

**AN EMERGENCY ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO, GRANTING FUNDS TO THE WEST MOUNTAIN
REGIONAL HOUSING COALITION FOR THE PURPOSE OF SUPPORTING THE
TENANTS OF THE ASPEN BASALT MOBILE HOME PARK AND THE MOUNTAIN
VALLEY MOBILE HOME PARK IN PURCHASING THE PARKS**

ORDINANCE NO. _____-2025

RECITALS

WHEREAS, Pursuant to 30-35-301 C.R.S., the Board of County Commissioners (“BOCC”) of Home Rule Counties is authorized to make and publish ordinances for carrying into effect or discharging the powers and duties conferred upon such counties by law and as seems necessary, and;

WHEREAS, Pursuant to Section 2.8.2 of the Home Rule Charter (“HRC”), the Board of County Commissioners is authorized to take official action by Emergency Ordinance for certain matters where action is prescribed pursuant to the Colorado Revised Statutes as amended, and;

WHEREAS, Pitkin County has a long history of funding and supporting affordable community housing, and

WHEREAS, to support the acquisition, construction, conservation, conversion, and creation of additional affordable housing, Pitkin County voters approved a new Affordable and Workforce Housing property tax of 1.5 Mills with first collections beginning in 2025; and

WHEREAS, the Pitkin County BOCC wishes to fund the preservation of affordable housing through the application and investment of the housing property tax dollars, and

WHEREAS, contributing towards the preservation of existing housing units and adding a deed restriction to ensure permanent affordability is an allowable use of the property tax, and;

WHEREAS, the Board of County Commissioners recognizes the critical role that mobile home parks play in providing affordable housing options for the local workforce of Pitkin County; and

WHEREAS, the County recognizes that resident ownership of mobile home parks is a proven strategy to preserve long-term housing affordability, improve housing security, and empower residents through cooperative governance; and

WHEREAS, Thistle ROC and the residents of the Aspen Basalt and Mountain Valley Mobile Home Parks are currently under contract to purchase their parks and convert them into resident-owned communities, consistent with the goals of the Colorado Mobile Home Park Act and local affordable housing objectives; and

WHEREAS, Pitkin County signed a letter of interest dated June 11, 2025 expressing the County’s intent to make a financial contribution of three million dollars (\$3,000,000), contingent

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upon commitments from other community partners, appropriation of funds, and the execution of agreements with appropriate terms and protections for affordable housing purposes; and

WHEREAS, local governments, private businesses, and individuals together have committed a total of \$14 million with more anticipated; and

WHEREAS, Pitkin County's funds were appropriated as part of the 2025 budget appropriation and are available for this purpose; and

WHEREAS, the West Mountain Regional Housing Coalition and Thistle ROC are working with the tenants of the parks and the lender, ROC Capital USA, to identify protections and terms that meet the needs of all parties while still guaranteeing that the parks remain affordable to local workforce in perpetuity; and

WHEREAS, the County's disbursement of the funds is subject to BOCC review and approval of the final deed restrictions prior to closing and the naming of Pitkin County in the deed restrictions as a beneficiary of the deed restriction; and

WHEREAS, The BOCC finds that adoption of this ordinance is necessary for the immediate preservation of the public health, safety and welfare of the citizens of Pitkin County and therefore declares this ordinance and legislation to be effective immediately pursuant to HRC Section 2.8.2.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts an Emergency Ordinance Granting Funds to the West Mountain Regional Housing Coalition for the Purpose of Supporting the Tenants of the Aspen Basalt Mobile Home Park and the Mountain Valley Mobile Home Park in Purchasing the Parks and authorizes the Chair or the Chair's designee to sign the Ordinance and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

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INTRODUCED, READ AND ADOPTED AS AN EMERGENCY ORDINANCE ON THE ____ DAY OF _____ 2025 AND SET FOR CONFIRMATORY PUBLIC HEARING ON THE ____ DAY OF _____, 2025.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE EMERGENCY ORDINANCE PUBLISHED IN THE ASPEN DAILY NEWS ON THE ____ DAY OF _____ 2025.

NOTICE OF CONFIRMATORY PUBLIC HEARING AND THE FULL TEXT OF THE EMERGENCY ORDINANCE POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com ON THE ____ DAY OF _____ 2025.

CONFIRMED AT A CONFIRMATORY PUBLIC HEARING ON THE ____ DAY OF _____ 2025.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY WEBSITE www.pitkincounty.com AFTER ADOPTION, ON THE ____ DAY OF _____ 2025.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER CONFIRMATORY PUBLIC HEARING, IN THE ASPEN DAILY NEWS ON THE ____ DAY OF _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

By _____
Sam Engen
Clerk to the Board

By: _____
Kelly McNicholas Kury, Chair

Date: _____

APPROVED AS TO FORM:

MANAGER APPROVAL

By: _____
Richard Neiley, III
County Attorney

By: _____
Jon Peacock, County Manager

PITKIN COUNTY GRANT AGREEMENT
RECIPIENT: WEST MOUNTAIN REGIONAL HOUSING COALITION

This Grant is made as of the date last below signed between Pitkin County, herein referred to as “County”, and the West Mountain Regional Housing Coalition, hereafter referred to as “Agency” or “Coalition”. Whereas, the Coalition, a private non-profit agency, serves the community by *increasing the availability and accessibility of affordable community housing in the Roaring Fork and middle Colorado River valleys*, and whereas Pitkin County wishes to award a grant for the provision of these community services. The specific purpose of this agreement is to dictate the terms and conditions of Pitkin County’s contribution of \$3 million to C-Corporations of the Aspen Basalt Mobile Home Park and the Mountain Valley Mobile Home Park for use in purchasing the parks and establishing Resident Owned Communities and long-term affordable housing options. Pitkin County’s interest is represented through the deed restrictions that will be placed on the parks.

1. Term and Renewal of Agreement: Absent any termination for cause under paragraph 5 of the Agreement, the term of this Agreement shall continue from August 13, 2025, until such time that both properties have successfully been transferred to ownership by the C-corporations (closing is estimated as September 12, 2025).

2. Agency Obligations: Agency shall:
 - a) Accept, hold, and disperse the funds solely for the purpose of funding the purchase of mobile homes by the residents of the Mountain Valley Mobile Home Park and the Aspen Basalt Mobile Home Park;
 - b) Prior to closing, present to the Pitkin County Board of County Commissioners a copy of the deed restrictions that will be placed on the parks for review and approval by the Board of County Commissioners;
 - c) Ensure that Pitkin County is listed as a beneficiary in both Parks’ deed restrictions and that Pitkin County has the right to enforce the terms of the deed restrictions;
 - d) Strictly adhere to all applicable Federal, State and Local laws or regulations that have been or may hereafter be established;
 - e) Prior to closing, provide a copy of the due diligence infrastructure reports for Pitkin County’s review;
 - f) Implement, to the extent possible, other provisions and safeguards that ensure future affordability for local workforce at both parks; and
 - g) Report, as requested by Pitkin County BOCC, on the use of the funds and the status of compliance with the deed restrictions of both parks.

3. Pitkin County’s Obligations:
 - a) County agrees to grant \$3,000,000 to the Coalition pending Board of County Commissioner review and approval of the deed restrictions.

4. General Provisions
 - a. The Parties to this Grant intend that the relationship between them contemplated by the Grant is that of independent agency. No agent, employee, or servant of

Agency will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Grant.

- b. Payment pursuant to the Grant, if in County, State or Federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability and appropriation of County funds for the purpose thereof.
 - c. This Grant constitutes the full and complete agreement of the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, the Agency understands that no County official or employee, other than the Board of County Commissioners acting as a body at a Board meeting, has authority to enter into a Grant or to modify the terms of this Grant on behalf of the County. Any such Grant or modification to this Grant must be in writing and be executed by the parties hereto.
5. Default/Cancellation. If Agency shall default in the performance of Agency's Obligations pursuant to the terms of this Agreement, and/or fails to provide an accounting or use or appropriation of monies granted in the manner in which such accounting was represented to the County, Agency shall have the right to cure said default after written notice by the County of the default to Agency. If Agency fails to cure such default within sixty (60) days after written notice is given from the County to Agency specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if the Agency shall fail to promptly commence to cure the same and to thereafter diligently proceed with such cure), County shall reserve the right to cancel this Agreement and make a demand for the return of all monies that County determines, at its sole discretion, were not appropriated in accordance with this Agreement.
6. Entire Agreement: This Agreement constitutes the full and complete Agreement of the parties hereto and shall not be modified except by a written agreement signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the latest date written below.

PITKIN COUNTY, COLORADO

By: _____
Kelly McNicholas Kury Date
Chair, Pitkin County Board of County Commissioners

WEST MOUNTAIN REGIONAL HOUSING COALITION

By: _____
April Long Date
Executive Director