following websites: Ouray County www.ouraycountyco.gov, Town of Ridgway <https://townofridgway.colorado.gov>, and the City of Ouray <https://www.cityofouray.com>.

Ouray County 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 overall value" to the County in accordance with the Ouray County Purchasing Policy.

Published on: May 1, 2025
Ouray County Plaindealer

Posted on: County and Municipalities' Websites
Ouray County Courthouse Exterior Bulletin Board

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.

- 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'

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:

- **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.

- 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>Thursday, June 12, 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

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

**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

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

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

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:

- 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

With copies to:
Ouray County Attorney
P.O. Box C
Ouray, CO 81427
lcaselli@ourayco.gov

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

With copies to:

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

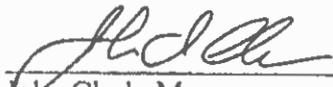
With copies to:
Town Attorney
152 Colorado Ave.
Montrose, CO 81402
bo@coloradowestlaw.com

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:



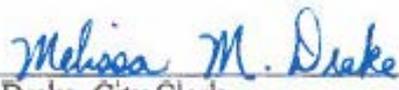
~~Pam Kraft, Town Clerk~~
 Karen Christian, Deputy Clerk

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

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).

- 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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Company Information Form

(please print)

Company Name: _____

Authorized Company Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company Address: _____

Telephone: _____

Cell: _____

Email: _____

CITY OF OURAY
Professional Service Agreement (PSA)

THIS AGREEMENT (Agreement) is made and entered into as of the date of the last signature hereto (Effective Date), by and between the **CITY OF OURAY**, a Colorado home rule municipal corporation (the City); and **MOUNTAIN AIR MUSIC INC.**, a Colorado not-for-profit corporation with its principal place of business being 124 6th Ave, Ouray, Colorado (the Professional).

WHEREAS, the Town desires that the Professional perform the services of production and support to put on a concert to celebrate the City's 150th Anniversary as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the Scope of Work attached as **Exhibit A** and the budget attached as **Exhibit B** (the Services); and

WHEREAS, the Professional desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF PROFESSIONAL SERVICES. The City agrees to retain the Professional to provide the Services set forth herein, and as further specified in **Exhibit A** and **Exhibit B**, attached hereto and incorporated herein by reference, and the Professional agrees to so serve. The Professional warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in **Exhibit A** and **Exhibit B** upon written notice to the Professional and request additional, as-needed services consistent with the Services identified in **Exhibit A** and **Exhibit B**. In the event of any conflict between this Agreement and **Exhibit A** or **Exhibit B**, the provisions of this Agreement shall prevail.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services on October 3, 2026.
3. FEES FOR SERVICES. Subject to annual appropriation and in consideration of the Services to be performed pursuant to this Agreement the City shall pay the Professional Twenty-Five Thousand Dollars (\$25,000) for booking and production services (the Production Fee) and a sum not to exceed One-Hundred Thousand Dollars (\$100,000) for other concert expenses (the Concert Fee) for a total sum not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00).
4. FEES FOR SERVICES: City shall pay a deposit of Twenty-Five Thousand Dollars (\$25,000)

upon the execution of this Agreement to facilitate the booking of the primary acts and production services. The Professional shall document the Deposit and provide to the City a detailed spending report showing application of the Deposit to the Services. The Professional shall apply the Deposit toward the Concert Fee. Subject to approval of the 2026 City budget, the City shall pay the Twenty-Five Thousand Dollar (\$25,000) Production Fee on or about February 2, 2026 but no later than February 16, 2026. Thereafter the Professional shall submit detailed monthly invoices to the City describing the Services rendered. The City shall have access to backup documentation, upon request. Indirect charges shall not be added to subcontractor work. The City shall pay the invoice within fifteen (15) days of receipt of the management report and invoice unless the work or the documentation is unsatisfactory. Payments made after fifteen (15) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation, therefore.

5. CITY REPRESENTATIVE. The City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.

6. INDEPENDENT PROFESSIONAL. The services to be performed by the Professional are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Professional, or their successors or assigns. No agent or employee of the Professional shall be or shall be deemed to be the employee or agent of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Professional. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Professional. The Professional will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Professional will pay all federal and state income tax on any money paid pursuant to this agreement.

7. INSURANCE. The Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Professional. The Professional shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverage. The City reserves the right to request and receive a certified copy of any policy.
 - a. The Professional shall procure and maintain the minimum insurance coverage listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for

any employee of the Professional engaged in the performance of work under this agreement.

- b. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
 - c. Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Professional upon demand, or the City may offset the cost of the premiums against any monies due to the Professional.
 - d. The Professional shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Professional understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
9. INDEMNIFICATION. To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Professional or any third party under the control or supervision of the Professional, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Professional or the Professional's agents, representatives, subcontractors, or suppliers. To the extent the Agreement contains any obligation by the City to indemnify the Professional, the Parties agree that the City cannot provide indemnification under law and any such provision is null and void, and unenforceable.
10. LIABILITY LIMITATIONS. Any term included in the Agreement that requires the City to indemnify or hold the Professional harmless; requires the City to agree to binding arbitration; limits the Professional's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in the Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109 C.R.S. Any term included in this Agreement that limits the Professional's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.
11. ACKNOWLEDGMENT AND ACCEPTANCE OF RISK. The Professional acknowledges and accepts that its performance of the Services subjects the Professional to potential hazards, risks and dangers, both known and unknown. Without limitation, those risks include acts of

God, the force of nature, the negligent and reckless acts of commission or omission by others (herein Risks). The Professional acknowledges and agrees that such list in no way limits the extent or reach of this Agreement. Acknowledging the above, the Professional voluntarily agrees and accepts full responsibility for all the Risks, possible risks, hazards and dangers of performing the Services.

12. ASSIGNMENT. The Professional shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
13. AGREEMENT SUBJECT TO APPROPRIATION. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Ouray Municipal Code and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
14. LEGAL COMPLIANCE. The Professional shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
15. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
16. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed in this agreement. Each person signing the contract guarantees that they have authority to bind the City or Professional.
17. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
18. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term or provision held to be invalid.
19. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both 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 the venue shall be in Ouray County, Colorado.
20. CORA. The parties understand and recognize the application of the Colorado Open Records Act (C.R.S. § 24-72-200 et seq.) ("CORA") to the Agreement. Any disclosure of

Confidential Information pursuant to CORA shall not constitute a violation of the Agreement.

21. TAX EXEMPT. The City is exempt from federal excise taxes and from State and local sales and use taxes. The City shall not be liable for the payment of any excise, sales, or use taxes imposed on the Professional. A tax exemption certificate will be made available upon the Professional's request. The Professional shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that the Professional may wish to have in place in connection with the Agreement.
22. GENERAL WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
23. WAIVER OF CONSEQUENTIAL DAMAGES. In the event this Contract is breached, neither party shall be liable for consequential damages arising out of such breach. If any other term of this Agreement is found unconscionable or unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential damages shall continue in full force and effect.
24. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
25. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as the original.
26. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

IN WITNESS WHEREOF, the City and the Professional have signed this agreement effective the day and year first written above.

CITY OF OURAY:

Ethan Funk, Mayor

Attest:

Melissa M. Drake, Clerk

MAMS PROFESSIONAL:

David Turner, Chair, Board of
Directors

EXHIBIT A



City of Ouray
Attn: Michelle Metteer
PO BOX 468
Ouray, CO 81427

Dear Michelle,

Please find below the requested summarized statement of Mountain Air Music, Inc.'s proposed work for the 150th Anniversary Concert, along with a breakout of each deliverable and anticipated cost.

Please let us know if you need additional information and thank you for partnering with us on this fantastic celebration.

Best,

Katharina Papenbrock
On behalf of the Board of Directors, Mountain Air Music, Inc.

Mountain Air deliverables:

- A. Talent booking and management
 - a. Details:
 - i. Band booking, transportation and lodging detail management
 - ii. Band stage plots management and backline orders
 - b. Timeline: 2025 (at signing of City agreement) through October 3, 2025
 - c. Associated Costs: \$84,000.00
- B. Staging/Sound/Lighting
 - a. Details:
 - i. Booking of temporary stage, sound and lighting engineers
 - b. Timeline: July 2025 - January 2026
 - c. Associated Costs: \$20,000.00
- C. Facility Support
 - a. Details:
 - i. Support to City of Ouray staff for Fellin Park set up recommendations and contacts for food vendors, perimeter control, emergency access, facility needs (restrooms, trash, ice, security companies, etc.)
 - ii. Use of Mountain Air Beer tent, perimeter/stage fencing equipment and other concert infrastructure supplies, as requested by City of Ouray
 - b. Timeline: 2025 (at signing of City agreement) through October 3, 2025
 - c. Associated Costs: n/a
- D. Production support and volunteers for music/hospitality/sound/lighting
 - a. Details:
 - i. Days prior and day of staffing of concert to support bands, stage company, and sound and lighting engineers



- ii. Band transportation, lodging and hospitality at concerts per rider requirements
 - b. Timeline: October 1 - 3, 2026
 - c. Associated Costs: \$11,000
- E. Marketing support through Mountain Air social channels and website
 - a. Details:
 - i. Design input and recommendations for the design of concert poster or other City of Ouray marketing collateral
 - ii. Concert listing on ouraymusicseries.com
 - iii. Concert announcements and sponsor shout-outs on social media
 - iv. Support to City of Ouray staff on sites and contacts for concert listings and media outreach (newspaper, radio, event calendars)
 - b. Timeline: April 2026 - October 2026
 - c. Associated Costs: n/a
- F. General Liability Insurance with City of Ouray named as additional insured
 - a. Details: n/a
 - b. Timeline: 2025, at signing of City agreement
 - c. Associated Costs: n/a
- G. Contingency
 - a. Associated Costs: \$10,000

City of Ouray deliverables:

- A. Beverage Sales
- B. Park set up staff support
- C. Concert security
- D. Event permitting
- E. Special Event insurance, with Mountain Air named as additional insured.
- F. Parking Access. The City will provide all access necessary for Contractor's personnel to perform their designated duties, as well as accessibility to venue and set-up site. Suitable parking will be provided at Fellin Park within the Miner's Park and RV parking areas.
- G. Food and retail vendor management
- H. Marketing
- I. Volunteer support

EXHIBIT B

10:45 AM 04/28/21 Mountain Air Music, Inc. Profit & Loss Budget Overview January through December 2020

	October 2026 Budget	Notes	Actuals
Ordinary Income/Expense			
Income			
43300 · Direct Public Grants			
43330 · Foundation and Trust Grants	\$ -		
43340 · Nonprofit Organization Grants	\$ -		
Total 43300 · Direct Public Grants	\$ -		\$ -
43400 · Direct Public Support			
43450 · Individ, Business Contributions	\$ 125,000.00	City of Ouray 150th Budget (\$100,000 budgeted for 2025 fiscal year, \$25,000 budgeted for 2026 fiscal year)	
Total 43400 · Direct Public Support	\$ 125,000.00		\$ -
45000 · Investments			
45030 · Interest-Savings, Short-term CD	\$ -		
Total 45000 · Investments	\$ -		\$ -
46400 · Other Types of Income			
46430 · Miscellaneous Revenue	\$ -		
Total 46400 · Other Types of Income	\$ -		\$ -
47200 · Program Income			
47240 · Program Service Fees	\$ -		
Total 47200 · Program Income	\$ -		\$ -
49000 · Special Events Income			
49020 · Special Events Sales (Nongift)	\$ -		
Total 49000 · Special Events Income	\$ -		\$ -
Total Income	\$ 125,000.00		\$ -
Gross Profit	\$ 125,000.00		\$ -
Expense			
62100 · Contract Services			
62150 · Outside Contract Services			
62156 · Series Coordinator - Mountain Air Musi	\$ 25,000.00	Flat production management fee	
Total 62150 · Outside Contract Services	\$ 25,000.00		\$ -
Total 62100 · Contract Services	\$ 25,000.00		\$ -
63000 · Event Expenses			
63200 · Musician & Talent Expenses	\$ 59,000.00	Saturday concert - 3 bands - 30k headliner, 6k support, 2k opener	
63300 · Sound/Lighting Technician	\$ 15,000.00	Sound & lighting technician Stage rental (may change if we need a larger stage based on the band needs; SL100 is the one quoted here: approx. 20'x24', can add wings to create a 20x28' stage; SL 250 or SL600 are larger and could approach 20k)	
63400 · Rental Equipment	\$ 5,000.00		
63500 · Beverage Expenses	\$ -		
63600 · Event Insurance & Security	\$ -	*need to discuss event insurance with City of Ouray, with City of Ouray as SEP holder for liquor license	
63700 · Local Permits	\$ -		
63000 · Event Expenses - Other	\$ 11,000.00	Hotel stays for musicians 20 rooms @ \$250/night for 2 nights; Hospitality costs: about 30 people @ \$35 per person for buyout or direct food	
Total 63000 · Event Expenses	\$ 90,000.00		\$ -
65000 · Operations			
65020 · Postage, Mailing Service	\$ -		
65040 · Event Supplies	\$ -		
Total 65000 · Operations	\$ -		\$ -
65100 · Other Types of Expenses			
65110 · Marketing Expenses	\$ -		
65180 · Merchandise Purchases	\$ -		
65160 · Other Costs	\$ -		
Total 65100 · Other Types of Expenses	\$ 10,000.00	contingency cost for any inflation/adjustments for stage and lighting/sound adjustments	\$ -
Total Expense	\$ 125,000.00		\$ -
Net Ordinary Income	0.00		0.00
Net Income	0.00		0.00



August 21, 2025

To: Preston Neill, Ridgway Town Manager
Michelle Metteer, Ouray City Administrator
Kara Rhoades, Ouray County Interim County Manager

From: Paul Major

Re: Ouray Affordable Housing Services Administrator and the Deed Restriction Program Administration

As a follow-up to our call on August 14, I wanted to highlight the discussed timelines and present a specific ask for funding. I have attached the August 1 memo as background.

Timeline

- To enable effective transition from IDS to HTOC, HTOC administrator staff person must be in place by November 1. This will allow two months of training and technical assistance from IDS.
- To allow HTOC to hire staff by November 1, it is suggested that the draft contract should be presented to the 3 governments by September.

Funding Request

Amended to \$3000/mo

- Ouray IGA partners pay ~~\$4,000/month~~ starting September 1, 2025, for the Rural Homes/IDS continued and training/technical assistance services.
- Rural Homes will maintain the existing contract with IDS through December 30, 2025.
- Ouray IGA partners pay billable hours for any Rural Homes deed restriction legal services.

Please let me know next steps. Thank you.



August 1, 2025

To: Preston Neill, Ridgway Town Manager
Michelle Metteer, Ouray City Administrator
Kara Rhoades, Ouray County Interim County Manager

From: Paul Major

Re: Ouray Affordable Housing Services Administrator and the Deed Restriction Program Administration

As we approach the planned transition from Rural Homes to the Home Trust of Ouray County (HTOC) as the selected Ouray Affordable Housing Services Administrator (“IGA”) and the subsequent deed restrictions administration duties, I wanted to share a transition proposal and request a call to discuss and get your feedback.

Impact Development Services (IDS) is currently under contract by Rural Homes to provide deed restriction administration duties for the Ridgway Wetterhorn and Ouray Waterview affordable housing projects. IDS’s contract expires on December 30, 2025.

I understand that the IGA partners will need time to finalize the contracts with HTOC and that HTOC will need time to hire and train someone for the administrator position.

I propose a transition plan that allows Rural Homes/IDS to provide a smooth transition to HTOC with adequate training, technical assistance, legal counsel and to share the costs of the transition.

Rural Homes has paid the cost of the deed restriction administration and legal services since April 2022 for the Wetterhorn and Waterview projects to cover the first-time sale of homes. Rural Homes has one home in Ouray to sell for which deed restriction applicants processing will be required and will be paid by Rural Homes.

I would propose the following:

- Rural Homes maintains the existing contract with IDS through December 30, 2025, to provide applicant review, and processing exception requests, home re-sale and capital improve requests.
- Town of Ridgway Workforce and Housing Committee apply the pending 1% re-sale fee to the Ouray IGA partners fund.
- Ouray IGA partners pay \$4,000/month starting August 15, 2025, for the Rural Homes/IDS services.
- Ouray IGA partners pay billable hours, if any, for any Rural Homes deed restriction legal services related to the Ridgway Wetterhorn and Ouray Waterview projects beginning August 15, 2025.

Please let me know when we could schedule a call to discuss the proposal.

Thank you.

Paradox Community Trust dba Rural Homes, LLC
PO Box 4222
Telluride, CO 814354222 US
9702092880
paul@ruralhomesproject.co

Invoice

BILL TO

City of Ouray
Melissa Drake
PO Box 468
Ouray, Colorado 81427

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
00010	09/11/2025	\$1,000.00	09/21/2025	Net 10	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Deed Restriction Program Administration	September 2025	1	1,000.00	1,000.00

BALANCE DUE

\$1,000.00

Ouray City Council Vacation Proposal

Presented by: Marta Emrick

210 9th Avenue, Ouray, CO 81427

mlgrady@mac.com/ Phone: 714-721-2356

Purpose:

Respectfully requesting that the City consider vacating the unused parcel of city-owned land adjacent to my property located at 210 9th Avenue.

See below diagram for requested vacated land:



- **Green outline** indicates my property at 210 9th Avenue.
- **Red outline** marks the adjacent city-owned parcel I am requesting to be vacated.

Personal Stewardship:

Maintained the adjacent city-owned parcel for over seven years while investing approximately \$10,000 in upkeep—including mowing, watering, trimming trees, debris removal, etc.

Proposed Use:

If vacated and transferred, would consider building an accessory dwelling unit (ADU) to serve as a long-term rental.

Community Benefit:

ADU could help address Ouray's housing shortage, enhance neighborhood appeal, and potentially increase property values.

Alignment with City Goals:

The proposal supports sustainable development and could potentially expand housing options for local residents and workers.

Commitment to Compliance:

Committed to ensuring any development complies with city regulations and enhances the neighborhood's character.

Openness to Collaboration:

Open to feedback and willing to adjust the proposal to better align with the City's goals.

Closing:

Looking forward to discussing this further and working together toward a positive outcome.

Lighting Ordinance

Purpose

The purpose of this ordinance is to preserve and protect the natural dark sky resource by way of regulating outdoor lighting in order to minimize light pollution, enhance the nighttime environment, and ensure that lighting is installed and maintained in a manner that is safe, and limits off-site impacts to neighboring properties.

Scope

This section would apply to all new development subject to the Ouray Municipal Code (“OMC”).

Introduction

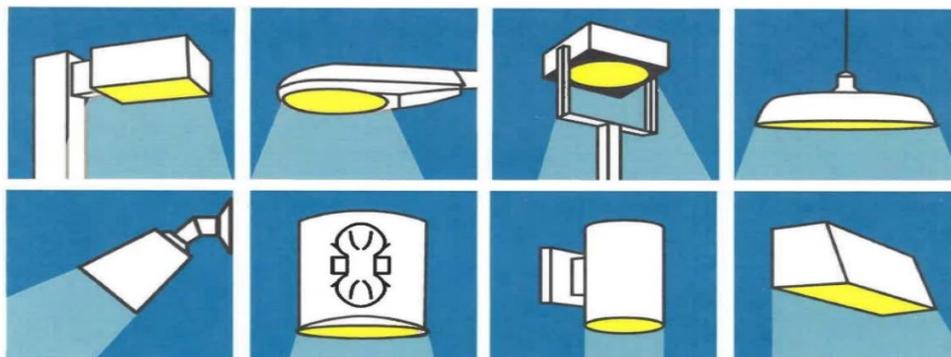
The introduction of a lighting ordinance within the City of Ouray (“City”) will balance the need for safe, functional lighting with minimizing impacts on neighboring properties, the environment, and the City’s rural mountainous character. Lighting should provide safety and security for residents, pedestrians, and drivers, while reducing glare, light trespass, and skyglow. Additionally, it should preserve the City’s small-town character, historic areas, and scenic qualities through the incorporation of community input and neighborhood concerns, while at the same time promote energy-efficient practices. These considerations will guide fair and consistent application of the ordinance as the community moves forward.

Considerations

A lighting ordinance is typically included in the City’s land use portion of the code large in part because it regulates the placement, design, and intensity of outdoor lighting, while technical matters such as wiring and electrical safety remain under the building code. To avoid placing undue burden on property owners, the ordinance would apply only to new development, not legally existing uses of property. Given Ouray’s remote mountain setting, consideration should also be given that lighting regulations further protect the community’s character, minimize off-site impacts such as glare and light trespass, and preserves the scenic and environmental qualities valued by visitors and residents.

Design

All outdoor lighting should be designed to provide adequate illumination for safety and functionality while minimizing off-site impacts. Fixtures must be properly shielded to prevent glare and direct light away from neighboring properties, and the night sky. Lighting coverage should be limited to the intended area and avoid excessive spillover. Examples of coverage and shielding are illustrated in the figure below.



Staff envisions housing the new lighting standards within the land use section of the code, while updating the building code requirements as needed. These standards would establish clear design guidelines for the placement and intensity of exterior lighting, balancing functional needs with the preservation of dark skies and ensuring that new construction and renovations are thoughtfully designed to minimize light pollution.

Lastly, in addition to design standard, OMC includes a nuisance section in Chapter 10, which provides a framework for addressing issues that negatively impact the community. When implementing the new lighting standards, we would look to apply these nuisance provisions through performance and design standards, allowing the City to enforce excessive or improperly directed lighting that disrupts neighbors or the character of the area.

Enforcement

When considering a new lighting ordinance in a rural mountain town like Ouray, as with any new regulation, it can present both opportunities and challenges. On the positive side, adopting some level of regulation can and will help preserve the community's valued dark skies, protect views of the night sky that residents and visitors treasure, and reduce unnecessary light pollution that can impact both wildlife, neighbors, and the sense of place. For enforcement purposes, we would contemplate using a lumen spot meter to ensure lighting levels comply with the ordinance, providing an objective, measurable standard for both residents and enforcement staff. Such measures are increasingly recognized as part of maintaining the unique character of mountain towns.

On the other hand, creating a new ordinance also introduces a new type of enforcement that the City has not previously undertaken. This means additional staff time for outreach, monitoring, and compliance (e.g., additional review standards, purchasing of equipment), which can strain already limited capacity and may require shifting priorities or dedicating new resources.

Staff Review

While it is ultimately the City Council's responsibility to consider and adopt new land use regulations which are then implemented and administered by staff, there is a clear opportunity to address an existing issue. Based on a review of practices in other communities, recent feedback from local residents, and the absence of any current lighting standards, staff does support the consideration of drafting a new, even modest set, of lighting standards, which would then provide clarity, promote consistency in development, and help preserve the character of the community.

Recommended Action

Below are three considerations identified by staff regarding this potential code amendment:

- A.** Direct staff to draft a lighting ordinance for inclusion in the land use portion of the OMC. This ordinance would establish basic standards for lighting for new development projects. It would *not* be tied to formal "dark sky" certification but would create a framework for regulating lighting where currently no standards exist.
- B.** Provide additional direction to staff through this discussion or an upcoming work session. This would allow exploration of other potential approaches, such as voluntary guidelines or educational outreach, before deciding whether to move forward with formal regulations.
- C.** Take no action at this time and allow the next elected officials to consider the issue. Because it is an election year, this would defer the decision until after future leadership has an opportunity to weigh priorities and staff capacity.



Police Department

P.O. Box 468
320 6th Avenue
Ouray, CO 81427
(970) 325-7211

**CITY OF OURAY
POLICE DEPARTMENT – Police Fleet Replacement lease
PRESENTATION TO CITY COUNCIL
Date: October 6, 2025**

Prepared by: Interim Chief of Police, Daric Harvey

Background

The Ouray Police Department (OPD) seeks to acquire five (5) new Ford Police Interceptor Utility (PIU) vehicles to replace its aging fleet. The approach involves:

1. Vehicle acquisition from Ken Garff Ford.
2. Law enforcement upfitting through L.A.W.S. (Lights And Warning Systems).
3. Financing under a municipal lease program through Ford Motor Credit.

This package ensures full deployment readiness, predictable annual costs, and compliance with TABOR non-appropriation requirements.

Vehicle Acquisition – Ken Garff Ford

Ken Garff Ford (Greeley, CO) has confirmed immediate availability of five (5) in-stock 2025 Ford PIU Hybrid units priced at \$45,900 each.

- Total Vehicle Cost (5 units): \$229,500

Police Upfitting – L.A.W.S.

L.A.W.S. provided a revised upfitting estimate including emergency lighting, sirens, consoles, antennas, partitions, and graphics at \$11,497 per vehicle.

- Total Upfit Cost (5 units): \$57,485

Financing – Ford Motor Credit (FMCC)

Ford Motor Credit Municipal Finance proposes a 7% interest, 5-year municipal lease with \$1 residual. The following table shows estimated costs under two scenarios: (1) no down payment, and (2) \$75,000 down payment.

Estimated Costs Comparison

Scenario	Per Vehicle	Total (5 Units)	Annual Lease (7%)
No Down Payment	\$57,397	\$286,985	\$13,060 / \$65,300
\$75,000 Down Payment	\$42,397	\$211,985	\$10,300 / \$51,500

Discussion Points for Council

1. Immediate Availability – Five hybrid Ford PIUs are in stock now, reducing deployment delays.
2. Cost Efficiency – The revised F.L.A.S.H. package lowers per-unit upfit cost compared to prior estimates.
3. Fiscal Predictability – Annual payments range from approximately \$51,500 (with \$75k down)



Police Department

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to \$65,300 (no down payment).

4. Ownership – At lease completion, vehicles transfer to the City for \$1 each.

Recommendation

Staff recommends that Council:

1. Approve the purchase of five (5) PIU units from Ken Garff Ford.
2. Approve the upfitting contract with L.A.W.S. at \$11,497 per vehicle.
3. Authorize financing through Ford Motor Credit at 7% over five years with \$1 residual, with consideration of either a no down payment structure or a \$75,000 down payment to reduce annual obligations.

✦ Next Steps: Upon Council approval, staff will send a letter of intent to Garff Ford and prepare a resolution authorizing execution of contracts with Ken Garff Ford, F.L.A.S.H., and Ford Motor Credit.

(F.L.A.S.H.) Fleet Light and Safety Hardware
 826 Colorado 133 unit d-1
 Carbondale, CO 81623
 (970) 694-6562
 info@flash-systems.com

Estimate #1019

Created: 10/01/2025
 Payment Term: Net 30
 Service Writer: Eric Dasko

Ouray Police Department
 Mobile: (970) 708-1366
 dharvey@cityofouray.com

Customer Comments

All install work from F.L.A.S.H is service life of vehicle warranty.
 All products come with their respective warranties.
 Quote for all new Whelen, Havis, and ProGuard products.

-WHELEN PRODUCT-

Description	Price	QTY	HRS	Subtotal
Labor: Whelen product install			16	\$1,760.00
Labor: Radio and radar Install			1	\$110.00
Part: Whelen Model # 9XS2P3J: 54" Edge, Short, WecanX DUO Lightbar	\$1,581.25	1		\$1,581.25
Part: Whelen C399 CORE Package. Includes: -C399 -CCTL7 -C399SP	\$1,178.75	1		\$1,178.75
Part: Whelen SA315P w/ SAK73 Speaker Bracket	\$226.80	1		\$226.80
Part: T-Series Lighthouse Trio Red/Blue/White.	\$168.71	2		\$337.42
Part: Vertex Super LED DUO Red/Blue	\$97.20	2		\$194.40
Part: Whelen Duo Vertex - Red/White	\$97.20	1		\$97.20
Part: Whelen Duo Vertex - Blue/White	\$97.20	1		\$97.20
Part: Whelen Model # VTXADAPT: Twist-In Adapter for use with Ford Police Utility, 2020-2025, Factory Prep Option	\$12.23	2		\$24.46
Part: Whelen Lightbar, 32" Long, 6 Lighthoods with Flat End Caps (3 Red/ Amber, 3 Blue/Amber)	\$890.10	1		\$890.10
Part: 16 Output, 4 Input WeCanX™ Expansion Module	\$200.60	1		\$200.60
Part: Untitled part	\$540.00	1		\$540.00
			Discount (12.5%): (\$904.77)	Total: \$6,333.41

- HAVIS PRODUCT -

Description	Price	QTY	HRS	Subtotal
Labor: Havis product install			4	\$440.00
Part: Havis Model # C-VS-1210-INUT: Vehicle-Specific 22" Angled Console for 2020-2025 Ford Interceptor Utility	\$405.52	1		\$405.52
Part: 4" Self Adjusting Dual Cupholder	\$50.40	1		\$50.40
Part: Havis Model # C-PL2-USB-BL2: Console Accessory Bracket with 2 Lighter Plug Outlets, 1 USB-C & USB Type A Dual Port Charger and 2 Blanks for Rectangular Accessories	\$123.65	1		\$123.65

- HAVIS PRODUCT -			
Part: 11" Slide Out *Low Profile* Locking Swing Arm with	\$272.88	1	\$272.88
Part: Havis Model # C-ADP-110: C-MD-100 Series to C-UMM Bracket Assembly	\$33.02	1	\$33.02
Part: Havis Model # C-UMM-103: Universal Monitor Mount Assembly	\$95.23	1	\$95.23
Discount (12.5%): (\$177.59)			Total: \$1,243.11

- PRO-GUARD PRODUCT -				
Description	Price	QTY	HRS	Subtotal
Labor: Pro-Guard product install			4	\$440.00
Part: Pro-Guard Model # PRPSP4700UINT20A: Space Saver Partition PIU 1/2 Slide Poly Window	\$978.60	1		\$978.60
Part: Pro-Guard Model # S4702UINT20OSB-R: Charcoal Grey ABS, Transport Seat w/ Poly Window Cargo Barrier and Retractable Outboard Seat Belts	\$1,964.20	1		\$1,964.20
Part: Pro-Guard Model # WB47NPUINT20: Steel Window Bars	\$277.20	1		\$277.20
Part: Pro-Guard Model # DPCP47UINT20: Door Covers Plates	\$42.84	1		\$42.84
Part: Pro-Guard Model # GVPMS-H: Vertical Partition Mount Single Weapon Tri-Lock Gun Rack w/Handcuff Key	\$468.72	1		\$468.72
Part: Freight for ProGuard products	\$660.00	1		\$660.00
Discount (12.5%): (\$603.95)				Total: \$4,227.61

Die cut reflective graphics			
Description	Price	QTY	Subtotal
Labor: Graphic install			\$0.00
Part: Die cut graphics	\$270.00	1	\$270.00
			Total: \$270.00

Estimates provided are an approximation of timing and charges to you for the services requested. They are based on the anticipated work to be done. It is possible for unexpected complications to cause some deviation from the original quote. You hereby authorize the repair work described in this estimate to be done along with the procurement of the necessary material(s), including permission to operate the vehicle for on-road testing or inspection. If any additional repairs are required, we will prepare a revised work order providing the cost of additional parts and labor and total revised cost. All parts are new unless specified otherwise. Deposits are non-refundable. No returns or refunds on special ordered items or electrical parts. There is no warranty for used parts or customer supplied parts. You agree that we are not responsible for loss or damage to your vehicle, including loss of articles left in the vehicle, including, without limitation, in case of fire, theft, or any other cause(s) beyond our control.

Labor	\$2,750.00
Parts	\$11,010.44
Subtotal	\$13,760.44
Discount	\$1,686.31
Shop Supplies	\$0.00
EPA	\$0.00
Tax	\$0.00
Grand Total	\$12,074.13
Paid to Date	(\$0.00)
REMAINING BALANCE	\$12,074.13

(F.L.A.S.H.) Fleet Light and Safety Hardware
826 Colorado 133 unit d-1
Carbondale, CO 81623
(970) 694-6562
info@flash-systems.com

Estimate #1019

Created: 10/01/2025
Payment Term: Net 30
Service Writer: Eric Dasko

We are not responsible for any delays caused by unavailability of parts or delays in delivery of parts by the supplier or transporter. You have the right to know before authorizing any additional repairs what those repairs will be and what they will cost. If required repairs exceed the authorized estimated amount, we must obtain your approval to perform the repairs. We will keep you informed and perform only repairs authorized by you.

Signature _____

Prepared for: QM904

TOWN OF OURAY

IN STOCK 2025 HYBRID PIU'S

SGA55091--SGA55100--SGA74152--SGA73821--SGA55409

VEHICLE AS SPEC'D BELOW-----\$ 45,900.00

5 UNITS TOTAL = \$ 229,500.00

PRICE BREAKDOWN ON BOTTOM OF PAGE 1

APPROVED BY X_____

PURCHASE ORDER #_____

STATE AWARD 185153--193819

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520



K8	BASE PRICE-----	\$	68,000.00
758	DELETE COMPLETE #810 PACKAGE-----	\$	< 24,250.00 >
99W	HYBRID ENGINE-----	\$	2,330.00
66A	FRONT HEADLAMP LIGHTING SOLUTION---	\$	900.00
51R	DRIVER LED SPOTLIGHT -----	\$	400.00
52P	HIDDEN DOOR LOCK PLUNGER W/68G-----	\$	160.00
60R	NOISE SUPPRESSION BONDS-----	\$	100.00

TOTAL = \$ 47,640.00

Client Proposal

Prepared by:

JOHN WIENEKE

Office: 970-616-3721

Email: jwieneke@kengarff.com

Date: 09/08/2025



Prepared for:



Prepared by: JOHN WIENEKE

09/08/2025

Ken Garff Ford Greeley | 4901 29th Street Greeley Colorado | 806348723

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A <i>Includes:</i> <ul style="list-style-type: none">- Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).- Transmission: 10-Speed Automatic- 3.73 Axle Ratio- GVWR: 6,840 lbs (3,103 kgs)- Tires: 255/60R18 AS BSW- Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, 6-way power track driver seat (fore/aft up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>- Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i>- SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>
Powertrain	
99W	Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).
44B	Transmission: 10-Speed Automatic
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable
	Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
	<i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i>
	<i>Includes:</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>
66A	Front Headlamp Lighting Solution
	Recommend using ultimate wiring package (67U).
	<i>Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.</i>
	<i>Includes:</i> - Grille LED Lights, Siren & Speaker Pre-Wiring
153	Front License Plate Bracket
51R	Driver Only LED Bulb Spot Lamp (Unity)
87M	8" Rear Camera Image
	<i>In upper lefthand quadrant of display. 1/4 size picture in picture.</i>
52P	Hidden Door-Lock Plunger
	<i>Includes:</i> - Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>

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Price Level: 520

As Configured Vehicle (cont'd)

Code	Description
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + patio timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.</i>
60R	Noise Suppression Bonds (Ground Straps)

Emissions

425	50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
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Exterior Color

UM_01	Agate Black
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Interior Color

9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear
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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,000 lbs. • GCWR: 10,500 lbs. • Vehicle body length: 198.8" • Vehicle body width: 82.6" • Vehicle body height: 69.4" • Wheelbase: 119.1" • Front track: 66.9" • Rear track: 66.9" • Interior rear cargo volume: 52.3 cu.ft. • Interior rear cargo volume with seats folded: 90.6 cu.ft. • Max interior rear cargo volume: 90.6 cu.ft. • Total passenger volume: 118.0 cu.ft. • Headroom first-row: 40.7" • Headroom second-row: 40.4" • Leg room first-row: 43.0" • Leg room second-row: 40.7" • Shoulder room first-row: 61.8" • Shoulder room second-row: 61.3" • Hip room first-row: 59.3" • Hip room second-row: 59.1"

Powertrain

- Spark ignition system • 3.3L V-6 port/direct injection, DOHC, variable valve control, engine with 285HP • Engine cylinders: V-6 • Horsepower: 285 HP@6500 RPM • Torque: 260 lb.-ft. @4000 RPM • Engine oil cooler • Heavy-duty radiator • Hybrid electric motor starter • 10-speed automatic • Automatic full-time AWD • All-wheel drive • Recommended fuel: regular unleaded • Easy Fuel capless fuel filler • All-speed ABS and driveline traction control • Permanent locking hub control • 318.0 hybrid net horsepower • Hybrid torque 322.0 lbs.-ft.

Fuel Economy and Emissions

- Gasoline secondary fuel type • ULEV II emissions

Suspension and Handling

- Standard ride suspension • Gas-pressurized front shock absorbers • Gas-pressurized rear shock absorbers

Driveability

- 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Regenerative brakes • Brake assist system • Hill start assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Rear anti-roll bar • Multi-link rear suspension • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

- Trailer wiring harness • 4 doors • Monotone paint • Body-coloured bodyside cladding • Black wheel well trim • Black side window trim • Black door handles • Black windshield trim • Body-coloured front bumper • Front tow hook • Body-coloured rear bumper • Black front bumper rub strip • Black rear bumper rub strip • Black grille • Convex spotter in driver and passenger side door mirrors • Standard style side mirrors • **Exterior mirror LED spot lights** • Black door mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Liftgate rear cargo door • P255/60RW18 AS BSW front and rear tires • 18 x 8-inch front and rear black steel wheels

Convenience

- Power door locks • Keyfob activated door locks • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • Power first-row windows • Cargo area tray/organizer • Driver foot rest • Power cargo area access release • Heated rear wiper park • Rear window defroster • Fixed rear windshield • Yes rear windshield wipers • Locking glove box • Driver and passenger door bins • Dashboard storage • Retained accessory power • Trip computer • PRND in IP

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Comfort

• Automatic climate control • Dual-zone front climate control • Rear climate control system • Cabin air filter • Rear under seat climate control ducts • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

• Seating capacity: 5 • Bucket front seats • Driver seat with 8-way directional controls • Front passenger seat with 8-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Manual reclining driver seat • Power height adjustable driver seat • Power driver seat fore/aft control • Power driver seat cushion tilt • Power reclining passenger seat • Power height adjustable control passenger seat • Power passenger seat fore/aft control • Power passenger seat cushion tilt • Fixed rear seats • Height adjustable rear seat head restraints • Split-bench rear seat • Driver seat with 2-way power lumbar • Front passenger seat with 2-way power lumbar • Cloth front seat upholstery

Entertainment Features

• 1 total number of 1st row displays • 8 inch primary display • Primary touchscreen display • AM/FM stereo radio • AM/FM • In-vehicle audio • AM radio • FM radio • Seek scan • Auxiliary input jack • External memory control • Standard grade speakers • Speakers number: 4 • Steering wheel mounted audio controls • Voice activated audio controls • Speed sensitive volume • Bluetooth wireless audio streaming • Integrated roof audio antenna

Lighting, Visibility and Instrumentation

• Metal-look instrument panel insert • Digital/analog instrumentation display • Trip odometer • Full gauge cluster screen • Digital clock • Redundant digital speedometer • Driver information center • Tachometer • Engine/electric motor temperature gauge • Engine hour meter • Traction battery level gauge • Gauge cluster display size (inches): 12.30 • Deep tinted windows • Projector beam headlights • LED low and high beam headlights • Auto on/off headlight control • Multiple enclosed headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Rear reading lights • Variable instrument panel light • High mounted center stop light • LED brake lights • Fade interior courtesy lights

Technology and Telematics

• Vehicle integrated emergency SOS system • Bluetooth handsfree wireless device connectivity • Apple CarPlay/Android Auto smart device mirroring • Fleet Telematics Modem selective service internet access • 2 USB ports

Safety and Security

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

• Driver front impact airbag • Seat mounted side impact driver airbag • Curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • Passenger side knee airbag • 7 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • Fleet Telematics Modem vehicle tracker • Security system • BLIS (Blind Spot Information System) • Pre-Collision Assist with Pedestrian Detection • Rear Cross-Traffic Braking collision mitigation • Pre-Collision Assist with Pedestrian Detection • External acoustic pedestrian alert • Rear camera with washer • Electronic stability control system with anti-rollover • Reverse Sensing System rear parking sensors • Manual rear child safety door locks

Dimensions

General Weights

Curb weight	5,090 lbs.	GVWR	6,840 lbs.
Payload	1,500 lbs.		

Trailing Weights

Conventional capacity	5,000 lbs.	GCWR	10,500 lbs.
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Off Road

Min ground clearance	7.5"	Loading floor height	30.9"
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	82.6"
Vehicle body height	69.4"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.3 cu.ft.	Max interior rear cargo volume	90.6 cu.ft.
Interior cargo area max width	47.9"	Interior rear cargo volume with seats folded	90.6 cu.ft.
Length to rear seat	46.2"		

Interior Volume

Total passenger volume	118.0 cu.ft.
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Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.0"	Leg room second-row	40.7"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	61.8"	Shoulder room second-row	61.3"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	59.3"	Hip room second-row	59.1"
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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Powertrain

Engine

Engine 3.3L V-6 port/direct injection, DOHC, variable valve control, engine with 285HP
Engine cylinders V-6
Ignition Spark ignition system

Engine block material Iron engine block

Valves per cylinder 4

Engine location Front mounted engine
Engine mounting direction Longitudinal mounted engine
Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 3.3L
Bore 3.56"
Compression ratio 12.0

cc 204 cu.in.
Stroke 3.41"

Engine Power

Horsepower 285 HP@6500 RPM

Torque 260 lb.-ft. @4000 RPM

Alternator

Alternator amps 220A

Alternator type Hybrid electric motor alternator

Battery

Battery amps 92Ah
Battery rating 850CCA

Battery type HD lead acid battery

Engine Extras

Engine cooler Engine oil cooler
Starter Hybrid electric motor starter

Radiator Heavy-duty radiator

Transmission

Transmission 10-speed automatic

Overdrive transmission Overdrive transmission
First gear ratio 4.696
Third gear ratio 2.146
Fifth gear ratio 1.52
Reverse gear ratio 4.866
Eighth gear ratio 0.854
Tenth gear ratio 0.636

Transmission electronic control Transmission electronic control
Lock-up transmission Lock-up transmission
Second gear ratio 2.985
Fourth gear ratio 1.769
Sixth gear ratio 1.275
Seventh gear ratio 1
Ninth gear ratio 0.689
Selectable mode transmission Selectable mode transmission

Transmission oil cooler Transmission oil cooler

Drive Type

4WD type Automatic full-time AWD

Drive type All-wheel drive

Drivetrain

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel dual exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler

Fuel tank capacity 18.99 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

Locking hub control Permanent locking hub control

Electric Powertrain

Hybrid torque Hybrid torque 322.0 lbs.-ft.

Hybrid net horsepower 318.0 hybrid net horsepower

Number of electric motors 1

Electric powertrain HEV (hybrid electric vehicle)

Electric motor 1 location Front electric motor location

Electric Vehicle Battery Pack

Traction battery type lithium ion (Li-ion)

Gross traction battery capacity 1.5 kWh gross traction battery capacity

Traction battery output Traction battery output 35.0 kW

Provisions

Provisions Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions ULEV II emissions

Emissions tiers Tier 2 Bin 5 emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

Brake Assistance

Hill start assist Hill start assist

Front Suspension

Front anti-roll Front anti-roll bar

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Rear Spring

Springs rear Rear coil springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension ride type rear Independent rear suspension

Steering

Steering Electric power-assist steering system

Steering type number of wheels 2-wheel steering system

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake assist system Brake assist system

Suspension ride type front Independent front suspension

Springs front Front coil springs

Rear springs Regular grade rear springs

Suspension type rear Multi-link rear suspension

Steering type Rack-pinion steering

Exterior

Front Wheels

Front wheels diameter 18"

Front wheels width 8"

Rear Wheels

Rear wheels diameter 18"

Rear wheels width 8"

Front And Rear Wheels

Appearance black

Material steel

Front Tires

Aspect 60

Sidewalls BSW

Tread AS

Width 255mm

Diameter 18"

Speed W

Type P

Rear Tires

Aspect 60

Sidewalls BSW

Diameter 18"

Speed W

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

First-row windows Power first-row windows

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Cargo Features

Cargo tie downs Cargo area tie downs

Cargo light Cargo area light

Cargo Trim

Cargo floor type Carpet cargo area floor

Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Remote Releases

Cargo access Power cargo area access release

Rear Windshield

Rear window defroster Rear window defroster

Rear windshield Fixed rear windshield

Rear windshield wipers Yes rear windshield wipers

Heated wiper area Heated rear wiper park

Storage

Door bins front Driver and passenger door bins

Glove box Locking glove box

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer

PRND in IP PRND in IP

Accessory power Retained accessory power

Comfort

Climate Control

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Climate control Automatic climate control

Cabin air filter Cabin air filter
Rear under seat ductsRear under seat climate control
ducts

Headliner

Headliner material Cloth headliner material

Door Trim

Door panel insert Metal-look door panel insert

Floor Trim

Floor covering Full vinyl floor covering

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Dual-zone front climate control Dual-zone front
climate control

Rear climate control Rear climate control system

Headliner coverage Full headliner coverage

Floor coverage Full floor coverage

Rear seatback upholstery Carpet rear seatback
upholstery

Steering wheel telescopic. Manual telescopic steering
wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional
controls

Driver seat fore/aft control ... Power driver seat fore/aft
control

Passenger seat direction Front passenger seat with 8-
way directional controls

Reclining passenger seat ... Power reclining passenger
seat

Passenger seat fore/aft control Power passenger seat
fore/aft control

Front head restraints Height adjustable front seat
head restraints

Reclining driver seat Manual reclining driver seat

Height adjustable driver seat Power height adjustable
driver seat

Driver seat cushion tilt ... Power driver seat cushion tilt

Split front seats Bucket front seats

Height adjustable passenger seat Power height
adjustable control passenger seat

Passenger seat cushion tilt Power passenger seat
cushion tilt

Front head restraint control ... Manual front seat head
restraint control

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 35-30-35 folding rear seats

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Rear seat folding position. Fold forward rear seatback

Rear head restraints Height adjustable rear seat head restraints

Rear head restraint control Manual rear seat head restraint control

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Driver seat with 2-way power lumbar

Front passenger lumbar Front passenger seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Metal-look interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Number of first-row displays 1 total number of 1st row displays

Primary display size 8 inch primary display

Radio Features

Aux input jack Auxiliary input jack
Seek scan Seek scan

External memory External memory control

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio Voice activated audio controls

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

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Price Level: 520

Selected Equip & Specs (cont'd)

Instrumentation Displays

Speedometer Redundant digital speedometer
Clock Digital clock

Driver information center Driver information center

Instrumentation Gauges

Tachometer Tachometer

Traction battery level gauge Traction battery level gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge
Engine hour meter Engine hour meter

Gauge cluster display size (inches) 12.30

Instrumentation Warnings

Engine temperature warning Engine temperature warning
Low fuel warning Low fuel warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Service interval warning Service interval indicator

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Trunk warning Rear cargo ajar warning
Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Auto on/off headlight control

Headlight type Projector beam headlights
Multiple headlights Multiple enclosed headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

Variable panel light Variable instrument panel light
Rear reading lights Rear reading lights

Front reading lights Front reading lights

Lights

Interior courtesy lights Fade interior courtesy lights
High mount stop light High mounted center stop light

LED brake lights LED brake lights

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity
Emergency SOS Vehicle integrated emergency SOS system

Smart device integration Apple CarPlay/Android Auto smart device mirroring

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Internet Access

Internet access Fleet Telematics Modem selective service internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	7 airbags
Front impact airbag passenger	Passenger front impact airbag	Knee airbag	Passenger side knee airbag
Front side impact airbag driver	Seat mounted side impact driver airbag	Front side impact airbag passenger	Seat mounted side impact front passenger airbag
Occupancy sensor	Airbag occupancy sensor	Overhead airbags	Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt	Rear seat center 3-point seatbelt	Height adjustable seatbelts	Front height adjustable seatbelts
Seatbelt pretensioners	Front seatbelt pretensioners	Seatbelt pretensioners number	2 seatbelt pretensioners

Security System

Vehicle tracker	Fleet Telematics Modem vehicle tracker	Security system	Security system
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Active Driving Assistance

Blind spot	BLIS (Blind Spot Information System)	Forward collision warning	Pre-Collision Assist with Pedestrian Detection
Rear collision warning	Rear Cross-Traffic Braking collision mitigation	Pedestrian detection	Pre-Collision Assist with Pedestrian Detection
External acoustic pedestrian alert	External acoustic pedestrian alert		

Cameras

Rear camera Rear camera with washer

Traction Control

Electronic stability control Electronic stability control system with anti-rollover |

Parking Sensors

Parking sensors Reverse Sensing System rear parking sensors |

Prepared for:



Prepared by: JOHN WIENEKE

09/08/2025

Ken Garff Ford Greeley | 4901 29th Street Greeley Colorado | 806348723

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Selected Equip & Specs (cont'd)

Occupant Safety

Child door locks . . . Manual rear child safety door locks

Prepared for:



Prepared by: JOHN WIENEKE
09/08/2025

Ken Garff Ford Greeley | 4901 29th Street Greeley Colorado | 806348723

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 520

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Financing Quote # 105275

September 15, 2025

Municipality: City of Ouray Police
 Dealer: Ken Garff Ford Greeley

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.
 Expiration Date: 11/8/2025

Description	Unit Price
2026 Ford Police Interceptor Utility w/equipment	\$42,397.00
2026 Ford Police Interceptor Utility w/equipment	\$42,397.00
2026 Ford Police Interceptor Utility w/equipment	\$42,397.00
2026 Ford Police Interceptor Utility w/equipment	\$42,397.00
2026 Ford Police Interceptor Utility w/equipment	\$42,397.00

Total Asset Cost	\$211,985.00
Underwriting Fee	\$545.00
Amount Financed	\$212,530.00
Number of Payments	5
Payment Timing	Annual
Rate	7%
Payment Amount	\$48,443.07

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

Rachel Zimprich

Rachel Zimprich
 Marketing Coordinator

1-800-241-4199, press 1

Financing Quote # 105275

September 9, 2025

Municipality: City of Ouray Police
Dealer: Sill-Terhar Motors, Inc.

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.
Expiration Date: 11/8/2025

VEHICLE INFORMATION

Description	Unit Price
2026 Ford Police Interceptor Utility w/equipment X4	\$227,495.32

COST INFORMATION

Total Asset Cost	Underwriting Fee	Amount Financed
\$227,495.32	\$545.00	\$228,040.32

FINANCING OPTIONS

Number of Payments	Payment Timing	Rate	Payment Amount
5	Annual	7%	\$51,978.42

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

Rachel Zimprich

Rachel Zimprich
Marketing Coordinator

1-800-241-4199, press 1

Future Agenda Items/Work Sessions

- Fees and Fine Schedule/Enforcement – Budget Season
- 150th Committee Council Liaison – Oct 20
- Discussion: Salary Survey Results & Presentation – Oct 20
- Discussion: Education / Tickets / Enforcement – Oct 20
- Definition of Light Industrial EQR
- Informational: CDPHE Water Sampling Update – Oct 20
- Discussion: Ice Fest Pool Party Feedback from Council – Oct 20
- City Council Budget Work Session (Oct 27)
- Discussion: Graywater Act – Nov, 2025
- 2nd Ice Park Meeting; City Fund Management & Operational Costs - TbD
- Ordinance for no bikes on Riverwalk Trail – TbD
- Work Session; Via Ferrata – Feb 2026
- Nonconformity Code Updates
- Parking Plan Follow-up
- Bed & Breakfast Discussion – 2026
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