



# Town of Rangely

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*RDA Packet Packet*  
*March 15, 2018 @ 7:30am*



# 1 – Agenda



## GUIDELINES FOR PUBLIC INPUT

***Public Input is a vital and important portion of every meeting and will be permitted throughout the meeting, but according to the following guidelines:***

- a. Public input is allowed during the Agenda identified **Public Input** and **Public Hearing** portion of the meeting.
  - i. If you would like to address the meeting during the appropriate times, please raise your hand and when called upon you will be asked to come to the podium. ***Announce your name*** so that your statements can be adequately captured in the meeting minutes.
  - ii. ***Please keep your comments to 3-5 minutes*** as others may want to participate throughout the meeting and to insure that the subject does not drift.
- b. Throughout the meeting agenda calls for public input will be made, generally pertaining to specific action items. Please follow the same format as above.
- c. At the conclusion of the meeting, if the meeting chair believes additional public comment is necessary, the floor will be open.

We hope that this guideline will improve the effectiveness and order of the Town's Public Meetings. It is the intent of your publicly elected officials to stay open to your feelings on a variety of issues.

Thank you, Rangely Mayor

AGENDA  
RANGELY DEVELOPMENT AGENCY (RDA)  
**Town of Rangely Conference Room**  
\*\*\* March 15, 2018 @ 7:30 a.m. \*\*\*

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Brad Casto, Chairman

Vacant  
Karen Reed  
Konnie Billgren  
Treasurer – Lisa Piering

Jason Krueger  
Sarah Nielsen  
Andrew Key

Ex-Officio

Rio Blanco County Commissioner – Jeff Rector  
School District Representative – Joyce Key  
Library District Board Representative – Sandy Payne  
RJCD Board Representative – Ron Granger  
Rio Blanco Water Conservancy Dist. – Tim Winkler  
Rangely District Hospital – John Payne

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- 1) Call to Order
- 2) Roll Call
- 3) Minutes of Meeting
  - a) Discussion and Action to approve the minutes of February 15, 2018
- 4) Changes to the Agenda
- 5) Public Input
- 6) Old Business
  - a) Dan and Bobby Fiscus Application
  - b) Courtesy Car Update for the Airport
  - c) Progress regarding the call center and next steps
  - d) Engagement Letters for Bennidito and White
- 7) New Business
  - a) Discussion and Action to approve the January 2018 Financials
  - b) Discussion with Darin Carei – Principal at Senergy Builders regarding workforce housing agreement as we approach the end of the agreement term
  - c) Discussion and action to accept Tim Webber’s resignation and appoint a Vice-Chairman to the RDA.
  - d) Nominations to fill vacancy on the RDA
  - e) Discussion and Action to apply for Candidate status, the next tier of the Main Street Program focusing on organizational structure, leadership, finances, partnerships and resources. This Tier of participation is used to establish a lasting local Main Street program. Communities may be in this tier for about four years.” Konnie Billgren
- 8) Information

9) Adjourn

## 3 – Minutes

MINUTES  
RANGELY DEVELOPMENT AGENCY (RDA)  
**Town of Rangely Conference Room**  
\*\*\* February 15, 2018 @ 7:30 a.m. \*\*\*

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Brad Casto, Chairman

Tim Webber – Vice Chair  
Karen Reed  
Konnie Billgren  
Treasurer – Lisa Piering

Jason Krueger  
Sarah Nielsen  
Andrew Key

Ex-Officio

Rio Blanco County Commissioner – Jeff Rector  
School District Representative – Joyce Key  
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**a. Call to Order**

- b. Roll Call** – Tim Webber, Karen Reed, Konnie Billgren, Jason Krueger, Andrew Key, Sandy Payne, Ron Granger present, Sarah Nielsen, Jeff Rector, Joyce Key and Tim Winkler absent. Also present were Ann Brady, Vince Wilczek, Dan and Bobbi Fiscus and. Also attending via conference call were Jocelyn Mullen, Kelby Bossardt and Katelin Cook.

**c. Minutes of Meeting**

- a. Discussion and Action to approve the January 18, 2018 minutes – Motion to approve the minutes of January 18, 2018 made by Konnie Billgren, seconded by Sandy Payne, motion passed

**d. Changes to the Agenda**

- e. Public Input** - – Presentation by Dan and Bobbi Fiscus on a new business plan proposal. The proposal outlined the business venture that would be located across from the Chamber and Kum and Go which would have rentals, some retail, accounting, bookkeeping, small engine repair, bike repair. The future may bring some other types of services. We feel this is a startup that they would like to propose to the RDA. Tim Webber felt the board would need to review the plan and have time to formulate questions so the board would not be able to respond today. Ron Granger asked how many employee's they would need initially. The felt at least two employees which would probably be their son's. This was one of the avenues that was identified as a need for our area so the Ficuses felt it was a great avenue for their interests and the community's needs. Ron Granger asked about their marketing would it just be local. Bobbi said they have been marketing these types of services since October and have been targeting the tourists from Germany. Peter asked about their timeline. Bobbi indicated they would like to get going in March and possibly open in April. Tim asked that Peter be the direct contact on all information and if you have questions please direct them to him. Sandy asked about their hours. Bobbi replied they would operate Monday thru Saturday. Peter explained that the target for the application was for the grant/loan process. They are asking for \$40,000, what portion of the program would qualify for a grant and how much would the RDA be willing to cosign for.

**f. Old Business**

- a. F&D LLC activity update and 1/19/2018 meeting update - Tim Webber reviewed the meeting with Mr. Ficken. It was a good work session but Todd even though very interested he got some bad vibes from the group when he was first here, he would like to see what Rangely will do in the future with Aviation. He feels we are close but we need some infrastructure before he feel his project would move forward. Tim said with that in mind he wanted to pass out a presentation about Tim's thoughts about what could be for Rangely and CNCC's Aviation future. Tim said that this is through his perspective he feels the county and all entities involved need to work together effectively and try to create jobs. We have plenty of room to grow with our utilities (water, sewer, electricity) Tim said that there is a master plan for the airport, affordable housing etc. The flight program has a waiting list for their existing program which he believes give us great opportunity to grown the program and possibly replace old equipment. This is one area that Todd Ficken would like to see if we can create a better environment in which he would feel that his ideas could become successful. One of the additions of a courtesy car which the county has graciously decided to donate would be a great assistance. Brad had offered to cover the insurance costs. Many other improvements were reviewed that would enhance the offering of more programs and students. All of the information may not completely accurate but has some idea's to help accomplish some of our goals.
- b. Discussion & Update on insurance and courtesy car update – Jason Krueger provided a waiver that CNCC used to provide for the courtesy card. Many times they will contract will a rental car agency to provide this type of service which may how we would choose to address the insurance requirements and/or vehicle for the airport. Vince asked if they might want to consider selling some of the airport land not being used to be able to fund these improvements.
- c. Call Center Update with attachments - Kelby Bosshardt updated The survey was completed by predominately females which we have heard that there may be some unemployed spouses of workers in the oil & gas workers that are looking for opportunities. The respondents also looked for work life balance, trying to make sure their work matters and being able to connect with their peers. The data analyzing the data came back with that one of the results of this survey would support a call center. Kelby continued to review the survey and respondents feelings about work related strengths and weaknesses. Kelby said that that Better Cities have been making contacts with different operators trying to locate the decision makers within those companies that are in line with the demography that we have identified as being interested in these types of services. There are approximately 50 performers that will help us will hard numbers and in making a case with operators. Peter asked where they are targeting recruitment. Kelby said that are looking at Colorado based businesses that may want to change the demography of where they are at because lease of space, life style changes, cost of living etc. Can we convince these companies to make a move to a rural area with great internet capabilities? Peter asked when we can get a call center presence in our community. Kelby was unsure of the timeline based on many variables concerning their outreach and how quickly or slowly it may go. Peter asked if we will need to offer incentives, Kelby said that may be part of it, the larger consideration is the life style that Rangely will offer and selling it to those companies that want that type of culture. Incentives may be more of a commitment to improving the outdoor recreation offerings rather than monetary funds.

- d. Avionics Specialist with attachment – Kelby Bosshardt also updated the board Jerry ??? which he provided a list of equipment that will be needed for the program some of which would be high cost. This list has been sent to the key people with CNCC and are awaiting feedback from the college. Jerry said that he would like CNCC and the Town of Rangely to consider doing a site tour at another college that has a successful program to help move forward and possibly enable everyone to feel comfortable to make decisions. Tim Webber asked if he was asking if Jerry wanted us to purchase the equipment. Kelby said that is part of the CNCC apprenticeship program that would be an additional specialty that they could opt into. The equipment is required for them to practice and get hands on training. This would be CNCC equipment for the program. Ron Granger said that he was familiar with the program in Texas. Kelby said also there were some similarities with CNCC and the school in Texas with their program and the communities in which they serve. Kelby said that the school in Texas is the Tarrant County College in Ft Worth Texas. Jason asked what the cost of getting the equipment certified each year was as he heard it could be expensive. Kelby said they had not talked about that particular issue. Konnie asked how long it may be before we can get into a real conversation with call center operators. Kelby said they have reached out to a dozen but he really isn't sure of how long this may take. Karen asked so they companies they have talked to are not interested? Kelby said they are interested in the concept but they are trying to find the key decision makers so we are trying to build a relationship and encourage them to be open to the idea and process. Konnie asked if aviation and call centers are the only businesses that they feel would benefit Rangely. Kelby replied that no there are other businesses but both of these may be an impact quicker on Rangely than other ideas' such as data centers. Konnie would like to see us progressing with both at a faster pace. Karen Reed asked for clarification are they just asking for data or are they pursuing companies. Kelby said that they had already completed the data, now they are pursuing companies and getting information from them about what would help them make that decision to move to Rangely.
- e. Paul Bennidito – Engagement Letter for the review and update of the Urban Renewal Plan – Tim said that Peter is going to get one more bid so we will table this item until our next meeting

**g. New Business**

- a. Discussion and Action to approve the Preliminary December 2017 Financials – Motion to approve the December 2017 Financials made by Konnie Billgren, seconded by Andy Key, motion passed

**h. Information**

**i. Adjourn**

Meeting adjourned.



## 6 – Old Business

Paul C. Benedetti

2730 Iliff Street  
Boulder, Colorado 80305

Attorney at Law

Telephone: (303) 499-6340  
E-mail: paul.benedetti@comcast.net

February 6, 2018

Peter Brixius, Town Manager  
Town of Rangely  
209 E. Main Street  
Rangely, CO 81648

RE: Legal Services Agreement re Urban Renewal Matters in Rangely, Colorado

Dear Mr. Brixius:

This letter confirms our understanding regarding legal services to be provided as special counsel to the Town of Rangely and any related entity empowered to carry out urban renewal projects under the Colorado Urban Renewal Law (collectively, the "Town").

Services to be rendered may include, without limitation, consultation regarding the status of any entity operating as an urban renewal authority (the "Authority") under current law, existing plans, assistance and advice regarding any recommended changes to the organization and operation of the Authority and existing plans; preparation of any documents required to implement any changes agreed upon by required entities, including plans, amendments of existing plans, surveys, establishment of boundaries, tax increment provisions; negotiation and drafting of all required taxing body agreements; review of tax increment calculations, projections and impact reports; drafting and review of notices, resolutions and other documents and agreements related to plans and projects; attendance at meetings; legal research; telephone conferences; office conferences; correspondence and memoranda; coordination and communication with other counsel, consultants, and the Town; and any other services mutually agreed to by the parties, including services related to redevelopment and reimbursement agreements. This agreement is not intended to cover certain specialized services such as those of bond or metropolitan district counsel.

My fees are \$250.00 per hour. All services will be provided by me. The time to be charged will be recorded and billed in one/tenth hour increments. In addition, I will be reimbursed for actual costs of such items as lodging (if required), unusual copy charges, or delivery and courier fees. These costs will be paid by this firm and reimbursed by you or sent to you for direct payment. I do not charge for mileage, gasoline, regular postage, routine copies, or phone expenses.

All fees and expenses will be paid monthly upon receipt by you of an itemized statement. The fees and costs through plan approval are estimated to be \$20,000 to \$25,000, depending on the number of meetings required to achieve required approvals.

This agreement is effective as of February 6, 2018. This agreement may be terminated at any

time by either party upon written notice. If the agreement is terminated, I will be paid the stated hourly fees for services rendered through the date of receipt of the termination notice and any fees required for an orderly transfer of work-in-progress, including reimbursement for costs incurred. If I withdraw from this agreement, I will allow a reasonable time for employment of new counsel, if necessary, and will deliver to you all papers and other property to which you are entitled.

If you agree with the terms and conditions of this letter, please sign a copy as evidence of the agreement by you and return one signed copy to me by e-mail. Thank you.

Very truly yours,

Paul C. Benedetti

PCB/cb

Accepted on behalf of the Town of Rangely and any entity operating as an urban renewal authority under the Colorado Urban Renewal Law as of February 5, 2018.

By: \_\_\_\_\_  
Peter Brixius, Town Manager

## 7- New Business

TOWN OF RANGELY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

ECONOMIC DEVELOPMENT FUND/RDA

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUES</u>					
73-30-100	HOUSING REVENUE	4,605.00	4,605.00	143,000	138,395.00	3.22
73-30-200	INTEREST EARNINGS CD	.00	.00	120	120.00	.00
73-30-500	MISCELLANEOUS INCOME	.05	.05	85,000	84,999.95	.00
		<u>4,605.05</u>	<u>4,605.05</u>	<u>228,120</u>	<u>223,514.95</u>	<u>2.02</u>
	TOTAL REVENUES					
		<u>4,605.05</u>	<u>4,605.05</u>	<u>228,120</u>	<u>223,514.95</u>	<u>2.02</u>

TOWN OF RANGELY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

ECONOMIC DEVELOPMENT FUND/RDA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
73-40-220 PROF/TECH SERVICES	420.63	420.63	5,000	4,579.37	8.41
73-40-250 HOUSING MANAGEMENT EXPENSE	4,174.46	4,174.46	21,000	16,825.54	19.88
73-40-260 HOUSING MAINT/REPAIRS	5.18	5.18	1,000	994.82	.52
73-40-270 UTILITIES	20.64	20.64	100	79.36	20.64
73-40-300 MARKETING	.00	.00	700	700.00	.00
73-40-301 GRANT EXPENSES	.00	.00	40,000	40,000.00	.00
TOTAL OPERATING EXPENSES	4,620.91	4,620.91	67,800	63,179.09	6.82
TOTAL EXPENDITURES	4,620.91	4,620.91	67,800	63,179.09	6.82
TOTAL FUND EXPENDITURES	4,620.91	4,620.91	67,800	63,179.09	6.82
NET REVENUE OVER EXPENDITURES	( 15.86)	( 15.86)	160,320	160,335.86	( .01)







## DEED OF TRUST

**THIS INDENTURE**, Made this 29 day of June 2012, between **SENERGY BUILDERS LLC**, whose address is 518 28 Road, Suite A-202, Grand Junction, CO 81501, hereinafter referred to as Grantor or Senergy, and the Public Trustee of the County of Rio Blanco, State of Colorado, hereinafter referred to as Public Trustee,

**WITNESSETH**, THAT, WHEREAS, Grantor owes money pursuant to a Promissory Note dated this same date in the amount of One Hundred Twenty Thousand and xx/100 (\$120,000.00) Dollars, payable to the order of **TOWN OF RANGELY, COLORADO**, or order, hereinafter referred to as the Beneficiary or Rangely, whose address is 209 E. Main Street, Rangely, Colorado 81648, after the date hereof, with no interest thereon from the date thereof pursuant to a certain Housing Development Agreement, hereinafter referred to as the Agreement, executed between the parties, the terms of which are incorporated herein by reference. Under the Agreement, Senergy is required to construct certain workforce housing units upon the Property, and place such units in operation to be managed by Rangely pursuant to the Agreement.

Grantor shall repay the Promissory Note in full as follows: the proceeds of the loan by Rangely will be repaid by Senergy to Rangely upon the completion of the date five (5) years and six (6) months from the date the first units were placed into operation by Rangely, and shall be repaid in one of two manners, or as shall otherwise be agreed by the parties, as follows: a) Senergy shall pay a balloon payment of \$120,000 to Rangely, or b) Senergy shall pay a balloon payment of \$60,000 to Rangely and grant Rangely a credit of \$60,000 toward the purchase of one or more units of the Property subject to existing bank financing, the price of which the parties have established at \$147,500 for the Ranch style (Elevation A) and \$157,500 for the 2-story (Elevation B) as set out on Exhibit A of the Agreement;

The said payment shall be payable at 322 Sage Court, Craig, CO 81625, or at such other place as the holder of this note may from time to time designate. There is no prepayment penalty under the note. There shall be no interest upon the Promissory Note unless and until Grantor shall be deemed to be in default upon the promissory note for failure to repay the Promissory Note as described above, at which time interest shall accrue at the default rate of Twelve (12%) Percent per annum. Any payment shall applied first to payment of outstanding interest and then to unpaid principal.

AND WHEREAS, the Grantor is desirous of securing payment of the principal and interest of the debt owed to grantees under the Promissory Note.

NOW, THEREFORE, Grantor, in consideration of the premises and for the purpose aforesaid, do hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever, the following described property, situate in the County of Rio Blanco, State of Colorado, to wit:

### **LOTS 10 TO 15, SAGEWOOD WEST FILING NO. 3;**

**TO HAVE AND TO HOLD** the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note or any of them, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or any of them, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Public Trustee, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for the Public Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Public Trustee may think best), and all the right, title and interest of the Grantor its successors or assigns therein, at public auction at the front door of the Court House, in the County of Rio Blanco, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Rio Blanco, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the Grantor at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Public Trustee shall, upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee and shall convey and quitclaim to such person or persons entitled to such



deed, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the grantor, their heirs and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at (12%) percent per annum, rendering the overplus, if any, unto the Grantor, its successors or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the Grantor, their heirs and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under the Grantor. The holder or holders of said note or notes may purchase said property, or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed be required, it is agreed that the its successors or assigns, will pay the expense thereof.

And the Grantor, for itself and its successors or assigns covenants and agrees to and with the Public Trustee, that at the time of the enrolling of and delivery of these presents it is well seized of the said land and tenements in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims they may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever, except and subject to the underlying first and senior construction and permanent financing by First National Bank of the Rockies secured by a Deed of Trust or successive Deeds of Trust secured by the same real property; and the above bargained property in the quiet and peaceable possession of the Public Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the Grantor shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies meeting the net worth requirements of the beneficiary hereof in an amount not less than the ten total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. At the option of the beneficiary, the original policy or policies of insurance shall be delivered to the beneficiary as further security for the indebtedness. Should the Grantor fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of 12% per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

**AND THAT IN CASE OF ANY DEFAULT,** Whereby the right of foreclosure occurs hereunder, the Public Trustee or the holder of said note or certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be: and such possession shall at once be delivered to the Public Trustee or the holder of said note or certificate of purchase on request; and on refusal, the delivery of such possession may be enforced by the Public Trustee or the holder of said note or certificate of purchase by any appropriate civil suit or proceeding, and the Public Trustee, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by

any court of competent jurisdiction upon ex parte application and without notice — notice being hereby expressly waived — and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

**AND,** That in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the Grantor, their personal representatives or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable as specified in the said promissory note, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, reasonable attorney's fee if said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed this 29 day of June, 2012.

SENERGY BUILDERS LLC

Darin Carei

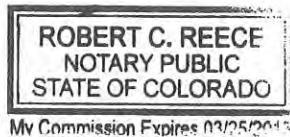
By:

Title:

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF RIO BLANCO    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2012, by Darin Carei, as manager (title) of Senergy Builders LLC.

My commission expires:



Robert C. Reece  
Notary Public

(SEAL)



PROMISSORY NOTE

\$120,000.00

June 29, 2012

FOR VALUE RECEIVED, Senergy Builders LLC, whose address is 518 28 Road, Suite A-202, Grand Junction, Colorado 81501, hereinafter Senergy, promises to pay to the order of the Town of Rangely, Colorado, whose address is 209 E. Main Street, Rangely, Colorado, hereinafter Rangely, the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00), with no interest thereon from the date hereof pursuant to a certain Housing Development Agreement, hereinafter referred to as the Agreement, executed between the parties, the terms of which are incorporated herein by reference. Under the Agreement, Senergy is required to construct certain workforce housing units upon the Property, and place such units in operation to be managed by Rangely pursuant to the Agreement.

Grantor shall repay the Promissory Note in full as follows: the proceeds of the loan by Rangely will be repaid by Senergy to Rangely upon the completion of the date five (5) years and six (6) months from the date the first units were placed into operation by Rangely, and shall be repaid in one of two manners, or as shall otherwise be agreed by the parties, as follows: a) Senergy shall pay a balloon payment of \$120,000 to Rangely, or b) Senergy shall pay a balloon payment of \$60,000 to Rangely and grant Rangely a credit of \$60,000 toward the purchase of one or more units of the Property subject to existing bank financing, the price of which the parties have established at \$147,500 for the Ranch style (Elevation A) and \$157,500 for the 2-story (Elevation B) as set out on Exhibit A of the Agreement;

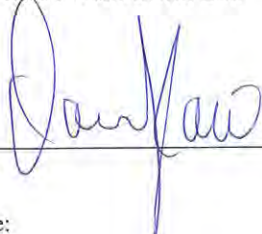
The said payment shall be payable at 209 E. Main Street, Rangely, Colorado 81648, or at such other place as the holder of this note may from time to time designate. There is no prepayment penalty under the note. There shall be no interest upon the Promissory Note unless and until Grantor shall be deemed to be in default upon this note for failure to repay this note as described above, at which time interest shall accrue at the default rate of Twelve (12%) Percent per annum. Any payment shall applied first to payment of outstanding interest and then to unpaid principal.

This note shall be secured by a Deed of Trust recorded in the office of the Clerk of Rio Blanco County, Colorado as against the real property described as Lots 10 to 15, Block 2, Sagewood West Filing No. 3, County of Rio Blanco, State of Colorado, which Deed of Trust shall be junior to and subject to a senior and prior Deed of Trust or successive Deeds of Trust held by First National Bank of the Rockies for construction and permanent financing.

IT IS AGREED that if this Note is not paid when due or declared due hereunder, the entire principal and accrued interest thereon shall draw interest at the rate of twelve percent (12%) per annum, and that failure to make any payment of principal or interest when due or any default under any encumbrance or agreement securing this Note shall cause the whole Note to become due at once, or the interest to be counted as principal, at the option of the holder of the Note. The makers and endorsers hereof severally waive presentment for payment, protest, notice of nonpayment and protest, and agree to any extension of time of payment and partial payments before, at or after maturity, and if this Note or interest thereon is not paid when due, or suit is brought, agree to pay all reasonable costs of collection, including a reasonable amount for attorney's fees.

Done this 29 day of June, 2012.

SENERGY BUILDERS LLC

By:   
Title:



# HOUSING DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of June, 2012 by and between the TOWN OF RANGELY, COLORADO, a municipal corporation, hereinafter referred to as "Rangely", the address of which is 209 E. Main Street, Rangely, Colorado 81648, and SENERGY BUILDERS LLC, a duly formed and operating Colorado limited liability company, hereinafter known as "Senergy", the address of which is 518 28 Road, Ste. A-202, Grand Junction, CO 81501.

WHEREAS, Senergy is a Colorado builder and developer who will build three (3) duplexes in the year 2012 within the town limits of Rangely;

WHEREAS, after sufficient investigation and discussion by the Town Council and upon recommendation of the Rangely Development Authority, Rangely is desirous of creating a portion of workforce housing to be managed and offered by Rangely as part of its affordable workforce housing objectives and economic development strategy;

WHEREAS, Rangely and Senergy propose by this agreement to create a relationship to allow Rangely to invest \$120,000 of funding toward the construction of this project, which will be repaid at the conclusion of five years as set out in this agreement;

WHEREAS, First National Bank of the Rockies, hereinafter referred to as "the Bank", will be the construction finance bank for the project and has certain requirements that will be satisfied by this agreement;

WHEREAS, Senergy will construct and Rangely will manage three (3) duplex buildings on separate lots consisting of six (6) residential living units ("the Property" or "the Project"), the specifications of which are agreed between the parties, and set out in the proposed plans of Senergy, which are referenced by and incorporated into this Agreement, and which are attached hereto as Exhibit A;

WHEREAS, the legal description for the Property is described as follows:

Lots 10 to 15, Block 2, Sogewood West Filing No. 3

WHEREAS, Senergy will execute and deliver the necessary Deed of Trust documents secured by the real property consisting of the real estate and all improvements for the Property, which will be a junior lien to the underlying construction and permanent financing by First National Bank of the Rockies for the Property and which Deed of Trust documents will provide adequate security for Rangely in the Property;

WHEREAS, during a period of five (5) years from completion of the units, Rangely will provide management of the properties and also provide for routine maintenance and repairs on the Property subject to the reimbursement schedule attached hereto as Exhibit A;

Recorder's Note: Document may not reproduce well, very faint printing

WHEREAS, the Bank has based its approval for the financing of the Property upon the fact that the rental for each unit will provide adequate cash flow to fund the monthly payment to the Bank prior to payment of any maintenance or management fees at a minimum ratio of 1:1, Rangely will charge rent amounts for each unit sufficient to pay the monthly payment to the Bank;

WHEREAS, management by Rangely will involve the usual and customary duties of a property manager including but not limited to: a) preparing the units for lease, including maintenance and repair of the units; b) marketing and advertising the rental units as they become available for lease; c) leasing the units after qualifying potential tenants through background screening and evaluation of financial ability to pay the rent; d) collecting deposits and rents to be disbursed according to the fees structure as outlined in Exhibit B; e) restoring possession of the units if necessary through an eviction case; and f) transmittal of net rent proceeds after withholding management fees and costs of maintenance, repairs, and cleaning as set forth herein;

WHEREAS, maintenance and repair by Rangely will involve the usual and customary maintenance performed by a property manager to include but not limited strictly to: a) weed and landscaping control of the Property as necessary, ensuring that the tenants maintain and care for the lawns and yards in an adequate manner; and b) minor repairs of roof, siding, plumbing, floor, walls and fixtures by repair or replacement;

WHEREAS, except for Rangely's duties as property manager as otherwise set forth above, Senergy will be responsible for the major repair and maintenance of the buildings and improvements on the Property and will maintain adequate insurance coverage to insure the structures against fire and casualty sufficient to cover the value of the Property, naming Rangely and the Bank as lien holders on such insurance;

WHEREAS, the proceeds of the loan by Rangely will be repaid by Senergy to Rangely upon the completion of the date five (5) years and six (6) months from the date the first units were placed into operation by Rangely, and shall be repaid in one of two manners, or as shall otherwise be agreed by the parties, as follows: a) Senergy shall pay a balloon payment of \$120,000 to Rangely, or b) Senergy shall pay a balloon payment of \$60,000 to Rangely and grant Rangely a credit of \$60,000 toward the purchase of one or more units of the Property subject to existing bank financing, the price of which the parties have established at \$147,500 for the Ranch style (Elevation A) and \$157,500 for the 2-story (Elevation B) as set out on Exhibit A;

WHEREAS, there will be no interest paid by Senergy to Rangely on the loan balance provided that the money is repaid within five (5) years as set forth above and in accordance with the terms of the Deed of Trust, but default interest will accrue at the rate of twelve (12%) on any unpaid balance upon default;

WHEREAS, this agreement must be approved by resolution of the Town Council for the Town of Rangely, Colorado, after notice and hearing, as well as by proper corporate action of Senergy, and represents the first step toward resolution of this matter, which includes certain conditions precedent which must be accomplished prior to the binding of the parties.

WITNESSETH

NOW, THEREFORE, in exchange of adequate consideration in the form of mutual promises and benefits, the parties covenant and agree as set forth herein:

1. At closing Senergy will execute and deliver a promissory note and one or more Deeds of Trust to secure the promissory note against the Property. The Deed of Trust will comply with the terms of this Agreement. Such Deed of Trust will be junior to the construction and permanent financing of the Bank.
2. Closing will occur at a time and place mutually agreeable to the parties. The Deeds of Trust creating a lien for the Town of Rangely will be subordinated to any Deed of Trust between Senergy and the Bank, and will be recorded in time after such Deed of Trust. This will ensure the completed subordination of the Rangely second Deed of Trust to the first Deed of Trust of the Bank.
3. Funds from Rangely will be disbursed proportionally to the construction of the project. One third (1/3) or \$40,000 will be disbursed for each of the three (3) units. Such disbursement for each unit will occur upon satisfaction by the Town Manager for Rangely that each unit is under construction and has a high likelihood of being completed in a timely fashion. Senergy will not use funds for the construction of this project for any other construction project and will provide proof the use of funds as requested by the Town Manager. Senergy will allocate the funds for each unit to the actual construction of such unit and will provide proof of such use to the Town Manager upon his request.
4. The terms set out in the Recitals above are hereby adopted as the terms of this agreement.
5. Senergy must construct this project in accordance with the codes and regulations as adopted by the Town of Rangely and State of Colorado, and that Senergy must obtain any and all permits required for the project as well as submit to all inspections as required. Senergy will comply with all requirements as established by Rangely Planning and Zoning as it relates to the development of a bifurcation of established utilities, cleanout design and back water valves for sewer services.
6. Senergy agrees to indemnify and hold the Town of Rangely, its officials or employees, harmless for any claim or liability whatsoever arising out of and from the construction and ownership of the Property. Such indemnification shall be for any and all claims including but not limited to claims of negligence, gross negligence or strict liability which may arise and include a duty by Senergy to defend the Town or its officials and employees, from any claim, lawsuit or appeal.
7. This Agreement shall benefit and be binding upon the parties and their successors-in-interest. If any portion of this agreement shall be determined by a court to be unenforceable, the remaining provisions of this agreement shall be in full force and effect.

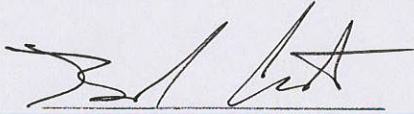


8. By signing this agreement, both parties acknowledge that they have obtained proper approval of this Agreement by their respective boards, or officers, and that they are authorized to sign for and on behalf of the parties.

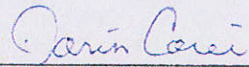
IN WITNESS WHEREOF the parties hereto have set their signature and seals the date and year first written above:

TOWN OF RANGELY, COLORADO

SENERGY BUILDERS, LLC

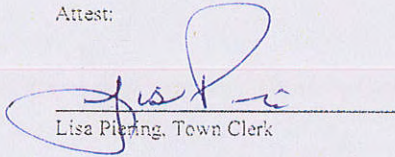


Brad Casto, Mayor Pro-Tem



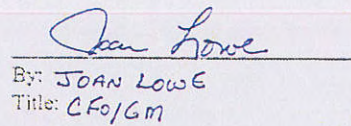
By: DARIN CAREI  
Title: MANAGING MEMBER

Attest:



Lisa Picking, Town Clerk

Attest:



By: JOAN LOWE  
Title: CFO/GM



Darin Carei – Managing Member  
Synergy Builders, LLC  
518 28 Road, Ste. A-202  
Grand Junction, CO 81501

October 11, 2017

RE: Synergy Builders, LLC and Town of Rangely Housing Agreement Expiration

Dear Darin:

I'm not sure where the time went, but it went quickly as we are nearing the end of our agreement regarding the Sagewood West townhomes. I hope you feel it has been as successful as we have, but unfortunately our market has changed dramatically with the downturn in the extractions industry and our vacancy rates are much higher than I've seen in the past 10 years. Despite the challenges of the current market all six townhomes are occupied today.

Darin, I sent you an email at the end of August announcing that the RDA would be pursuing reimbursement of the \$120,000 at the conclusion of this agreement. Our calculation of the end date for the agreement between the Town of Rangely and Synergy Builders, LLC is June 1<sup>st</sup>, 2018 as derived from the agreement and described as follows:

- First leases were signed on November 16<sup>th</sup> of 2012. Rounding to the nearest full month of December 2012 puts the agreement termination date of 5 years and 6 months as May 31<sup>st</sup> of 2018.
- The RDA and the Town Council approved a no-interest loan as described in the Promissory Note and Deed of Trust for \$120,000. The Town Council Resolution 12-3 and the Housing Development Agreement were recorded during the month of June, 2012. The Deed of Trust was recorded during the month of July of 2012.
- The remittance address is not consistent between the Deed of Trust and the Promissory Note and so to clarify, the payment must be addressed to 209 E. Main Street, Rangely CO 81648.

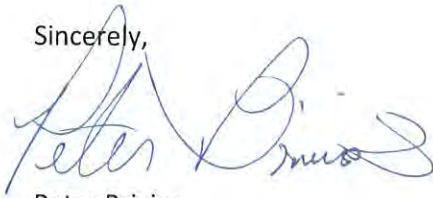
The Town and the RDA have a vested interest in wanting to see that this project continue to be successful and from that standpoint we would consider managing beyond the termination period through our Housing Authority for another 2 years with council approval. That additional 2 years might give you time to make decisions on your next steps regarding selling or ongoing leasing of the properties. Because we are in the midst of budgeting now, if you're interested in this proposal I would



need to budget for this eventuality very soon so that the council could adopt this budget item for 2018.  
If it's not in the budget once adopted, it's probably not an option.

Darin, I hope this note finds you and your family doing well and I look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Brixius". The signature is fluid and cursive, with the first name "Peter" written in a larger, more prominent script than the last name "Brixius".

Peter Brixius  
Rangely Town Manager

Cc: Teresa Lang – Site Manager

January 23, 2018

To Whom It May Concern:

Due to my current work load I am unable to continue to serve on the RDA/RDC Board.

Sincerely,



Timothy J. Webber



# PROGRAM MANUAL

**JANUARY 2016**

**COLORADO DEPARTMENT OF LOCAL AFFAIRS**  
**DIVISION OF LOCAL GOVERNMENT**  
**COMMUNITY DEVELOPMENT OFFICE**



**COLORADO**  
Department of Local Affairs

## COLORADO MAIN STREET ADVISORY BOARD

Roxanne Eflin, Executive Director, Colorado Preservation, Inc.  
*Preservation Representative*

Tom Gougeon, President, Gates Foundation  
*Foundation Representative*

Margaret Hunt, Director, Colorado Creative Industries  
*OEDIT*

Tara Marshall, Director of Development Services, City of Trinidad; Downtown Colorado, Inc.  
Board Member  
*Downtown Representative*

Alan Matlosz, Senior Vice President, Public Finance Division, George K. Baum & Co.  
*Public Finance Representative*

Mark Radke, Legislative and Policy Advocate, Colorado Municipal League  
*Municipal Representative*

Mark Rodman, Preservation Technical Services Manager  
*History Colorado*

Vacant  
*Main Street Manager*

Vacant  
*CDOT*

Vacant  
*Developer Representative*

Vacant  
*Member-At-Large*



**The Colorado Main Street program is paid for in part by a History Colorado State Historical Fund grant.**



**Thanks to all of our statewide program partners!**

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## MAIN STREET PROGRAM OVERVIEW

The Colorado Main Street® program is designed to assist with the revitalization of traditional downtowns and historic commercial districts, promote economic development and historic preservation. The program uses an approach that advocates a return to community self-reliance, local empowerment, and the rebuilding of central business districts based on their assets, unique architecture, personal service, local ownership and entrepreneurship, and a sense of community.

The Colorado Main Street program provides technical assistance in the Main Street Four-Point Approach® (Organization, Promotion, Economic Vitality, and Design) to competitively selected communities that are working in historically relevant business district settings and that meet certain threshold criteria.

The Department of Local Affairs (DOLA) manages the Colorado Main Street program, which is partially funded by a grant from History Colorado, the State Historical Fund. The mission of the Colorado Main Street program is to coordinate resources and technical assistance for communities seeking to revitalize their historic downtown commercial districts based on their unique needs. The Department of Local Affairs requires all potential candidates to submit an application. The Main Street Advisory Board reviews the applications and the Executive Director of the Department of Local Affairs considers feedback from the Advisory Board and Colorado Main Street staff to select new Candidate Main Street communities.

## NATIONAL MAIN STREET HISTORY

Concerned about continuing threats to Main Streets' commercial architecture and aware of the need to stimulate economic activity in small-city downtowns, the National Trust for Historic Preservation launched a community demonstration project (1977-1980) that resulted in the creation of the Main Street Four-Point Approach® and establishment of the National Main Street Center in Washington, D.C.

Main Street is a national program that has spanned three decades and taken root in more than 2,000 communities - a movement that has spurred \$49 billion in reinvestment in traditional commercial districts, generated an average of \$27 locally for each public dollar invested, led to a net gain of 94,176 new businesses, 417,919 new jobs, and 214,263 building rehabilitations, galvanized thousands of volunteers, and changed the way governments, planners, and developers view preservation.

## COLORADO MAIN STREET HISTORY

Colorado was selected by the National Main Street Center for a state pilot Main Street project in 1982 – 1985. Delta, Durango, Grand Junction, Manitou Springs and Sterling were Colorado's Main Street communities in the initial program. The Colorado Department of Local Affairs administered this three year pilot program. Although the Main Street approach to downtown revitalization proved very successful in Colorado, the state discontinued the program after completing the three-year pilot project. Several communities continued to implement Main Street and downtown revitalization programs without the benefit of a statewide coordinating program, while other local programs were discontinued. Between 2000 and 2010, Downtown Colorado

Inc. administered the Colorado Main Street program with a grant from the State Historical Fund of The Colorado Historical Society.

Because of the emphasis on historic preservation and the impact the program has had in revitalizing Colorado's historic downtowns, the State Historical Fund continues to generously support the Colorado Main Street Program. In 2011, DOLA once again became the administrator of the program with a generous grant from the History Colorado State Historical Fund.

## MAIN STREET APPROACH®

**Organization** involves getting everyone working toward the same goal and assembling the appropriate human and financial resources to implement a Main Street revitalization program. A governing board and volunteers or specific project committees make up the fundamental organizational structure of the volunteer-driven program. Volunteers are coordinated and supported by a paid program director as well. This structure not only divides the workload and clearly delineates responsibilities, but also builds consensus and cooperation among the various stakeholders.

**Promotion** sells a positive image of the commercial district and encourages consumers and investors to live, work, shop, play and invest in the Main Street district. By marketing a district's unique characteristics to residents, investors, business owners and visitors, an effective promotional strategy forges a positive image through advertising, media relations, retail promotional activity, special events and marketing campaigns carried out by local volunteers. These activities improve consumer and investor confidence in the district and encourage commercial activity and investment in the area by identifying and appealing to the district's market niches.

**Design** means getting Main Street into top physical shape. Capitalizing on its best assets — such as historic buildings and pedestrian-oriented streets — is just part of the story. An inviting atmosphere, created through attractive window displays, well-managed parking areas, building improvements, street furniture, signs, sidewalks, lights and landscaping, conveys a positive visual message about the commercial district and what it has to offer. Design activities also include instilling good maintenance practices, as well as enhancing the physical appearance of the district and creating new productive commercial or residential space by rehabilitating historic buildings, encouraging appropriate new construction, developing sensible design management systems, and long-term planning.

**Economic Vitality** strengthens a community's existing economic assets while expanding and diversifying its economic base. The Main Street program helps sharpen the competitiveness of existing business owners, helps to foster entrepreneurial start-ups and expansions, and recruits compatible new businesses and new economic uses to build a commercial district to create jobs and to respond to today's consumers' needs. Converting unused or underused commercial space into economically productive property also helps boost the profitability and sales tax revenue of the district.

## EIGHT PRINCIPLES

- **Comprehensive:** A single project cannot revitalize a downtown. An ongoing series of initiatives is vital to build community support and create lasting progress.
- **Incremental:** Small projects make a big difference. They demonstrate that “things are happening” and hone the skills and confidence the program will need to tackle more complex problems.
- **Self-Help:** Only local leadership can initiate long-term success by fostering and demonstrating community involvement and commitment to the revitalization effort.
- **Public/Private Partnerships:** The support and expertise of both the public and private sector is necessary for an effective partnership.
- **Capitalizing on Existing Assets:** A key goal is to help communities recognize and make the best use of their unique offerings. Local assets provide the solid foundation for a successful program.
- **Quality:** From storefront design to promotional campaigns to special events, quality must always be the main goal.
- **Change:** Changing community attitudes and habits is essential for success. A carefully planned Main Street program will shift public perceptions and practices to support and sustain the revitalization process.
- **Action-Oriented:** Frequent, visible changes in the look and activities of the downtown will reinforce the perception of positive change. Small but dramatic improvements show that the revitalization effort is underway.

## BENEFITS OF THE MAIN STREET PROGRAM

- **Local Jobs:** Frequently, downtown as a whole is the second or third largest employment center in the community.
- **Protection of Natural Resources and Energy Conservation:** 30% of solid waste in landfills is from demolition of old buildings, while new construction requires many resources. It is often said that the greenest building is the one that doesn't have to be built. Rehabilitating and re-using old buildings is an environmentally sound strategy. Additionally, more resources are required to develop in greenfield sites on the edge of town than to develop in infill spaces, where existing utilities may be used.
- **Efficient Use of Public Infrastructure:** Large investments have been made over time in downtown infrastructure, so it is often more efficient to keep downtown vibrant than extend infrastructure to new development. Local government can support strategic development and capitalize on the value and potential investment that commercial districts can attract.



- **Property and Sales Taxes:** The healthier the downtown businesses are, the higher the rents building owners can collect, resulting in higher property values and a higher tax base for the community. Because of its compact nature, a healthy downtown generally pays more in property taxes per acre than anywhere else in your jurisdiction.<sup>1</sup> A vibrant downtown attracts not just locals, but regional shoppers and tourists – and sales tax revenue – to your jurisdiction.
- **Public Health Safety:** A vacant and deteriorated downtown breeds crime. Keeping your downtown and commercial districts active and alive helps citizens to feel safe and want to take part in the community.
- **Strategic Decision-Making:** The city's decisions on zoning, land use and commercial sprawl impacts the health of downtown. In addition, local government is the keeper of public lands, buildings, streetscape, and infrastructure, so community consensus is important.
- **Downtown Development & Industrial Development are Linked:** Industrial development prospects expect to tour downtown and assess for themselves your community's values with respect to maintaining and supporting a healthy central business district. If downtown is vacant and deteriorated, potential industry tenants may question the community's respect for the industrial park in a few years.
- **Quality of Life for Your Community:** Downtown was historically the cultural, educational, commercial, recreational and governmental center of your community. Residents expect these amenities to exist in your community to enhance their quality of life. Downtown will continue to be this quality of life center, if given the opportunity.
- **Pride in a Healthy & Vibrant Community:** Big towns, small towns, all towns started around a commercial district or downtown. It is the heart and soul of your community and should reflect the pride of local leadership and community. It is the face you project to visitors, investors and to yourselves. The reputation of your community is based on the condition of your downtown.

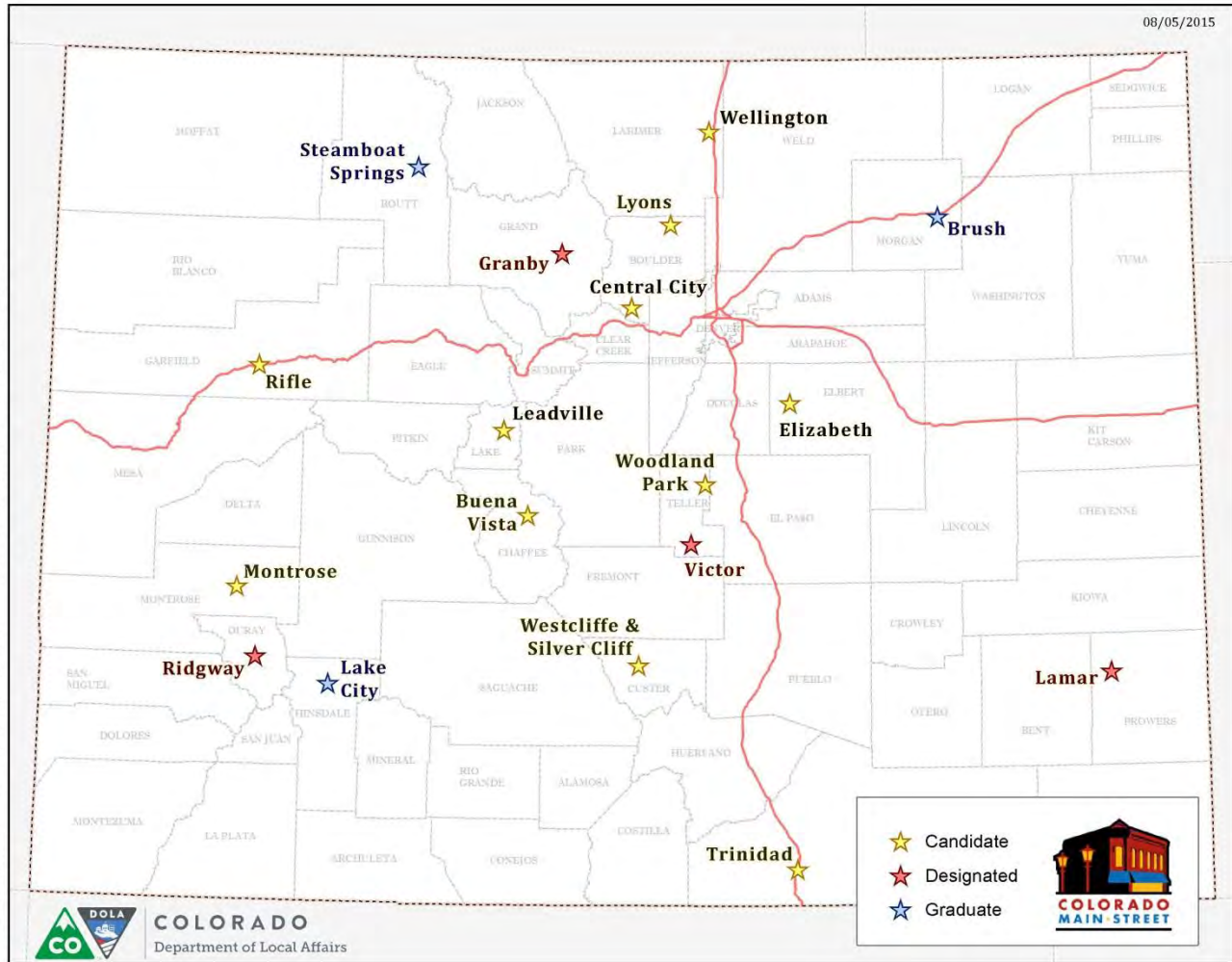
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<sup>1</sup> See research completed by Joe Minicozzi, Urban3 LLC, for the Sonoran Institute.



# COLORADO MAIN STREET COMMUNITIES MAP

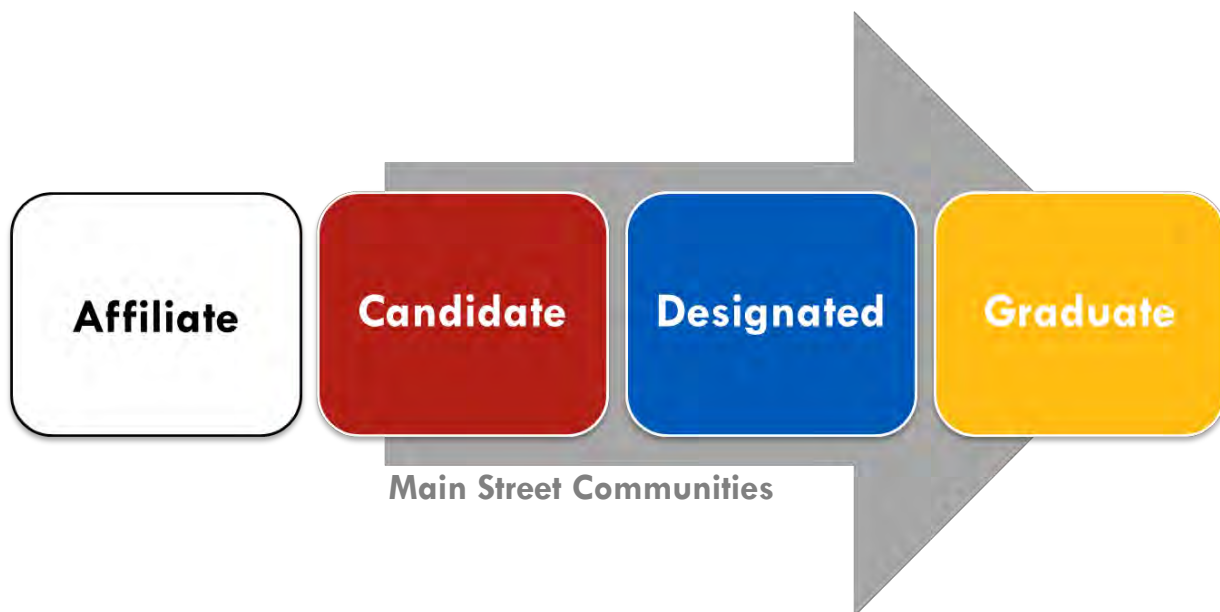
MAIN STREET COMMUNITIES





## PROGRAM PREREQUISITES AND REQUIREMENTS

The Colorado Main Street tiered program – Candidate, Designated and Graduate – is designed to help communities build capacity as communities work toward downtown revitalization. The Affiliate option is open to all Colorado communities and does not have many prerequisites and requirements. Colorado Main Street staff provides technical assistance, training and small financial grants to help communities work toward these prerequisites and requirements. In addition to the following prerequisites and requirements, each local program sets a vision for their community and consistently works toward achieving that vision. The Affiliate program and each tier are described in detail below with instructions on how to apply, requirements and prerequisites.



### AFFILIATE

Affiliate communities are either on their way toward becoming a Candidate Main Street community or they would simply like to be connected to the Main Street network and are not interested in advancing through the program. Communities may remain an Affiliate as long as they desire but are not considered an official Main Street community until they are accepted as a Candidate community.

#### HOW TO APPLY

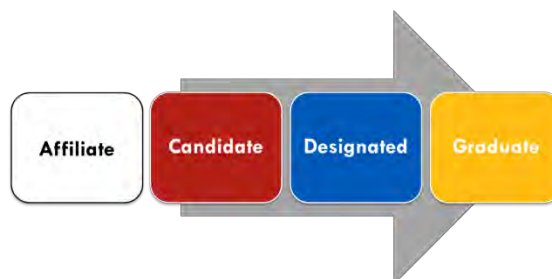
Applications to become an Affiliate community are accepted on a rolling basis. Colorado Main Street staff can discuss the benefits of becoming an Affiliate community and help you complete the application if needed. A link to the application can be found on the Colorado Main Street website.

#### NEXT STEPS

After the application is submitted, Colorado Main Street staff will review your application notify the contact(s) listed within four weeks.

## CANDIDATE

While in this tier the Candidate community should focus mostly on the point of Organization including establishing and building the organization's structure, leadership, finances, partnerships and resources. This phase should be used to establish a lasting local Main Street program. Communities may be in this tier for about four years.



### Prerequisites

To become a Candidate community, the community must first meet all of the following prerequisites and then submit an application.

Encourage staff, steering committee and other volunteers to attend Main Street trainings, read information and watch introductory webinars provided on the Colorado Main Street website.

Establish a steering committee or Board of Directors. This is an informal group of community members including local professionals, business owners, city/town staff, and other volunteers who are dedicated to downtown revitalization and the local Main Street program. This will be the group of individuals that gain further community support and help set up the overall structure of your local program.

Have a multi-year strategic plan that addresses the community's vision and incorporates the Four Points (this could be a community assessment, downtown plan, or similar as approved by staff) that is no more than 5 years old.

Have a dedicated champion and point of contact for communications.

Demonstrate community awareness of the Colorado and local Main Street program as well as support from the public and private sectors with a local government resolution declaring support of your local efforts and three letters of support from other community organizations. Ideas for demonstrating community awareness include forming partnerships, hosting public meetings, developing a brochure or handout, create a newsletter or website, and utilizing social media.

### HOW TO APPLY

Communities are encouraged to become an Affiliate community prior to applying to become a Candidate. Please contact Colorado Main Street staff if you think you might apply so staff can work with your community to be sure this program is a good fit. Colorado Main Street staff is also available to work with you on your application - answering questions and giving feedback. Applications to become a Candidate Main Street community are accepted once a year on July 1. The application can be found on the Colorado Main Street website.

### NEXT STEPS

Applications are competitive and will be reviewed by Colorado Main Street staff and the Colorado Main Street Advisory Board. Recommendations will then be given to the Executive Director of DOLA who will make the final decision. Once the decision is finalized you will receive notification.

## Requirements

The following requirements must be completed as a Candidate community in addition to maintaining the prerequisites. Colorado Main Street staff will provide and or organize some of these requirements. These requirements are incorporated into your annual memorandum of understanding (MOU). Please see the section below on *Description of Community Transformation Strategies* for additional guidance.

Establish support and participation of the local government	Required.
Attend quarterly Main Street trainings, one of which is the Main Street Summit	Required. 2 out of 4 Quarterly Main Street trainings. Starting 2017, the Main Street Summit will be required.
Attend additional trainings	Required. Local program managers, board members, and/or volunteers are required to collectively attend at least 2 trainings per year (in addition to the required quarterly trainings).
Spring training	Required for all Candidate communities the first year. Potential attendees include new staff, board members, and volunteers.
Host an annual visit including work planning	Required. For first year Candidate communities, this will be an activation visit.
Sign a memorandum of understanding (MOU) annually with DOLA	Required.
Demonstrate a strong historic preservation ethic as described in Appendix A	Required.
Submit quarterly reports and reinvestment statistics	Required.
Submit an annual work plan that is coordinated with your local municipality	Required.
Follow the National Main Street Approach	Required.
Present at least once annually a "State of Main Street" report to the local elected body and submit a copy of the meeting minutes and/or report to DOLA with a quarterly report	Required.

## SAMPLE MEMORANDUM OF UNDERSTANDING FOR CANDIDATE COMMUNITIES

This Agreement is entered into and executed by the Colorado Department of Local Affairs (DOLA), [Insert program name] (Local Program), and the [Insert community name] (Community).

### I. Agreement

Whereas, this Agreement is for the purpose of said Community to participate in the Colorado Main Street Program; and

Whereas, DOLA administers the Colorado Main Street Program; and

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree to the following specifics regarding the Colorado Main Street Program:

#### A. **The Colorado Main Street Program agrees to:**

1. Assist communities in understanding and following the National Main Street Approach.
2. Provide the Local Program with the necessary information to correctly promote the Colorado Main Street Program and the National Main Street Center.
3. Provide training opportunities, including but not limited to quarterly training, Spring Training and Main Street Summit.
4. Advise the Local Program of additional training opportunities.
5. Conduct an annual visit to discuss the current community work plan, future work plan, current memorandum of understanding, future memorandum of understanding, requirement and prerequisites of the tiered program, and National Main Street accreditation criteria.
6. Offer Resource Team Visits and Underperforming Community Assessments to Local Programs when needed.
7. Offer scholarships based upon available funding annually. DOLA will advise the Local Program on procedures and policies.
8. Offer and administer non-competitive mini-grants to the Local Program annually. These mini-grants are based on available funding each year from DOLA. The item must be listed on the Local Program's work plan that is submitted to DOLA/Colorado Main Street. DOLA will advise the Local Program on procedures and policies.

## **Appendix E: Sample Memorandum of Understanding for Candidate Communities**

9. Act as liaison and facilitate communications between the Local Program, DOLA/Colorado Main Street Program, other Main Street communities, state agencies, partners, and the National Main Street Center, as they relate to the Local Program.
10. Provide technical assistance to the Local Program including establishing a community vision and strategic plan. These services are discussed during annual visits and are incorporated into Local Program's work plans.
11. Offer preservation architectural services as available through a State Historical Fund Grant awarded to DOLA/Colorado Main Street.

**B. Local Program agrees to the following, which are further described in the Program Prerequisites and Requirements section of the Colorado Main Street Program Manual:**

1. Maintain a steering committee or board of directors.
2. Maintain a multi-year strategic plan incorporating the community's vision and the Four Points.
3. Maintain a point of contact for communications.
4. Maintain and continually improve community awareness of the Local Program and gain support from the private and public sectors.
5. Establish support and participation of the local government.
6. Attend two out of four quarterly Main Street trainings, one of which being the Main Street Summit (required starting 2017) as provided by DOLA. These can be attended by Local Program managers, staff, board members and/or volunteers.
7. Attend two additional trainings. These can be attended by Local Program managers, staff, board member and/or volunteers.
8. Attend Spring Training as a first year Candidate community and send any new staff, board members and/or volunteers as desired. [The August 2015 Boot Camp qualifies for this requirement this year.]
9. Host an annual visit including work planning as provided by DOLA.
10. Sign a memorandum of understanding (MOU) annually with DOLA.
11. Demonstrate a strong historic preservation ethic.
12. Submit quarterly reports and reinvestment statistics on or before deadlines listed in Colorado Main Street Program Manual.



## Appendix E: Sample Memorandum of Understanding for Candidate Communities

13. Submit an annual work plan that is coordinated with your local municipality on or before the deadline listed in Colorado Main Street Program Manual.
14. Follow the National Main Street Approach® as recommended by the National Main Street Center and the Colorado Main Street Program.
15. Present at least once annually a “State of Main Street” report to the local elected body and submit a copy of the meeting minutes and/or report to DOLA.
16. Assist in local arrangements during on-site visits to the community.
17. Agree to positively promote the Colorado Main Street Program as an official Colorado Main Street Community and properly use the name, trademark and logo. Agree to use the Colorado Main Street logo on all DOLA sponsored Main Street trainings, websites, reports and other materials.

### **C. Community (Local Unit of Government) agrees to:**

1. Maintain an ongoing and supportive relationship with the Local Program.
2. Work with DOLA/Colorado Main Street and the Local Program to resolve any issues.
3. Act as the fiscal agent for all contracts or purchase orders from DOLA on behalf of the Local Program.

### **D. Local Program will be working on the following Community Transformation Strategies. Details such as specific strategies, actions items, and task force groups should be detailed within the annual work plan.**

1. *Insert Community Transformation Strategies (1-3 as determined through Community Visioning work).*

### **E. The Local Program will be working on the following prerequisite activities for future tier advancement.**

1. *Insert prerequisite for attaining the next tier here if applicable. See Colorado Main Street Program Manual.*

## **II. Other Conditions**

- A. The term of this Agreement shall be for the period listed here, beginning January 1, 2016 and ending December 31, 2016. This time period supersedes any previous MOU’s between the Local Program and the Colorado Main Street Program. It may be revised only with the approval of



## **Appendix E: Sample Memorandum of Understanding for Candidate Communities**

the DOLA Main Street Coordinator, the President of the Board for the Local Program and the Mayor of the Community.

- B. Notwithstanding any other provisions of this Agreement, if funds anticipated for continued fulfillment, at the time of the Agreement are, at any time, not forthcoming or insufficient, then DOLA shall have the right to amend or terminate this Agreement without penalty by giving the community not less than sixty (60) days written notice.
- C. If the Local Program or Community fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the community violates any terms of this Agreement, DOLA shall have the right to terminate this Agreement and withhold further services by giving the community not less than sixty (60) days written notice.
- D. The Colorado Main Street Program Manual is a reference document for this MOU. In the event of a conflict between the MOU and the Colorado Main Street Program Manual, the MOU will take precedence.

### **III. Representations and Warranties**

All parties to this agreement represent and warrant (i) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement, (ii) that the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that the parties will not use in the performance of responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that neither party has entered into nor will enter into any agreement (whether oral or written) in conflict with this Agreement.

### **IV. Entire Agreement and Notice**

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of all parties. Any notice given under this Agreement will be sufficient if it is in writing and if sent by certified or registered mail.

### **V. Compliance with Law**

In connection with his/her services rendered hereunder, all parties agree to abide by all federal, state, and local laws, ordinances and regulations.

### **VI. Governing Law**

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Colorado.

## Appendix E: Sample Memorandum of Understanding for Candidate Communities

BY: \_\_\_\_\_  
Mayor's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_ Community Name \_\_\_\_\_

BY: \_\_\_\_\_  
Local Program President/Board Chairperson's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_ Local Program Name \_\_\_\_\_

BY: \_\_\_\_\_  
DOLA Representative \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_ DOLA \_\_\_\_\_



[INSERT DATE]

## CANDIDATE MAIN STREET COMMUNITY APPLICATION

Please contact Colorado Main Street staff if you intend to apply so staff can work with your community to be sure this program is a good fit and to ensure your application is complete. To apply, respond to the following questions attaching supporting documents as needed. Please submit the application to [johanna.jamison@state.co.us](mailto:johanna.jamison@state.co.us). For questions please call 303.864.7727.

### COMMUNITY NAME:

#### Applicant Contact Information

Name: Konnie Billgren

Organization: Rangely Chamber of Commerce

Position: Executive Director

Phone number: 970-675-5290

Email: [rangelychamber@gmail.com](mailto:rangelychamber@gmail.com)

Address: 255 E. Main St. Suite A. Rangely, CO. 81648

#### Local Government Contact Information

Name:

Position:

Phone number:

Email:

Address:

### PREREQUISITES

The following is required prior to being accepted as a Candidate Main Street community. Please refer to the Colorado Main Street Program Manual for additional information on prerequisites.

#### 1. Did your community host a Main Street 101 training provided by Colorado Main Street staff?

Yes ☒ No ☐

#### 2. Do you have a Steering Committee or Board of Directors formed for your local program?

Yes ☒ No ☐ If yes, please attach a list.

3. Do you have a multi-year strategic plan that addresses the Four Points (this could be a community assessment, downtown plan, or similar) that is no more than 5 years old?

Yes ☐ No ☐ If yes, please attach or provide a link.

4. Who will be the dedicated point of contact for the local Main Street program?

How much time will this person be able to dedicate to the program?

5. Do you have at least three letters of support from other organizations in your community?

Yes ☐ No ☐ If yes, please attach.

6. Is the local government resolution declaring support of this application attached?

Yes ☐ No ☐ If yes, please attach.

7. If your community is not accepted as a Candidate community this year would you like to join the Affiliate program? Remember, you can always reapply to be a Candidate community the following year.

Yes ☐ No ☐

## ORGANIZATION

### 8. Community Information

Community Population:

Median Income:

Unemployment Rate (county):

### 9. Organizational Capacity

- a. What organization will be the host of your local Main Street program?

☐ Local government

☐ BID

☒ Chamber of commerce

☐ Improvement District

☐ DDA

☐ Historic preservation group

☐ URA

☐ Other: (please list)

☐ EDC

- b. What is your plan for future staffing of the local Main Street program?

- c. List local organizations that are or are likely to be partners or supporters of the local Main Street program and describe their current and potential involvement.

**10. What is your funding plan for the local program for the first few years of operation? What resources are being dedicated by which organizations? Do you have a plan for funding after the first few years?**

**11. Do you have an established mission and vision for your local Main Street program?**

Yes ☐ No ☐ If yes, please include.

**12. List all trainings that your community has attended in the past 2 years that are relevant to the Main Street program? (i.e.: Main Street Boot Camp, DCI trainings, webinars, conferences)**

**13. How is your community following the Main Street Four-Point Approach®?**

**14. What are the initial goals and community expectations of a local Main Street program? How were these identified?**

**15. Is there anything else you would like to share about what your community is doing in the point of Organization?**

## **PROMOTION**

**16. Which of the following does your local Main Street program have? Select all that apply.**

- ☐ A website or a page on an existing website. Please provide a link.
- ☐ A presence on social media. List the platforms used.
- ☐ Host or sponsor events in your downtown. Please list with a brief description.
- ☐ A central location for a community calendar. Please describe.
- ☐ A business directory for your downtown. Please attach or provide link.

**17. Is there anything else you would like to share about what your community is doing in the point of Promotion?**

## DESIGN

**18. In no more than 150 words, describe your community's downtown physical characteristics and how it evolved in to what it is today.**

**19. Which of the following historic preservation efforts does your community or local program have? Select all that apply.**

- ☐ A historic preservation ordinance or commission.
- ☐ A historical survey of the downtown area. If yes, please attach or provide a link.
- ☐ A historic building inventory. If yes, please attach or provide a link.
- ☐ A designated historic district – Local, State and/or National. Which one(s)?
- ☐ Any individually designated historic landmarks. If yes, please list.
- ☐ A strong historic preservation ethic. Please describe efforts.

**20. Which of the following general design efforts has your community or local program completed? Select all that apply.**

- ☐ Geographic boundaries defined for your local Main Street program? If yes, please attach a map.
- ☐ A beautification project downtown. Please describe.
- ☐ Workshops or training for building and business owners. Please describe.

**21. Is there anything else you would like to share about what your community is doing in the point of Design?**

## ECONOMIC RESTRUCTURING

**22. In no more than 150 words, describe your community's economy.**

**23. What is your community's current and target market?**

**24. Does the community have a business inventory for the downtown area? This would include a list of all businesses with their business type, contact information, number of employees, and perhaps more.**

Yes ☐ No ☐ If yes, please attach.

**25. Does the community have a building inventory for the downtown area? This may include building square footage, current use, average rents, ownership, etc.**

Yes ☐ No ☐ If yes, please attach.

**26. Do you know what resources are available to assist your local businesses and have you shared these resources?**

Yes ☐ No ☐ If yes, please explain.

**27. Does your local program have a relationship with local businesses?**

Yes ☐ No ☐ If yes, please explain.

**28. Is there anything else you would like to share about what your community is doing in the point of Economic Restructuring?**

## OTHER UNIQUE FACTORS

**29. What is unique about your community that was not addressed above?**

## LIST OF ATTACHMENTS

Please check all that are included as part of the application submittal.

- ☐ Steering Committee/Board of Directors roster
- ☐ Multi-year strategic plan addressing the Four Points
- ☐ Three letters of support
- ☐ Local government resolution of support
- ☐ Historical survey of the downtown area
- ☐ Historic building inventory
- ☐ Map of Main Street boundaries
- ☐ Business inventory
- ☐ Building inventory
- ☐ Others. Please list.

# Rebuild with Rangely, CO

## Downtown Main Street Improvements – East Entrance

### **WHY WE NEED IMPROVEMENTS TO MAIN STREET & KENNEDY DRIVE TRAIL AND HILLSIDE STABILIZATION INFRASTRUCTURE**

*The East Entrance to the Rangely downtown area begins at the crossroads of Kennedy Drive and East Main/Colorado SH64. A bike/pedestrian path winds along the east side of Kennedy Drive descending some 4000' to East Main Street from Colorado Northwest Community College (CNCC) providing access to Main Street and downtown Rangely. From this intersection travelers entering Rangely will develop their first impressions of the Rangely downtown. As you crest this first hill coming into town, you'll quickly descend 30-40 feet in elevation over the next 400 feet. On both sides of East Main just west of Kennedy Drive you will see 2 retaining structures. The North Side of East Main is a green treated lumber wall that has stood for over 30 years and is showing its age and various defects throughout. (See Pictures Below) On the south side of E. Main is a badly eroded, mounded hillside covered in red shale and aggregate. On top of the shale hillside adjacent to East Main Street is the north end of a 4500' bike/pedestrian path that provides the only pedestrian egress from the Colorado Northwestern Community College(CNCC) campus allowing students, faculty and residents to access the Rangely downtown area. This trail and the retaining structures are the proposed area of focus for improvement that we would hope to enhance and improve.*



*This shale and aggregate hillside projected for over 300' on the south side of Main St./Hwy 64 was placed here in the late 80's in order to provide for stabilization of the soils and 10' wide bike/pedestrian path on top of this slope. As you can see the polymer mat has been undermined. With heavy rain and erosion, it is pushing all of the materials to the base of this 400' long hillside.*



*This treated timber retaining structure has been supporting the north side of Main Street/Hwy 64 for 30 years. That structure would be demised and replaced with an attractive terraced landscaping features. Within each terrace appropriate plant selections would be made for our climate and irrigation installed. Overall cost of the projected at \$112,000.*



*One of the more important trail segments in our community traverses along the east side of Kennedy Drive for 4000' until it reaches the intersection of Main St. and Kennedy where the trail turns west along the south side of Main St. The condition of the trail requires redevelopment. Sections are subject to hillside sluffing and erosion. Part of the trail needs to have a developed barrier between Kennedy Drive and the trail to keep students and residents safe when using the trail. The trail needs to be widened and drainage improved.*



*This improvement has been planned and designed. This is a project ready to go except for funding, which has been projected to be \$400,000. The final design from 2012 has been attached to this presentation.*

*The challenge for a small community of 2200 people in a depressed energy economy is developing the capital resources to affect such improvements. Our reserves are generally developed for water, sewer and overlay. Money for these types of improvements, as we work to diversify our economy only happen when there are funding opportunities such as "Rebuild with Rangely".*



## **IMAGINE A BETTER FUTURE!**

***Currently we are looking at greener slopes utilizing natural approaches to erosion control while focusing our plant selection on perennials that will thrive in our climate and soils.***



***On the south side of Main St., we plan to develop a gentle slope using technologies, such as geocells in order to resist erosion. Within the cells we would be planting a variety of grasses, perennials and shrubs that would both provide footing for stability and develop a scenic and inspiring landscape for both pedestrians and motorized travel. We would also incorporate decorative boulders to add depth and wilderness appeal along with irrigation.***

***On the north side of Main St., we would look at a more terraced approach using attractive, but substantial block/concrete/gabion reinforced vertical terraced retaining structures, incorporating plant and rock scape within the terraces.***



***Materials such as gabion designs create solid, cost effective, structural retention of vertical to significant slopes. By incorporating landscape tiers, we can improve the stability of the slope with limited stacking of gabion blocks and add considerable attractive value to the massive cobble block design.***

***“The proposed design and aesthetic value of this improvement will add so much to our community. In terms of functionality, beauty and stark immediate impression to the east entrance, this project will capture our values and the pride of its citizens. Residents and visitors will love it.” (Mayor Ann Brady)***

***These kinds of improvements start to reflect the seriousness of our residents to diversify our economy and our image as an oil field town. I don’t want to negate the benefits the extractions industry has provided to our residents and the amenities that have been afforded through the revenues generated from severance and mineral lease dollars. Rangely has so much more to offer for visitors and residents alike, and we need to focus our efforts to help others recognize that fact.***

***The Town of Rangely has begun the facelift along Main Street over the past 6 years, but we have much yet to do to achieve the look and feel that will attract students, visitors and ensure greater retention of our residents.***

***Overall the cost of these projects as it relates to design, planning and development would come to \$650,000. That level of investment would require an in-kind contribution from our public works and building and grounds department of approximately \$45,000 which would be made up of labor, equipment, disposal charges, geotechnical evaluations of materials, planting and site preparation. Additional cash and in-kind match funds could be included in the project reducing our request by as much as 20%.***

***This project is a necessity. Our Chamber-of-Commerce and our Town government is poised to make the improvements required to promote our community and its recreational and educational opportunities. We want people to see why we are special and deserve their time and attention to discover the opportunities in Rangely the moment they arrive in our community.***



***The Town of Rangely, its Mayor and Town Council ask for your support as we work to diversify our local economy to ensure that our citizens, businesses, Jr. college, residents and visitors have the greatest opportunity for success.***

***The Obama years were especially good to communities involved in oil, gas and coal extraction. These industries have been the life-blood of our economy for the past 80 years and will continue to be a major part going forward. We also recognize that it is important to diversify and develop primary employment in other areas in order to add a level of confidence***

*to our economic base. We are asking for help to achieve that goal with this infrastructure improvements.*

*If you have any questions regarding the goals of this project as well as information related to Rangely, please call or email according to the information below. Thank you for this opportunity and we hope to hear from you soon.*

*Respectfully submitted,*








*Peter Brixius – Town Manager  
209 E. Main Street  
Rangely, Colorado 81648  
Phone: (970) 675-8476  
Cell: (970) 589-5547  
Email: [pbrixius@rangelyco.gov](mailto:pbrixius@rangelyco.gov)*

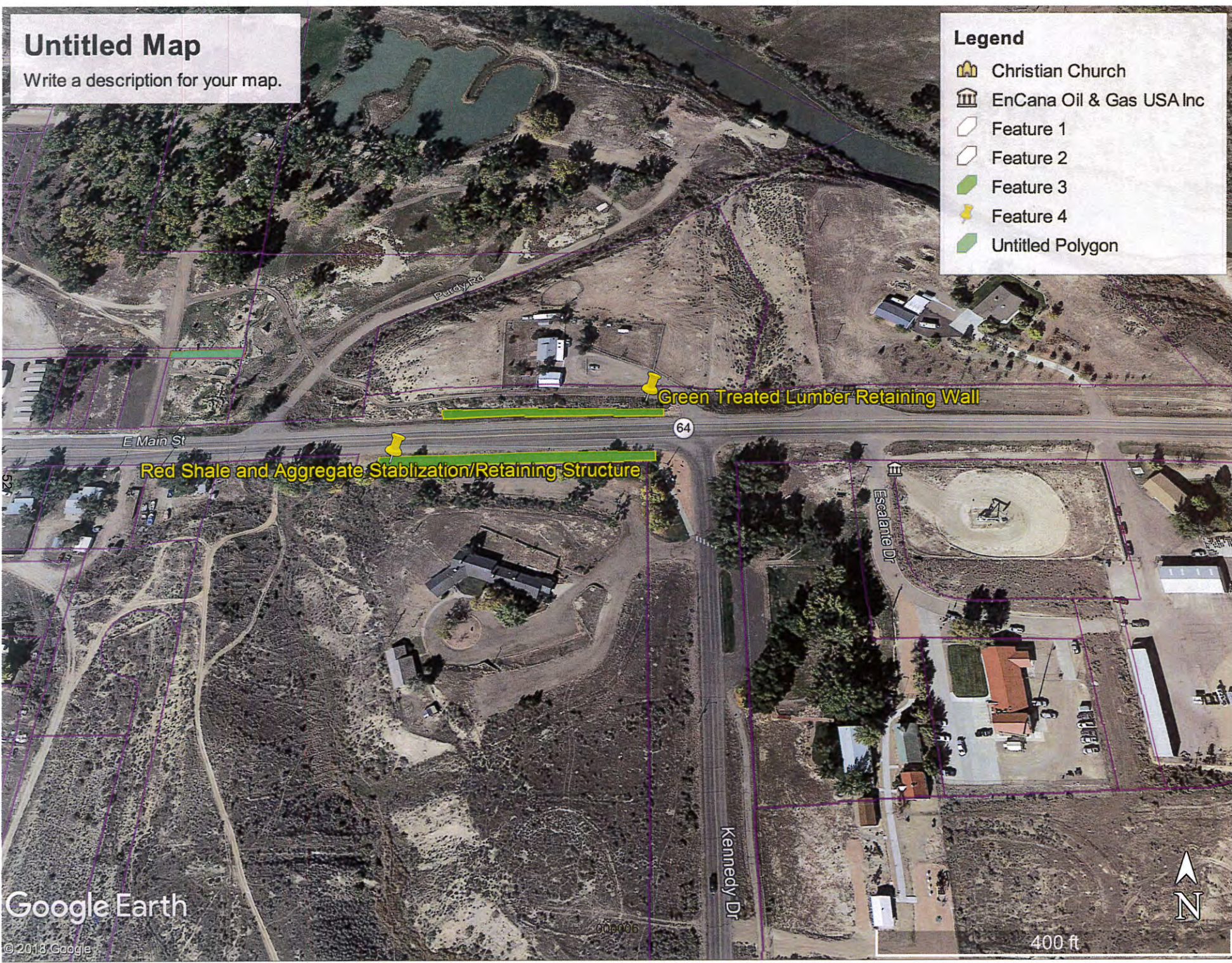


# Untitled Map

Write a description for your map.

## Legend

-  Christian Church
-  EnCana Oil & Gas USA Inc
-  Feature 1
-  Feature 2
-  Feature 3
-  Feature 4
-  Untitled Polygon



Green Treated Lumber Retaining Wall

Red Shale and Aggregate Stabilization/Retaining Structure

Google Earth

© 2018 Google

000006

400 ft





## 8 – Information