



Agenda

RHA Board of Directors
April 18, 2022 – 9:30 a.m. – 12:30 p.m.

La Plata County Administration Building
1101 East 2nd Ave, Durango, CO 81301

Interviews – 9:30 – 11:15 a.m.

Members of the RHA Board of Directors will conduct interviews with candidates for the Board of Director member-at-large position on Thursday, April 18 from 9:30 a.m. – 11:15 a.m.

Special Meeting – 11:15a.m. – 12:30 p.m.

A. Call Meeting to Order

B. Introductions and Roll Call

C. Approval of Agenda

D. Discussion Items

1. Discussion of previous meeting and status of consulting contract

E. Executive Session

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators pursuant to Colo. Rev. Stat. § 24-6-402(4)(e) in regard to a contract with Cappelli Consulting for services in support of the Board's planning and activities.

F. Decision Items

1. Consideration of next steps related to a contract with Cappelli Consulting
2. Discussion regarding presentation and discussion of the Economic Alliance research and upcoming report

G. Adjournment

Board Member-at-Large Interviews

To: Regional Housing Alliance Board

From: Jessica Laitsch

Date: April 14, 2022

Attached is a list of potential questions for the Board Member-at-large applicants. Also attached is the section of the most recent IGA pertaining to Board membership and officer positions. The interview schedule is as follows:

9:30 am	Board review of interview questions/process
9:40 am	Logan Austin (via Zoom)
9:50 am	Eric Eicher
10:00 am	Larry Gardner
10:10 am	Daniel Morgenstern
10:20 am	Eric Nelson
10:30 am	Leslie Carlson
10:40 am	Patrick Vaughn

Rebekah DeLaMare is unavailable on April 18. Staff will coordinate with the Board with respect to next steps.

Interview Draft Questions

The section of the most recent IGA pertaining to Board membership and officer positions is attached.

1. Introduction of Committee.
2. Ask what they know about RHA.
3. Provide brief overview of Board and expectations
4. Tell me about why you are interested in this position?
5. What are your greatest strengths/assets you can bring to the RHA board?
6. What does the applicant bring to the RHA?
 - Connections
 - Funding
 - Knowledge/experience/expertise
7. Talk a little bit about your thoughts regarding housing and possible solutions.
8. How would you measure success for the RHA?
9. Do you have any other questions?

We will be making a decision _____. If chosen, you would be attending the next meeting in _____

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority is currently governed by a Board of Directors, in which all legislative power of the Authority are vested.

a. *Number and Qualifications of Directors*. After the Effective Date of this Agreement, the Board of Directors shall be comprised of nine board members. Each of the entity parties shall appoint two members to the Board of Directors. It is the intent of the parties that the appointments from each entity either be a high-level administrative staff member of that entity or elected official, if possible. If an elected official or administrative staff member cannot serve on behalf of any entity, then that entity may appoint any person with an interest in MIWH housing to serve as a member of the Board of Directors on behalf of that entity. In addition, the Board of Directors of the Authority by majority vote of the other party appointed members shall select one additional board member at large who has experience or expertise in areas related to the services provided by the Authority, such as real estate, banking, finance, legal or social services. All members of the board must be residents of, or employed in, La Plata County and be at least 18 years old at the time of their appointment.

b. *Appointments*. It is recognized that an entity may have difficulty in appointing a board member, so any member entity may relinquish its right to appoint a board member when there is a vacancy in a board seat to be appointed by that entity. If an entity fails to appoint a board member within sixty days of the date when the vacancy began, then the appointing entity shall be deemed to have relinquished the right to appoint that board member's seat for the applicable term of the seat. Any relinquished seat shall be filled by the majority vote of the Authority's Board of Directors. The entity that relinquished its right to appoint a board member shall again have the right to appoint a member when there is a vacancy in that seat for any reason, including the end of the term or a resignation.

c. *Term of Office*. The current directors of each entity shall continue to serve until such time as the appointing entity makes the appointments referenced in Section 3.1(a). Each party shall establish the term of office of the board members appointed by that party, and the term of office for each board member shall be communicated to the Authority. The term for the appointed at-large member shall be three (3) years but such board member shall serve until his/her successor is appointed by the other members of the Board of Directors. The parties may strive to make appointments in a fashion that will maintain a reasonable stagger to the terms of Directors to avoid having more than three new directors in any year. A Board member may be reappointed by any party for successive terms.

d. *Resignation or Removal*. Any board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Each member of the Board serves at the pleasure of his or her appointing entity. The appointing entities may terminate the appointment of its appointee, at will at any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three consecutive meetings of the Board, or otherwise fails to perform any of the duties devolving upon them as a director, they may be removed by the Board and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special

meeting of the Board, reasonable notice of which shall be given to the director to be removed, and to the entity which appointed them.

e. *Compensation of Directors.* Directors shall receive no compensation for services, but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq.*

g. *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article I of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Secretary and Treasurer need not be a director of the Authority.

a. *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board at the January meeting or first meeting of the calendar year. Each officer shall hold office until his/her successor shall have been duly elected and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Authority will be served thereby

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) *President:* The President shall be the principal executive officer of the Authority and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of

the Authority; shall, when present, preside at all meetings of the Board of Directors; may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) *Vice President.* In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as 'from time to time may be assigned to him by the President or by the Board of Directors.

(iii) *Secretary.* The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

(iv) *Treasurer.* The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; (d) and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. All checks written from an Authority bank account over \$10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.4 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in any property or project acquired, held, leased or sold by the Authority; or any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. Any Board member having such an interest, whether direct or indirect, shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.5 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity



**Regional Housing Alliance of La Plata County
Board of Directors Application**

Name: Logan Austin

(HOME)

(WORK)

Address: [Redacted]
Phone: [Redacted]
E-mail: [Redacted]

At which address do you prefer to receive mail: [Redacted]
At which number do you prefer to receive calls: [Redacted]
At which address do you prefer to receive e-mail: [Redacted]

Current Occupation

Real Estate Broker with Keller Williams Realty Southwest Associates, LLC

Educational Experience

- Fort Lewis College, Bachelors of Business Administration
- Real Estate Business Institute, Seller Representative Specialist
- Keller Williams Realty, Leadership Trainings

Past or Present Work and/or Volunteer Experience Pertinent to the Regional Housing Alliance Board of Directors Position

- Durango Area Association of Realtors (DAAR) Board Member for the past 5 years.
- DAAR Government Affairs Committee Member, focus on local advocacy and civil engagement.
- Colorado Association of Realtors (CAR) Director for the past 2 years. State level conversations are dominated by housing challenges throughout Colorado.
- Keller Williams Realty Associate Leadership Council Member, a key focus is the current lack of inventory and the challenge community members face when trying to secure housing.
- Principal of an ongoing project in San Juan County, currently working with local and state government agencies to provide community benefit and address housing shortage.

Why are you interested in the Regional Housing Alliance Board of Directors Position?

If our area is going to thrive and grow in a sustainable manner, providing attainable housing opportunities is a key factor in maintaining a healthy socioeconomic mix in our community. Working in the real estate industry I experience the growing need for economic diversity and housing throughout SW Colorado. I have worked with many clients that have utilized state and local programs, such as the Homes Fund, that share RHA's goal of expanding housing opportunities in our area and want to ensure these remain available while innovating more.

What would you like to accomplish while serving on Regional Housing Alliance Board of Directors?

- Assist in developing actionable strategies to increase attainable housing opportunities.
- Utilize my personal and industry network to help RHA form key private / public partnerships to implement projects.
- Create strategies to secure state and federal funds that RHA can leverage to develop attainable housing projects.
- Provide real estate guidance and perspective to RHA for current and future projects.

Would serving on this Board cause any conflict of interest with your current occupation?

I do not foresee any conflicts of interest. Having a member of the real estate industry can help address public misconception that brokers, developers and builders are driving the housing issues in our community. In reality, the real estate industry has been a leader in pursuing solutions that provide value add projects with a community benefit.

Would you represent any specific segment of the community that has an interest in the activities of this Board or Commission?

Currently, I represent area and state realtors serving in DAAR and CAR. Being a 20+ year Durango local and Fort Lewis College Alumni with a background ranging from tourist, service worker, to a young career professional, I can speak to challenges community members face. Including local business owners facing employment issues and buyers trying their best to secure housing.

Are you currently serving on any other local Board or Commission? If so, please list.

- Durango Area Association of Realtors (DAAR) Board Member
- DAAR Government Affairs Committee Member
- Colorado Association of Realtors (CAR) Director
- DATO Marketing Committee Member

[Redacted Signature]

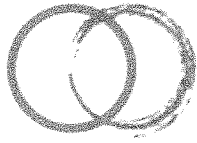
02/24/2022

(Signature)

(Date)

Please return this application to the Regional Housing Alliance of La Plata County by email at info@swccog.org. Your application will be kept on file for one (1) year in case additional vacancies occur. If you have any questions or need additional information concerning this application, please call 970-759-4134.

Equal Opportunity Statement
The Regional Housing Alliance does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.



REGIONAL LA
HOUSING PLATA
ALLIANCE COUNTY

**Regional Housing Alliance of La Plata County
Board of Directors Application**

Name: Eric Eicher

(HOME)

(WORK)

Address:

Phone:

E-mail:

At which address do you prefer to receive mail:

At which number do you prefer to receive calls:

At which address do you prefer to receive e-mail:

Current Occupation

Banker

Educational Experience

BA in Business Administration from FLC
Graduate School of Banking - CU

Past or Present Work and/or Volunteer Experience Pertinent to the Regional Housing

Alliance Board of Directors Position

My position allows for me to have a good understanding of real estate and finance. I have significant experience on non-profit boards and have been Chair of many of those non-profits. They include the Boys and Girls Club, La Plata Family Centers Coalition, Business Advisory Committee for SOBA at FLC, the Financial Advisory Committee for 9-R, and others.

Why are you interested in the Regional Housing Alliance Board of Directors Position?

I am very interested in helping our community with workforce housing.

What would you like to accomplish while serving on Regional Housing Alliance Board of Directors?

I believe a solution will require collaboration from several sectors. I believe I can help bring the various groups together.

Would serving on this Board cause any conflict of interest with your current occupation?

In the past I have had conflicts of interest when an Alpine Bank customer pursues a project for consideration that is in consideration.

Would you represent any specific segment of the community that has an interest in the activities of this Board or Commission?

Finance

Are you currently serving on any other local Board or Commission? If so, please list.

BAC - SOBA FLC
Finance Committee - Economic Development Alliance
Finance Committee - Boys and Girls Club



(Signature)

3/15/2020

(Date)

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REGIONAL LA
HOUSING PLATA
ALLIANCE COUNTY

**Regional Housing Alliance of La Plata County
Board of Directors Application**

Name: A.L. (Larry) GARDNER

(HOME)

(WORK)

Address:

Phone:

E-mail:

At which address do you prefer to receive mail:

At which number do you prefer to receive calls:

At which address do you prefer to receive e-mail:

Current Occupation

Reactor

Educational Experience

please see attached Resume

Past or Present Work and/or Volunteer Experience Pertinent to the Regional Housing Alliance Board of Directors Position

H. Lawrence Gardner, Jr.

EXPERIENCE

Nov 2011 - Present

Keller Williams Realty Southwest Associates, Durango, CO
Broker Associate/Realtor—specializing in Commercial/Investment
and Development Properties and Unique Residences in SW CO.

2007 - 2011

Prudential Triple S Realty, Durango CO
Broker Associate /Realtor

2006 -2007

The Gardner Group at Bobbie Carl Realty
Specializing in Commercial/Investment and Development properties.

2001 - 2006

Bobbie Carl Realty, LLC
Broker Associate (Colorado Real Estate License NF40022393)
Specializing in commercial and residential real property marketing.

1997 - 2000

Bellmeade Capital Partners, LLC
Director of Development
Creator of publicly-traded entities through consolidation of existing
companies in selected industries. Bellmeade's goal was to create public
companies capable of growing annual earnings in excess of 25%. The
consolidations may take place concurrently with a public equity offering or
by means of a buy-and-build approach followed by a public offering.

1991 - 1993

Environmental Protection, Inc.
Founder, Director and Major Shareholder
Organized this environmental cleanup company (with three investors)
to handle hazardous waste, primarily related to hydrocarbon contamination
of soil and water.

1982 - Present

Three G Investments, Ltd
Managing General Partner
Investments in commercial and residential real estate, development, oil
and gas ventures, hotel ownership and management, registered cattle
operations in Texas, Georgia and Cost Rica, and commercial banking
in Houston and Brenham, Texas.

1977 - 1982

South Central Savings Association, Brenham, TX
Senior Vice President and Director
Arranged financing for purchase of this multi-branch savings and loan.
Served in senior management before arranging its sale in 1982.

1976 -1977

Texas Building Center, Inc. & Intile Design, Inc.
Organized with one partner these multi-location companies to service
the building trades. Sold my interest to out-of-state investors.

1971 - 1976

First Mortgage Company of Texas, Inc.

Vice President and Director

Texas First Mortgage, REIT

Managing Agent

Participated in the organization and underwriting of this nationwide construction and development lending entity.

Texas First Mortgage Advisors, Inc.

Executive Vice President and Director

Served in senior management of this advisory company to Texas First Mortgage REIT from its inception.

1969 - 1971

ADA Oil Company, Houston, TX

Vice President

International Land Resources

Vice President, General Manager and Director

Organized and managed day-to-day operations for one of the first SEC registered limited partnerships. Handled all aspects of evaluation, acquisition and sale of properties throughout the United States for the company and its principal shareholder, K.S. "Bud" Adams, Jr.

1967 - 1969

First General Realty Corporation, Houston, TX

Real Estate Development Manager

Participated in the evaluation, purchase, development and marketing of major residential and commercial projects.

EDUCATION

1965 - 1967

Wharton General School of Finance

University of Pennsylvania

Completed course of work for M.B.A. degree

1960 - 1963

LL. B. University of Texas School of Law

Austin, TX

1958 - 1958

University of Texas, Austin, TX

B.A. Liberal Arts

1956 - 1958

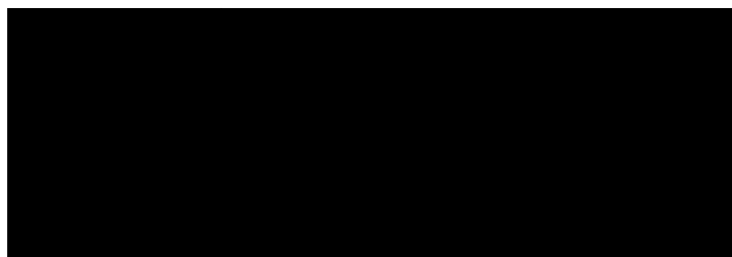
Washington & Lee University, Lexington, VA

MILITARY

First Lieutenant, U.S. Army Military Police Corps., Assigned to the 95th Civil Affairs Group, Fort Gordon, GA. Top Secret security clearance. Served from 1963 to 1965.

AFFILIATIONS

- * • Texas National Bank, Brenham, Texas from 1983 to 2000.
Founder, Director and Chairman of the Audit Committee.
 - Boys and Girls Country of Houston, Inc.
Director from 1985 to 1997
Executive Committee Member from 1990 to 1997
Acting Executive Director, May to November, 1995 - Pro Bono
Honorary Lifetime Director since 1997
 - Texas Brangus Breeders Association
Director from 1977 to 1986
President 1983 and 1984
 - International Brangus Breeders Association
Director and Chairman of various Committees from 1982 to 1986
 - Berry College - Rome, Georgia
Member of Advisory Council (10 years)
 - "100" Club of Washington County, Brenham, TX
Organizer, Officer and Director (5 years)
 - Arts Council of Washington County
Founder and Director (3 years)
 - Washington County Heritage Society , Brenham, TX
Life Member
 - Houston Livestock Show and Rodeo
Director (9 years), Chairman or Member of various committees (20 years)
 - Treco, Inc. (Heavy equipment sales and leasing) ,Houston, TX
Director from 1980 - 1984
 - Tejas Vaqueros
Member from 1980 to 2009
 - Washington County Council, Brenham, TX
Committee Member 1992 to 2000
Vice Chairman from 1997 to 2000
 - Corcel, LLC (oil and gas management company)
Vice Chairman from 1995 to 2001
 - Cadence Therapeutic Riding, Durango, CO
Director and Treasurer 2001 to 2007
-





REGIONAL LA
HOUSING PLATA
ALLIANCE COUNTY

Regional Housing Alliance of La Plata County Board of Directors Application

Name: Daniel Morgenstern

(HOME)

(WORK)

Address:

Phone:

E-mail:

At which address do you prefer to receive mail:

At which number do you prefer to receive calls:

At which address do you prefer to receive e-mail:

Current Occupation

Retired CEO

Educational Experience

University of Rochester Eastman School of Music Bachelors

Boston Conservatory of Music Masters

I have completed the Interfaith Alliance Affordable Housing Training Course attended along with several representatives of local and state government.

Past or Present Work and/or Volunteer Experience Pertinent to the Regional Housing

Alliance Board of Directors Position

25 + Years as CEO of Cleveland Ohio Electroline Manufacturing Company leading to the profitable sale of the Company to NYSE TNB.

Co-Founder of the La Plata County Affordable Housing Task Force with Mary Kennedy of Mercy Housing.

Citizen founder of the Regional Housing Alliance. I played a key role along with Bill Mashaw and Reid Ross and the Affordable Housing Task Force to bring Jennifer Lopez to town thus facilitating her leadership role in local development. Board Member / Trustee of local Habitat for Humanity, Community Compassion Outreach, NINA (Neighbors in Need of Assistance) 35 Years of Board / Trustee experience, (many as President) of over 35 not for profits, with extensive experience in governance, grants and fundraising.

Why are you interested in the Regional Housing Alliance Board of Directors Position?

I have been a citizen advocate for affordable housing for the 21 + years in La Plata County. Having been CEO of Essential Housing Associates, worked extensively on housing needs at Fort Lewis College. As said before, helped establish the RHA.

What would you like to accomplish while serving on Regional Housing Alliance Board of Directors?

See that funding provides land and infrastructure to build LARGE numbers of workforce housing units. Address the housing gap BELOW 30% AMI as a vast number of our employees work below that threshold. Support the City and County to annex buildable land with the necessary water, sewer, roads and utilities which will repay their investment with additional long term revenue. I made some "political statements" in my initial application that I would like to amplify and clarify: I spoke about what is my personal vision (driven by mission) for the RHA, anticipating that the RHA mission is to build work force housing! I specifically wrote about the need for the City and County to cooperate by annexing land and investing in all infrastructure. This is the leading concrete way to pave the way towards building work force housing, (puns intended). I stand by the assertion that significant investment in connecting land, water, sewer, roads etc is the only way to start work force housing development.

Would serving on this Board cause any conflict of interest with your current occupation?

No. I'm retired.

Would you represent any specific segment of the community that has an interest in the activities of this Board or Commission?

Absolutely, starting with the unhoused, underemployed, individuals and families in need of affordable housing ownership and rentals. I am equally attuned to the homeowners who do not want these people in their back yards and believe I can promote the benefits everybody receives from having affordable workforce housing available.

Are you currently serving on any other local Board or Commission? If so, please list.

Director / Trustee NINA Neighbors in Need of Assistance

[Redacted Signature]

January 28, 2022

(Signature)

(Date)

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Equal Opportunity Statement
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**Regional Housing Alliance of La Plata County
Board of Directors Application**

Name: Eric Nelson

(HOME)

(WORK)

Address: [Redacted]
Phone: [Redacted]
E-mail: [Redacted]

At which address do you prefer to receive mail: [Redacted]
At which number do you prefer to receive calls: [Redacted]
At which address do you prefer to receive e-mail: [Redacted]

Current Occupation

Civil Engineer and Real Estate Investor

Educational Experience

Degree in Civil Engineering from Colorado State University

Past or Present Work and/or Volunteer Experience Pertinent to the Regional Housing

Alliance Board of Directors Position

I am the owner of Summit Engineering in Durango, and we provide house design, septic design, land use planning and some civil engineering.

I also own Wild Oak Capital. We purchase properties around the US, so I know a lot about lending, home ownership, and what it looks like to be a good landlord.

I grew up in Bayfield, and do work around the county. I'm very familiar with land use code, and land planning, and I know the challenge of housing and development in the area.

Why are you interested in the Regional Housing Alliance Board of Directors Position?

I think I have a good understanding of housing, lending, and some areas that could use actual change to help the housing challenge in our area.

What would you like to accomplish while serving on Regional Housing Alliance Board of Directors?

I would love to see actual change. The Board should create some actionable items, rather than just lip service. I think some land use challenges add to the struggle, as well as some misunderstandings around housing. I would love to be part of the solution.

Would serving on this Board cause any conflict of interest with your current occupation?

Not that I am aware of.

Would you represent any specific segment of the community that has an interest in the activities of this Board or Commission?

My understanding of land use, being a landlord, lending, and our local challenges would lend me to represent a large portion of the population.

Are you currently serving on any other local Board or Commission? If so, please list.

Yes. I am on the board of the Boys and Girls Club of La Plata county.

[Redacted Signature]

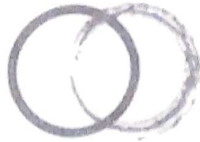
2-17-22

(Signature)

(Date)

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REGIONAL LA
HOUSING PLATA
ALLIANCE COUNTY

Regional Housing Alliance of La Plata County Board of Directors Application

Name: Leslie Carlson

(HOME)

(WORK)

Address:

Phone:

E-mail:

At which address do you prefer to receive mail:

At which number do you prefer to receive calls:

At which address do you prefer to receive e-mail:

Current Occupation

Business owner - Eagle Crane LLC - heavy equipment rental & Groove U - dance instruction/ever

Educational Experience

Associate Degree -Computer Programming/Accounting

Lifelong learning and self educational through seminars, etc. in areas of business management, project management, event production and personal growth.

Past or Present Work and/or Volunteer Experience Pertinent to the Regional Housing

Alliance Board of Directors Position

Habitat for Humanity of La Plata County - Fundraising volunteer since 2007, Fundraising Chair since 2014, BOD, 2014 - 2019 (President 2018/2019), BOD, 2021 - Present

Director/Producer/Chreographer of Danacing with the Durango Stars. This fundraiser contributes to a fund that pays for non-medical travel costs incurred by local families that must seek medical care for their children outside of the local area. Our main clent base is in the income level that struggles with housing security. This fund has helped many of them to remain here and not relocate in order for their child to receive care.

Mother of children that grew up here and are now facing obstacles to actualy being able to afford to live and thrive here.

Why are you interested in the Regional Housing Alliance Board of Directors Position?

I have a strong desire to help our working force citizens achieve housing security and even home ownership. In my tenure with Habitat, I have witnessed so many reach this dream that would otherwise be impossible. And, I have witnessed firsthand the benefits and improvements to those families' lives.

What would you like to accomplish while serving on Regional Housing Alliance Board of Directors?

I would like to play an intergral role in outreach and education to the public at large and public officials on the needs of an underserved demographic in our community. Also, I would advocate and work to put deed restrictions in place that secure affordable/ attainable home ownership in perpetuity.

Would serving on this Board cause any conflict of interest with your current occupation?

None that I can see.

Would you represent any specific segment of the community that has an interest in the activities of this Board or Commission?

No. However, I do believe that this Board should have the primary focus of serving the work force population and helping them to achieve home ownership,

Are you currently serving on any other local Board or Commission? If so, please list.

Habitat for Humanity of La Plata County - BOD
Durango Derailers -Sreering Committee



(Signature)

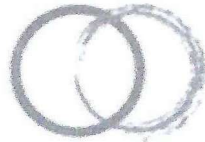
3/24/2022

(Date)

Please return this application to the Regional Housing Alliance of La Plata County by email at info@swccog.org. Your application will be kept on file for one (1) year in case additional vacancies occur. If you have any questions or need additional information concerning this application, please call 970-759-4134.

Equal Opportunity Statement

The Regional Housing Alliance does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.



REGIONAL LA
HOUSING PLATA
ALLIANCE COUNTY

Regional Housing Alliance of La Plata County Board of Directors Application

Name: Patrick Vaughn

(HOME)

(WORK)

Address:

Phone:

E-mail:

At which address do you prefer to receive mail:

At which number do you prefer to receive calls:

At which address do you prefer to receive e-mail:

Current Occupation

Real Estate Consultant

Educational Experience

B.S. Geophysics - University of Arkansas 1982

Past or Present Work and/or Volunteer Experience Pertinent to the Regional Housing

Alliance Board of Directors Position

Worked in real estate development, construction, acquisitions, finance and management for approximately 38 years.

Project Manager of major land development projects from 1989 - 1992. President of a land development and commercial real estate investment company from 1992 - 1997. Regional Manager of 10 master planned communities located in the western U.S. from 1997 - 2003

Annexed the Three Springs community to the City of Durango in 2004 and then grew the land development component outside of the four corners for the Southern Ute Growth Fund through 2006. President of the Tribe's real estate portfolio from 2006 - 2017. Oversaw the expansion across the U.S. including land development, multifamily, industrial, office, retail and hotel investments.

Oversaw the real estate and private equity investment expansion and operations for the Southern Ute Growth Fund from 2016 - 2022.

Why are you interested in the Regional Housing Alliance Board of Directors Position?
Reasonable, quality and cost-effective shelter is critical for this area to properly function.

What would you like to accomplish while serving on Regional Housing Alliance Board of Directors?

To look at the issue holistically - not in little pieces. Every component of housing has an associated cost and many of those components have an associated profit. Each plays a part in the costs associated with housing.

Create workforce housing at scale.

Would serving on this Board cause any conflict of interest with your current occupation?
No

Would you represent any specific segment of the community that has an interest in the activities of this Board or Commission?

I'm most interested in workforce housing. We need workers of all income levels in our area to be able to live in quality shelter that is cost-effective relative to their wages.

Are you currently serving on any other local Board or Commission? If so, please list.
No



(Signature)

03/19/2022

(Date)

Please return this application to the Regional Housing Alliance of La Plata County by email at info@swccog.org. Your application will be kept on file for one (1) year in case additional vacancies occur. If you have any questions or need additional information concerning this application, please call 970-759-4134.

Equal Opportunity Statement
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Contract – Proposed Revisions

To: Regional Housing Alliance Board

From: Jessica Laitsch

Date: April 14, 2022

Attached is a draft contract including a proposed scope of work between the RHA and Cappelli Consulting.

A few items to note:

- a) Staff originally used the incorrect contract template as a basis for the draft contract. The attached contract reflects the standard contract language utilized by the RHA.
- b) The consultant provided the following feedback and suggested changes to the contract and scope of work:
 - Removes the communications portion of the SOW
 - Swaps in subcontractor Williford, LLC to help bolster our capacity on the Roadmap component
 - Removes the "housing development opportunity list" portion of the roadmap work given that we had originally planned for Cynthia of Moxie to lead this in the optional phase II portion of the contract
 - Inserts language allowing a notarized signed agreement to be sent by email rather than post for timeliness
 - Moves the start date to later in April to fall after the RHA discussion next week
 - Reduces the overall cost of the agreement from \$78,540 to \$57,540 to reflect the SOW changes
 - Changed one sentence in the SOW about reliance on the EA report from "provide strategies" to "inform strategies" to allow us more flexibility in the strategy-making process

**AGREEMENT BETWEEN
CAPPELLI CONSULTING
AND
THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

THIS AGREEMENT (the “Agreement”) is entered into this ___ day of _____ 2022, by and between the Cappelli Consulting, (hereinafter referred to as “Contractor”) whose address is _____, and the Regional Housing Authority of La Plata County, a Colorado Housing Authority, whose address is 295 Girard St, Ste B, Durango, CO 81303 (hereinafter referred to as the “RHA”) (and collectively, the “Parties”).

RECITALS

WHEREAS, in November 2021, RHA issued an RFP to build a relationship with a firm or individual who can re-establish the RHA in a manner that provides a wide variety of housing services for each of the different members and their diverse communities; and

WHEREAS, the Contractor responded by submitting a complete and timely response to the RFP. The Contractor was selected based on selection criteria in the RFP; and

WHEREAS, having accepted the proposal for services and negotiated the fee described, the parties wish to enter into this Agreement to specify the work the ~~Contractor~~Contractor will perform on behalf of RHA and how Contractor will be compensated for such work:

NOW, THEREFORE, the parties agree as follows:

1. *Retention of Contractor.* RHA hereby retains Contractor to provide certain Services on the terms herein provided.
2. *Term of Agreement.* The term for this contract is 6 months, commencing upon mutual execution of this contract and ending 6 months thereafter, unless terminated by either party. It may be extended or amended at any time by mutual written consent.
3. *Termination.* This Agreement may be terminated by either Party, with or without cause, by providing at least 30 days’ written notice to the other Party.

RHA may terminate this Agreement immediately without prior notice if any of the following occurs:

- a. Contractor commits a material breach of any provision of this Agreement and thirty days’ notice and an opportunity to cure, without curing lapses; or
- b. Contractor commits an act of fraud, dishonesty or any other act of gross negligent, reckless or willful misconduct in providing the services to the RHA violates any other provision of law; or
- c. Contractor fails to commence the work within the RHA calendar dates, Exhibit B, attached to the Contract or in the opinion of RHA the Contractor fails to perform

the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work; or

- d. Contractor discontinues the work; or
- e. Contractor fails to resume work which has been discontinued within a reasonable time after notice to do so.

Upon termination, RHA shall issue Contractor any payments owed, and Contractor shall return to RHA all of RHA property, correspondence and records, and the parties shall thereafter be relieved from further obligations under this Contract.

4. *Contractor's Duties.* Contractor shall furnish the Services to RHA as described in Exhibit A, Scope of Services.

5. *Compensation and Invoices.* The compensation paid to the Contractor is to be paid on a schedule and at rates as described in Exhibit A. Contractor's obligation to perform is condition on RHA payment.

6. *Agreement to Perform Services as an Independent Contractor.* It is understood through this contract that RHA is contracting with Contractor to provide specific services and this contract should in no way be interpreted that Contractor is an employee of RHA.

Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of RHA and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements, and specifications of this Agreement. Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent contractors and not employees or agents of RHA. Contractor shall not be under the control of RHA or its employees as to the means or manner by which such result is to be accomplished.

Contractor shall have no claim against RHA hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements.

7. *Notices.* Any notice this Agreement requires must be ~~notarized and sent written and hand delivered or sent by U.S. Certified mail, return receipt requested, to the parties at the address listed above and also via email,~~ to the following e-mail addresses:

If to CONTRACTOR: Jonathan@cappelliconsulting.com (insert e-mail notice address)

If to RHA: _____ (insert e-mail notice address)

8. *Assignment.* Neither party shall have the right to assign this Agreement except with the express written consent of the other.

9. *Enforceability.* If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete the term

Commented [1]: Completely optional edit—we simply thought that executing the contract would be more time-efficient if we used a notary and emailed a copy as soon as we come to an agreement.

or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby so long as the purposes of this contract can be met.

10. *Governing Law and Enforcement.* The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. Any dispute concerning the performance or interpretation of the agreement which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's board of directors. If the matter is not resolved within 45 days after referral, either party may file legal action. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in La Plata County, Colorado.

11. *Entire Agreement.* The parties agree that this Agreement constitutes the entire Agreement between the parties and supersedes any and all prior oral representations, promises, covenants, understandings and other agreements, if any, between the parties and their agents, and this Agreement may not be modified in any manner except by an instrument in writing executed by both parties.

12. *Waiver.* No failure by either party to exercise any right it may have shall be deemed to be a waiver of that right or of the right to demand exact compliance with the terms of this Agreement.

13. *Construction.* This Agreement's final form resulted from review and negotiations among the parties and/or their attorneys and no part of this Agreement shall be construed against any party on the basis of authorship.

14. *Signatory's Authority.* Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement.

15. *Funding availability.* Financial obligations of the RHA and performance obligations of Contractor are contingent upon annual appropriation of funds by their organizations to pay for the scope of work defined in this agreement. The Parties understand and accept that RHA obligations to make any payments, and Contractor obligations to perform services are contingent on annual appropriation of funds. The parties represent that funds have been appropriated for the initial term.

16. *Third Party Beneficiaries.* The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement shall have any right, legal or equitable, to enforce any provision of this Agreement.

17. *Breach of Contract.* The prevailing party to any litigation arising out of this agreement shall be entitled to all costs of that action, including reasonable attorney's fees. Notwithstanding, neither party shall be liable for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing, replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of its performance or failure to perform under this agreement. Additionally, any damages

against Contractor shall be capped at the amount of funds that Contractor has received from the RHA during the fiscal year in which such liability or damage accrued.

18. *Liability Insurance.* The Contractor agrees to maintain valid and current liability insurance at its own expense during the entire period of this Agreement. The minimum liability insurance that the Contractor shall carry will be \$500,000 per occurrence, \$1,000,000 in the aggregate.

19. *Indemnification.* Each party, to the extent authorized by law, shall indemnify and hold the other harmless, their agents, employees, and Directors from and against any claim, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or related to that party's own failure to properly perform under this agreement, but only to the extent the failure to perform is caused in whole or in part by the negligent acts or omission of that party, or anyone directly or indirectly employed by that party, and so long as that party did not cause, in whole or in part, the other party not to properly perform. RHA to the extent authorized by law, shall indemnify and hold the Contractor harmless from any claims made against the Contractor arising from RHA's actions or inactions that are either negligent or a breach of their contract with others, including reasonable attorney's fees and court costs.

20. *Intent.* It is the intent of the Parties that all contractual and statutory obligations of the RHA remain those of the RHA and are not assigned to the Contractor and do not become the obligation of the Contractor. This Agreement does not create a joint venture or partnership or merger of the Parties. RHA is and shall remain a separate and distinct entity from the Contractor.

21. *Immunity.* By executing this agreement, Contractor does not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act, does not create a multi-year financial obligation, and does not create any other financial obligation not supported by a current appropriation.

22. *List of Exhibits*
Exhibit A – Scope of Services and Compensation

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Regional Housing Alliance of La Plata County

Title, Date

Cappelli Consulting

ATTACHMENT A -SCOPE OF WORK

Time frame April ~~22-207~~-September ~~22-307~~, 2022

A.1 Services

1. **Operations:** Work with the SWCCOG (which acts as the RHA's current fiscal agent and administrator) on operational duties as may be necessary to carry out this contract scope of work including:
 - Preparing for Board and Executive Committee meetings to provide briefings/updates on work.
 - Establishing/Managing RHA email account and responding to all email, calls, and website inquiries following established protocols approved by the Executive Committee.
 - Acting as a central point of contact for RHA operations.
2. **Board Meetings:** Attend all Board meetings of the RHA (monthly) when requested.
3. **Board Executive Committee:**
 - Work with RHA Board to establish an Executive Committee.
 - Provide project updates and decision items for discussion so that the Executive Committee can provide detailed guidance to the full RHA Board.
 - Attend all Executive Committee meetings.
4. **Communications:** ~~Build the RHA name and brand, and put in place new tools for communicating the work of the RHA to the community by:~~
 - ~~Auditing the current RHAs communications~~
 - ~~Developing a communications plan~~
 - ~~Developing a logo and brand~~
 - ~~Launching a new website~~
5. **Roadmap:** Develop a "Housing Investment Roadmap" to identify core RHA activities, resources to fund said activities and project timelines for specific activities.
 - Utilize work completed for the La Plata Economic Development Alliance countywide workforce housing plan and any other data or plans available in order to ~~inform provide~~ overall strategies including:
 - ~~Provide the RHA with a working list of specific housing development opportunity parcels for unit development~~
 - Identify opportunities for government-to-government collaboration and help the RHA align its goals, priorities, and work with key stakeholder organizations.
 - Seek feedback on proposed Roadmap activities from key stakeholders and the public; provide a Draft Roadmap to the RHA Board by August 2022.
 - Review RHA structure and funding, and make recommendations regarding long-term effectiveness, viability and sustainability of the RHA past 2022; help the RHA assess funding strategies and options for meeting annual operational costs.
 - Make specific recommendations to the RHA related to funding opportunities from grants, low-interest loans, and any other sources available to the RHA from all private, public or nonprofit sources.

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Commented [2]: Given this was originally the purview of Moxie, we deleted it from the scope. However, in the course of our work on the operations side, we are happy to make communications recommendations and some materials when necessary. If the RHA considers this to be an essential part of the contract, we are happy to subcontract this work. Alternatively, the RHA could choose to bring in a communication-specialist on a separate contract to work on this item.

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Commented [3]: If we recall correctly, this element of the SOW was slated for "Phase II" of the original plan after the planning process was concluded.

A.2 Fees & Invoicing

The amount of this contract shall not exceed ~~\$78,540~~ \$57,540

RHA Operations	\$15,040
<u>Communications</u>	<u>\$19,000</u>
Roadmap Development	\$42,000 <u>\$40,000</u>
Contract Administration	\$2,500
Total Budget Not To Exceed	\$78,540 <u>\$57,540</u>

Budget Notes

- Budget assumes 2-4, 4-6 trips to La Plata County for 1-2 team members.
- Invoices including an overview of tasks will be submitted monthly to RHA administrative staff (SWCCOG).
- Invoices will be paid within 30 days of receipt.
- Cappelli Consulting is the lead consulting group and will subcontract with Williford, LLC and other trusted partners, Project Moxie [] (if needed) on specific tasks related to the development of the roadmap.

Commented [4]: We have identified Williford, LLC as a replacement for Moxie on this work. Williford will assist with approx. 1/3 of the Roadmap work. Because this work was originally planned to be split 50/50 with the previous subcontractor, we'd like to leave space to augment our subcontractor deck (only if necessary) to ensure we complete this SOW in a timely fashion.

EXECUTIVE SESSION AGENDA FORM

For an Executive Session of the

LA PLATA COUNTY REGIONAL HOUSING ALLIANCE

Date: _____

Pursuant to Colo. Rev. Stat. § 24-6-402(4), upon the affirmative vote of two-thirds of the quorum present, the La Plata County Regional Housing Alliance Board of Directors will hold an executive session to discuss the matters identified below. The motion to hold an executive session shall identify the statutory provision authorizing the executive session and shall identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

_____The purchase, acquisition, lease, transfer, or sale of real, personal or other property pursuant to Colo. Rev. Stat. § 24-6-402(4)(a). Purpose: _____

_____For purposes of the Board receiving legal advice on specific legal questions pursuant to Colo. Rev. Stat. § 24-6-402(4)(b). Purpose: _____

_____Matters required to be kept confidential by federal or state law or rules and regulations pursuant to Colo. Rev. Stat. § 24-6-402(4)(c). Purpose: _____

_____Specialized details of security arrangements or investigations pursuant to Colo. Rev. Stat. § 24-6-402(4)(d). Purpose: _____

_____Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators pursuant to Colo. Rev. Stat. § 24-6-402(4)(e). Purpose: _____

_____Personnel matters pursuant to Colo. Rev. Stat. § 24-6-402(4)(f). Purpose: _____

_____Consideration of any documents protected by the mandatory nondisclosure provisions of the Open Records Act pursuant to Colo. Rev. Stat. § 24-6-402(4)(g). Purpose: _____

In addition to the matters checked above, the Board reserves the right to hold executive session on such other or additional matters allowed pursuant to Colo. Rev. Stat. § 24-6-402(4). Purpose: _____

EXECUTIVE SESSION

MOTION to begin made by: _____

CAUSE: _____

DATE: _____ Began: _____ a.m./p.m. To: _____ a.m./p.m.

VOTE:

MOTION to continue session made by: _____

DATE: _____ Began: _____ a.m./p.m. To: _____ a.m./p.m.

VOTE:

MOTION to reconvene made by: _____

DATE: _____ Ended: _____ a.m./p.m.

VOTE:

MOTION to end made by: _____

DATE: _____ Ended: _____ a.m./p.m.

VOTE: