



Agenda
RHA Board of Directors
September 14, 2021 – 2:00 p.m.

Ignacio Town Hall
540 Goddard Avenue, Ignacio, CO, 81137

A. Call Meeting to Order

B. Introductions and Roll Call

C. Public Comment

D. Approval of Agenda

E. Consent Agenda

1. Approve the Consent Agenda
 - a) July 27, 2021 Minutes
 - b) Financial Statements as prepared by Jessica Laitsch

F. Decision Items

1. Notice of Meeting Locations
2. Membership in Housing Colorado – Marsha Porter-Norton
3. MOU Between SWCCOG and RHA
4. Review RFP – Kim Baxter
5. Review and Approve Updated IGA – Mike Segrest

G. Discussion/Updates

1. 2020 Audit Exemption
2. 2022 Budget Direction
3. SWCCOG Housing Updates
4. Board Action Plan Updates
 - a) Update on Potential Opportunities for Housing - Mike Segrest
 - b) Housing Prep Check List – Marsha Porter-Norton and Katie Sickles
5. Pending or upcoming legislation update

H. Presentations and Engagement with Non-RHA Entities

I. Member Updates

1. Town of Bayfield
2. City of Durango
3. Town of Ignacio
4. La Plata County

J. Adjournment

Section A – Call Meeting to Order

Section B – Roll Call

Section C – Public Comment

The Board welcomes public participation in the Board meetings. Individuals wishing to address the Board under Public Comment are asked to please notify either the Chair of the Board or the Clerk to the Board upon their arrival at the meeting. Public Comment will be taken as time permits. Comments shall be limited so that everyone may be heard. This item is limited to matters under the jurisdiction of the Board, which are not on the posted agenda and items which have not already been considered by the Board. The Board limits testimony on matters not on the agenda to 3 minutes per person and not more than 20 minutes total unless the Board approves an extended time as part of the agenda. No formal action may be taken at the meeting on matters addressed at Public Comment. Comments on matters on the current agenda will be taken following discussion of each item by the Board.

Section D – Approval of Agenda

Section E – Consent Agenda



Minutes

Board of Directors Meeting ~ **July 27, 2021**

2:00 p.m.

A. Call Meeting to Order

B. Roll Call – Quorum Determination

Board Members Present: Marsha Porter-Norton – La Plata County, Commissioner
Kevin Hall – City of Durango, Assistant Manager
Mark Garcia – Town of Ignacio, Interim Manager
Katie Sickles – Town of Bayfield, Town Manager
Kelly Polites – Town of Bayfield
Kim Baxter – City of Durango
Stella Cox – Town of Ignacio

Staff/Others Attendees: Carole McWilliams
Ron Dunavant – TBK Bank
Mike Segrest – La Plata County Assistant County Manager
Josh Joswick – Town of Bayfield
David Black – Town of Bayfield
Ashleigh Tarkington – Town of Bayfield
Beth Lamberson – Town of Bayfield
Miriam Gillow-Wiles - Southwest Colorado Council of Governments
Jessica Laitsch – Southwest Colorado Council of Governments
Bryce Bierman – Southwest Colorado Council of Governments

The meeting began at 2:07 p.m.

Marsha Porter-Norton asked that the Board add a discussion item to the agenda regarding a media policy.

C. Public Comment

There was no Public Comment

D. Approval of the Agenda

Keven Hall mentioned Resolution 21-01 (adoption of the budget) was tabled at the March meeting, but it is not included in the agenda. The Board decided the decision could wait until we can find why the item was not on this meeting's agenda.

Mark Garcia motioned to approve the agenda, Kelly Polites seconded, unanimously approved.

E. Consent Agenda

1. Action: Approve the Consent Agenda

a) **December 9, 2020** Minutes

b) **December 2020** Financial Statements as prepared by Jessica Laitsch

Proposed Motion: Approve the Consent Agenda.

Kevin Hall asked for an “All in Favor,” none opposed.

F. New Business

1. Election of Officers

Commissioners Housing Work Session input – Mike Segrest

Kevin Hall described the RHA as in a “mothballed” state for some time now and asked what needs to happen to officially reinstate the RHA. Kevin Hall and Kim Baxter asked if it would make sense to table the item until the structure of the Board is established. Mike Segrest suggested appointing a new president since Kevin Hall is not an official Board member at this time. Kim Baxter volunteered to take over as President.

Marsha Porter-Norton motioned to appoint Kim Baxter as President of the Board, Mark Garcia seconded, unanimously approved.

2. Bank Account Signers

Marsha Porter-Norton motioned to make Marsha Porter-Norton and Mark Garcia the bank account signers, Katie Sickles seconded, unanimously approved.

3. Review and Approve SWCCOG Proposal for Administration and Financial Management

Kim Baxter proposed a 30-day out cancelation provision. Mark Garcia suggested revisiting the PSA between RHA and SWCCOG to make sure there is enough money left to move forward. Miriam will devise the new contract based off the existing PSA as some of the old amendments are out of date.

4. Monthly Meeting Dates/Times

The Board decided that the first Thursday of every month starting in September (September 2nd), on a rotating basis between Durango, La Plata County, Bayfield, and starting with Ignacio. Durango and La Plata County will alternate hosting dates as they are both in Durango.

Katie Sickles motioned to approve the decision to hold the RHA Board meetings on a rotating location basis (Durango and La Plata County will alternate their hosting dates) on the first Thursday of every month from 2:00-4:00 pm, starting in September in Ignacio, seconded by Mark Garcia, unanimously approved.

G. Discussion

1. IGA Revision Update

Katie Sickles asked if the IGA would have performance expectations of the RHA and who would set those standards. Kevin Hall mentioned the strategic plan could lay out those expectations. Miriam will send previous IGAs and funding agreements for the last two years the RHA was in operation. Further IGA and funding agreement review is ongoing.

2. Beginning Discussion for Opportunities for Building Affordable/Workforce Housing

Marsha recommended the Board, or a committee, start looking at potential details for partnerships. Members will continue to report back prior to the formation of a committee.

3. Discuss Board structure

Miriam stated that August 12th is the next COG meeting. A Department of Housing representative will be present to give a presentation on the state funding for affordable housing. Mark Garcia recommended using the strategic plan to give direction to a consultant (this could be a private partner or one of the RHA Member) so they can tell us how they could help us achieve those goals. After the finalization of the IGA the Board would be able to officially start vetting potential partners. Mark Garcia asked the Board to look at Sandhya’s work in the Board Packet to summarize thoughts from the retreat. Kevin Hall mentioned the Board will have to dial down the RFQ after it is presented to make sure they are not duplicating any services.

4. Pending or upcoming legislation update

No discussion.

5. Board Action Plan Update

No discussion.

6. Media Policy

Marsha asked that if press reaches out to any Board member they refer them to the other Board members for their comment as well.

H. Presentations and Engagement with Non-RHA Entities

I. Durango Area Association of Realtors

Marsha went to the last DAAR meeting and is asking if she should meet with them to get their thoughts on how to help the RHA's mission. Kim Baxter mentioned that if we open up to suggestions then the situation may become convoluted. Kelly Polites mentioned the consulting firm would be able send a question form to the realtors to help summarize their input in a central spreadsheet.

I. Member Updates

Mark Garcia mentioned an email from Elizabeth from Housing Solutions that asked the RHA to use Housing Solutions as a partner (Rock Creek Property specifically for Ignacio). Katie Sickles mentioned she works with HomesFund and Habitat for Humanity. Marsha Porter-Norton suggested that we should be trying to work with all of these supportive non-profits whenever possible. Katie Sickles mentioned SGM is the engineering firm Bayfield is using for their housing development.

J. Adjournment

Mark Garcia motioned to adjourn the meeting. Marsha Porter-Norton seconded. Adjourned at 3:42pm

Board to Tour Bayfield property for Workforce Housing after the Board Meeting. No decisions were made.

Regional Housing Alliance Mission Statement

As a local governmental partnership, the Regional Housing Alliance develops housing policy, identifies priorities, and allocates resources to provide La Plata County workforce and residents with affordable housing opportunities and to ensure the county remains diverse and economically strong.

RHA Financials 1/1/2021-7/31/2021

To: Regional Housing Alliance of La Plata County
From: Jessica Laitsch
Date: 14 September, 2021

Comments: A Balance Sheet and Profit and Loss Report for the period January 1 to July 31, 2021 is attached. These reports include some changes since the July meeting, please see the notes below.

- The net assets have been updated to reflect the transfer of assets including mortgage loans receivable, mortgage loan payoff proceeds, and a parcel of land to HomesFund and La Plata County during the period 2017-2020. This change more accurately reflects the current financial status of the organization.
- Staff was asked to update Profit and Loss reports to include the current financial status relative to the annual budget. Budget to Actual reports will be provided moving forward.

Regional Housing Alliance of La Plata County
Balance Sheet
As of July 31, 2021

	Jul 31, 21
ASSETS	
Current Assets	
Checking/Savings	
Operating Funds (Unrestricted)	
1000 · Operating Account	19,933.22
Total Operating Funds (Unrestricted)	19,933.22
Loan Funds (Restricted)	
1006 · LPC MA Revolving Loan Fund	
LPC MA Revolving LF Interest In	1,869.74
LPC MA Revolving LF - EIAF	248,997.71
Total 1006 · LPC MA Revolving Loan Fund	250,867.45
Total Loan Funds (Restricted)	250,867.45
Total Checking/Savings	270,800.67
Other Current Assets	
1400 · Prepaid Expenses	
1400.1 · Prepaid Liability	630.83
Total 1400 · Prepaid Expenses	630.83
Total Other Current Assets	630.83
Total Current Assets	271,431.50
TOTAL ASSETS	271,431.50
LIABILITIES & EQUITY	
Equity	
2052 · Restricted Net Assets	250,739.08
2053 · Unrestricted Net Assets	13,970.56
2054 · Reserved for Emergencies	22,500.00
Net Income	(15,778.14)
Total Equity	271,431.50
TOTAL LIABILITIES & EQUITY	271,431.50

Regional Housing Alliance of La Plata County
Profit & Loss Budget vs. Actual
 January through July 2021

	Jan - Jul 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
3215 · EIAF Released from Restricted	0.00	250,701.00	(250,701.00)	0.0%
3000 · Unrestricted Revenues				
3121 · Interest Income - Bank Accounts	144.98	600.00	(455.02)	24.2%
Total 3000 · Unrestricted Revenues	144.98	600.00	(455.02)	24.2%
Total Income	144.98	251,301.00	(251,156.02)	0.1%
Expense				
4010 · Advertising	0.00			
4080 · Liability Insurance	883.12	1,514.00	(630.88)	58.3%
4315 · Professional Services				
4398 · Prof'l Services - Admin Fee	10,000.00	10,000.00	0.00	100.0%
4322 · Prof'l Services- Legal Fees	90.00	11,000.00	(10,910.00)	0.8%
4315 · Professional Services - Other	4,950.00	50,000.00	(45,050.00)	9.9%
Total 4315 · Professional Services	15,040.00	71,000.00	(55,960.00)	21.2%
6240 · Miscellaneous	0.00	1,000.00	(1,000.00)	0.0%
Total Expense	15,923.12	73,514.00	(57,590.88)	21.7%
Net Ordinary Income	(15,778.14)	177,787.00	(193,565.14)	(8.9)%
Net Income	(15,778.14)	177,787.00	(193,565.14)	(8.9)%

Section F – New Business

Notice of RHA Meetings Location

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 12 September 2021

In preparation of the RHA's redevelopment the SWCCOG staff identified the fact that the RHA has not decided on a location to post meeting notifications in quite some time, especially since the passing of HB19-1087. HB1087 allows public entities to post meeting location/dates/times etc solely online. However, the RHA no longer has a website, as such, Staff have been posting to the SWCCOG website. The RHA Board can choose to print and post an agenda as well, however all official locations need to be identified and approved.

The RHA Board should formally decide on meeting notification location(s) given the interest in the rejuvenation of the organization.

Legal Review: Not Applicable at this time, however high importance, legally to comply with Colorado Sunshine Laws

Financial Implications: None, unless the RHA Board chooses to redevelop a website

Proposed Action: Select at least one location for the RHA meeting notifications.

An Act

HOUSE BILL 19-1087

BY REPRESENTATIVE(S) Soper and Hansen, Coleman, McKean, Snyder, Williams D., Bockenfeld, Gray, Jaquez Lewis, Kipp, Rich, Tipper, Titone, Weissman;
also SENATOR(S) Woodward and Bridges, Gonzales, Hisey, Moreno, Todd.

CONCERNING ONLINE NOTICE OF PUBLIC MEETINGS OF A LOCAL GOVERNMENTAL ENTITY.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 24-6-402, **amend (2)(c)** as follows:

24-6-402. Meetings - open to public - legislative declaration - definitions. (2) (c) (I) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the

local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible.

(II) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES THAT:

(A) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT LOCAL GOVERNMENTS TRANSITION FROM POSTING PHYSICAL NOTICES OF PUBLIC MEETINGS IN PHYSICAL LOCATIONS TO POSTING NOTICES ON A WEBSITE, SOCIAL MEDIA ACCOUNT, OR OTHER OFFICIAL ONLINE PRESENCE OF THE LOCAL GOVERNMENT TO THE GREATEST EXTENT PRACTICABLE;

(B) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO RELIEVE A LOCAL GOVERNMENT OF THE REQUIREMENT TO PHYSICALLY POST MEETING NOTICES, WITH CERTAIN EXCEPTIONS, IF THE LOCAL GOVERNMENT COMPLIES WITH THE REQUIREMENTS OF ONLINE POSTED NOTICES OF MEETINGS;

(C) A NUMBER OF FACTORS MAY AFFECT THE ABILITY OF SOME LOCAL GOVERNMENTS TO EASILY ESTABLISH A WEBSITE, POST MEETING NOTICES ONLINE, AND OTHERWISE BENEFIT FROM HAVING AN ONLINE PRESENCE, INCLUDING THE AVAILABILITY OF BROADBAND OR RELIABLE BROADBAND, THE LACK OF CELLULAR TELEPHONE AND DATA SERVICES, AND FISCAL OR STAFFING CONSTRAINTS OF THE LOCAL GOVERNMENT;

(D) LOCAL GOVERNMENTS ARE ENCOURAGED TO AVAIL THEMSELVES OF EXISTING FREE RESOURCES FOR CREATING A WEBSITE AND RECEIVING CONTENT MANAGEMENT ASSISTANCE FROM THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY AND STATEWIDE ASSOCIATIONS REPRESENTING LOCAL GOVERNMENTAL ENTITIES; AND

(E) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO CLOSELY MONITOR THE TRANSITION TO PROVIDING NOTICES OF PUBLIC MEETINGS ONLINE OVER THE NEXT TWO YEARS AND, IF SIGNIFICANT PROGRESS IS NOT MADE, TO BRING LEGISLATION MANDATING IN STATUTE THAT ALL NOTICES BE POSTED ONLINE EXCEPT IN VERY NARROW CIRCUMSTANCES THAT ARE BEYOND THE CONTROL OF A LOCAL GOVERNMENT.

(III) ON AND AFTER JULY 1, 2019, A LOCAL PUBLIC BODY SHALL BE

DEEMED TO HAVE GIVEN FULL AND TIMELY NOTICE OF A PUBLIC MEETING IF THE LOCAL PUBLIC BODY POSTS THE NOTICE, WITH SPECIFIC AGENDA INFORMATION IF AVAILABLE, NO LESS THAN TWENTY-FOUR HOURS PRIOR TO THE HOLDING OF THE MEETING ON A PUBLIC WEBSITE OF THE LOCAL PUBLIC BODY. THE NOTICE MUST BE ACCESSIBLE AT NO CHARGE TO THE PUBLIC. THE LOCAL PUBLIC BODY SHALL, TO THE EXTENT FEASIBLE, MAKE THE NOTICES SEARCHABLE BY TYPE OF MEETING, DATE OF MEETING, TIME OF MEETING, AGENDA CONTENTS, AND ANY OTHER CATEGORY DEEMED APPROPRIATE BY THE LOCAL PUBLIC BODY AND SHALL CONSIDER LINKING THE NOTICES TO ANY APPROPRIATE SOCIAL MEDIA ACCOUNTS OF THE LOCAL PUBLIC BODY. A LOCAL PUBLIC BODY THAT PROVIDES NOTICE ON A WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) SHALL PROVIDE THE ADDRESS OF THE WEBSITE TO THE DEPARTMENT OF LOCAL AFFAIRS FOR INCLUSION IN THE INVENTORY MAINTAINED PURSUANT TO SECTION 24-32-116. A LOCAL PUBLIC BODY THAT POSTS A NOTICE OF A PUBLIC MEETING ON A PUBLIC WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) MAY IN ITS DISCRETION ALSO POST A NOTICE BY ANY OTHER MEANS INCLUDING IN A DESIGNATED PUBLIC PLACE PURSUANT TO SUBSECTION (2)(c)(I) OF THIS SECTION; EXCEPT THAT NOTHING IN THIS SECTION SHALL BE CONSTRUED TO REQUIRE SUCH OTHER POSTING. A LOCAL PUBLIC BODY THAT POSTS NOTICES OF PUBLIC MEETINGS ON A PUBLIC WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) SHALL DESIGNATE A PUBLIC PLACE WITHIN THE BOUNDARIES OF THE LOCAL PUBLIC BODY AT WHICH IT MAY POST A NOTICE NO LESS THAN TWENTY-FOUR HOURS PRIOR TO A MEETING IF IT IS UNABLE TO POST A NOTICE ONLINE IN EXIGENT OR EMERGENCY CIRCUMSTANCES SUCH AS A POWER OUTAGE OR AN INTERRUPTION IN INTERNET SERVICE THAT PREVENTS THE PUBLIC FROM ACCESSING THE NOTICE ONLINE.

(IV) FOR PURPOSES OF THIS SECTION, "LOCAL PUBLIC BODY" INCLUDES MUNICIPALITIES, COUNTIES, SCHOOL BOARDS, AND SPECIAL DISTRICTS.


SECTION 2. In Colorado Revised Statutes, 32-1-903, **amend** (2) as follows:

32-1-903. Meetings. (2) Notice of time and place designated for all regular AND SPECIAL meetings shall be ~~posted in at least three public places within the limits of the special district, and, in addition, one such notice shall be posted in the office of the county clerk and recorder in the county or counties in which the special district is located.~~ Such notices shall remain


~~posted and shall be changed in the event that the time or place of such regular meetings is changed~~ PROVIDED IN ACCORDANCE WITH SECTION 24-6-402. Special meetings may be called by any director by informing the other directors of the date, time, and place of such special meeting, and the purpose for which it is called, and by ~~posting~~ PROVIDING notice ~~as provided in this section at least seventy-two hours prior to said meeting~~ IN ACCORDANCE WITH SECTION 24-6-402. All official business of the board shall be conducted only during said regular or special meetings at which a quorum is present, and all said meetings shall be open to the public.

SECTION 3. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 2, 2019, if adjournment sine die is on May 3, 2019); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless


approved by the people at the general election to be held in November 2020 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



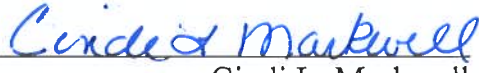
KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

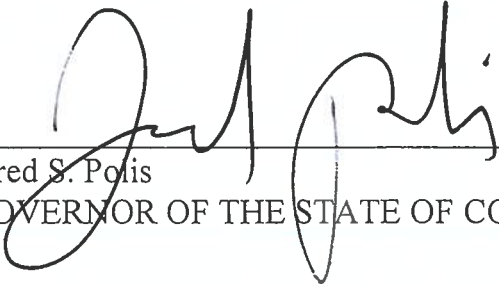


Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED April 25, 2019 at 1:45 p.m.
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Membership in Housing Colorado

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 12 September 2021

Commissioner Porter-Norton asked to have this agenda item on the September Agenda. The question was proposed if the RHA should be members of Housing Colorado. Below is the organization's mission and 2020-2022 Strategic Initiatives.

Housing Colorado Mission:

Housing Colorado is to be a unified voice promoting the preservation and production of quality affordable housing for low and moderate income Coloradans through statewide education and advocacy in order to build a strong economy and healthy communities.

Diversity, Equity, and Inclusion: Housing Colorado is committed to advancing policies that reverse the legacy of racism and discrimination in the housing industry. We seek to dismantle systems and barriers that prevent people of color and marginalized individuals access to thriving, inclusive communities.

Housing Colorado 2020-2022 Strategic Initiatives:

LENS: Evaluate all programming, events, and communications to ensure that Housing Colorado is diverse, equitable and inclusive.

TOOLS: Use outreach and communications to implement initiatives.

SUSTAINABILITY: Stress test financials and business model to ensure sustainability.

High-Priority Initiatives

1. By 2022, Housing Colorado will increase its advocacy effectiveness at the state level.
2. By 2022, Housing Colorado will maintain the annual Housing Colorado Conference as the premier housing event in Colorado while cultivating the current culture and feel.
3. By 2022, Housing Colorado will build and implement strategy to empower local and regional housing advocacy groups to further affordable housing policies and projects in their communities.

Lower-Priority Initiatives

1. By 2022, Housing Colorado will develop and implement a leadership development program for affordable housing professionals.
2. By 2022, Housing Colorado will augment its annual calendar of networking and convening events to include young professionals, rural housing professionals and housing professionals from diverse backgrounds.
3. By 2022, Housing Colorado will continue to offer resources on the benefits of affordable housing to elected officials, local advocacy groups, and other housing stakeholders.

Second-Year Plan: 2021

1. Increase advocacy effectiveness at the state level
 - a. Develop and host virtual Colorado Mid-Session Legislative Debrief.
 - b. Educate new legislators on benefits of affordable housing and effective policies and learn about potential housing legislation.
 - c. Bring all housing-related legislation to Legislative Committee, review using policy priority and filter process including identifying potential housing inequity consequences and provide position recommendation to the Board.
 - d. Implement lobbying strategy as recommended by Legislative Committee and approved by Board.
 - e. Participate in housing advocacy coalitions.
 - f. Develop Federal connections with national groups (CISHA, NAHRO, HAG, NLIHTC).
 - g. Send policy survey to members.
 - h. With housing advocacy partners, develop and disseminate candidate questionnaire on housing issues.
 - i. Select Legislative Committee members for 2022 session.
2. Convene the annual Housing Colorado Conference as the premier Colorado housing event while maintaining the current culture and feel.
 - a. With Conference Planning Committee, identify target audiences for sessions.
 - b. With the Conference Workshop Sub-Committee, select sessions that appeal to target audiences.
 - c. Include the DEI (Diversity, Equity, and Inclusion) statement on the program, conference website, and at the beginning of sessions.
 - d. Provide sessions and events that would be of interest to diverse housing stakeholders such as residents, community organizers, and health advocates and create opportunities for networking amongst diverse professionals.
 - e. Request session nominators include equity lens for presentations.
 - f. Provide financial analysis on conference registration, sponsorships, etc.
 - g. Engage Board to solicit additional sponsorships.
3. Build and implement strategy to empower local and regional housing advocacy groups to further affordable housing policies and projects in their communities.
 - a. Develop metrics and materials to assist local housing advocacy groups health and housing equity campaigns. Solicit proposals from messaging professionals from diverse backgrounds and the communities being served.
 - b. Refresh the Live Affordably Colorado website and materials. Ensure that the website is mobile and tablet friendly and in multiple languages or includes the ability to request translation.
 - c. Work with health equity partners to articulate the link between health and housing.
 - d. Seek opportunities to learn from local housing advocacy groups. Include all relevant groups especially resident advocacy groups.
 - e. Disseminate Eagle Award videos.
 - f. Develop additional collateral to assist local housing advocacy groups in supporting development and countering anti-growth movements. Balance the representations of the people we serve so that not just minorities are represented. Highlight successful partnerships that made the development successful.

Lower-Priority Initiatives

4. Develop and implement a leadership development program for affordable housing professionals.
 - a. With Young Professionals (YP) committee, plan and host six events geared toward young professionals.
 - b. Recruit additional members for YP committee.
 - c. Explore opportunities to partner with industry organizations on their leadership development programs (e.g. REDI).

-
5. Augment annual calendar of networking and convening events to include rural housing professionals and housing professionals from diverse backgrounds.
 - a. Include DEI statement at the beginning of all webinars.
 - b. With Education Committee, plan calendar of events that will be relevant and accessible to rural housing professionals and housing professionals from diverse backgrounds and other relevant stakeholder groups such as resident advocacy organizations.
 - c. Develop and implement calendar of webinars on topical issues, including sharing access to webinars hosted by other housing organizations.
 - d. Execute annual calendar of events.
 6. Provide resources on the benefits of affordable housing to elected officials, local advocacy groups, and other housing stakeholders.
 - a. Refresh existing Live Affordably Colorado website resources.
 - b. Fund and publish housing data reports. Incorporate issues of equity and inclusion into the design and messaging for affordable housing research. Support racial equity research and tools.
 - c. Gather and publish materials that highlight accomplishments and impact of housing funding.
 - d. Pursue opportunities for additional research and publications in partnership with other organizations.
 7. Maintain membership model and improve processes and programs
 - a. Initiate membership campaign to recruit existing and new members.
 - b. Craft values statement and rewrite mission statement.
 - c. Maintain financial records, files, and operations in a safe, ethical, and transparent manner.
 - d. Include DEI (Diversity, Equity, and Inclusion) statement on the Housing Colorado website. Link to the statement from the main page. Include DEI statement on email communications.

Legal Review: Not needed at this time

Financial Implications: 2022 Membership Dues of \$335

Proposed Action: Approve 2022 Housing Colorado Membership



2021 Statewide Outreach and Engagement

HOUSING COLORADO
 COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)
 COLORADO DEPARTMENT OF LOCAL AFFAIRS
 DIVISION OF HOUSING (DOH)

1

Welcome!



Brian Rossbert
 Executive Director
brian@housingcolorado.org
 303-941-7809
www.housingcolorado.org



Cris White
 Executive Director and CEO
cwhite@chfainfo.com
 303-297-7400
www.chfainfo.com



Alison George
 Director,
 Division of Housing
alison.george@state.co.us
 303-864-7818
www.colorado.gov/dola

Andrew Paredes
 Director of Housing Finance
 and Sustainability
Andrew.paredes@state.co.us
 303-864-7822

2

Agenda

- 10:00am Welcome and Introductions
- 10:15am The Colorado Housing Framework
- 10:45am Federal and State stimulus funds
- 11:00am Break
- 11:15am Small group discussions by topic
- 11:45am Large group report out and a break
- 12:00pm Small group discussion #2
(breakout rooms by geographic region)
- 12:20pm Large group report out
- 12:30pm Adjourn



3

Housing Colorado 2021 Legislative Review

Brian Rossbert, Executive Director



4

Housing Colorado Overview

Mission



Mission

Housing Colorado is to be a unified voice promoting the preservation and production of quality affordable housing for low and moderate income Coloradans through statewide education and advocacy in order to build a strong economy and healthy communities.

- Association of nearly 300 organizations and 6000 individuals.
- Work to educate our members about affordable housing topics, including at our annual conference.
- Advocate at the state capitol for more affordable housing options/funding



About Housing Colorado

5

2021 Session in Review



Criminal Justice Reform



Health Insurance Option



Transportation Funding



Much More...

6

The State Budget: A Wild Ride

- 2020 Session saw legislators trim the budget significantly amidst worries about the pandemic's affects on revenue.
- At the end of 2020, revenues stabilized and a surplus was realized.
 - Spent on one-time priorities in 2020 special session
 - 2021 Session dealt with "state stimulus" bills to spend the remainder of the surplus
- 3 federal stimulus packages helped the bottom line as well.



7

Housing Funding and Finance

- Short-term Rent and Mortgage Assistance (>\$700M)
 - Disaster Emergency Fund
 - CARES Act
 - Other Federal Funds
 - American Rescue Plan Act (ARPA)
- **HB21-1329**
 - Set aside \$550M in ARPA money for affordable housing
- Housing Development Grant Fund
 - Vendor fee revenue restored (\$52.6M)
 - Tobacco Tax revenue (\$11.2M)



8

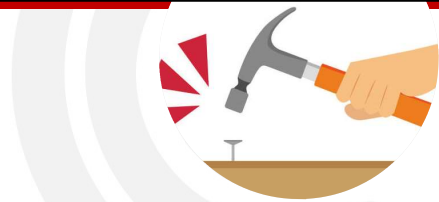
Landlord-Tenant Relations



- **HB21-1121 Residential Tenancy Procedures**
 - Extends period for residential evictions after judgment from 48 hrs to 10 days
 - Prohibits landlords from increasing rent more than one time in 12 months
 - Extends written notice period for raising rent or terminating tenancy
- **SB21-173 Rights in Residential Lease Agreements**
 - Removal from a dwelling w/o proper court procedures = unfair/deceptive trade practice
 - Landlords must accept payment of the amount due until a court has issued a writ of restitution
 - Prohibits charging late fees unless the payment is at least 7 calendar days late
 - Prohibits charging a late fee exceeding \$50 or 5% of past due rent
 - Prohibits initiating eviction procedures solely as a result of failure to pay late fees

9

Development and Construction



- **HB21-1019 Modification of Factory Built Structures**
- **HB21-1117 Local Government Authority to Promote Affordable Housing Units**
 - Clarifies that inclusionary zoning ordinances are lawful and not a form of rent control under Colorado law.
 - Requires local governments to provide options to property owners or land developers and to enact other alternatives to IHOs

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Division of Housing



- **HB21-1028** Annual Public Report Affordable Housing
- **HB21-1009** Update Division Housing Function & Local Development
- **HB21-1271** Department of Local Affairs Innovative Affordable Housing Strategies
 - Creates 3 different programs in DOLA to offer grant money and other forms of state assistance to local governments to promote innovative solutions to the development of affordable housing across the state.
- **SB21-242** Housing Development Grants Hotels Tenancy Support Program
 - Expands use of Housing Development Grant Fund for tenancy support services and for grants for rental, acquisition or renovation of underutilized hotels/motels and other properties.

11

Federal Legislation



- **Affordable Housing Credit Improvement Act (ACHIA)**
 - Would increase the 9% credit by 50% over two years
 - Would more efficiently use PAB financing
 - Would make financing projects for extremely low income/individuals experiencing homelessness more feasible
 - And much more
- **Infrastructure Bill(s)**
 - Watching to see if funding for housing and/or ACHIA are included in versions of the federal infrastructure legislation.

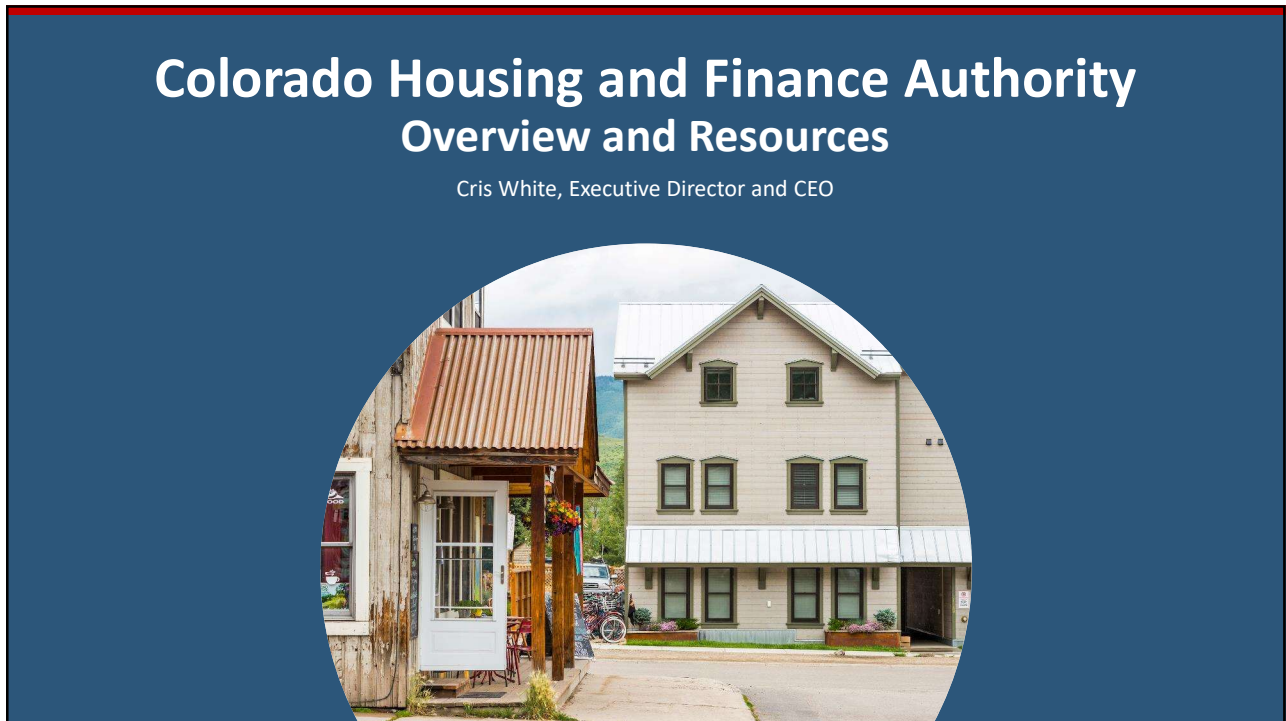
12



Brian Rossbert
Executive Director


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303-941-7809 (office)
www.housingcolorado.org

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Colorado Housing and Finance Authority
Overview and Resources

Cris White, Executive Director and CEO



14

CHFA Overview

Mission & Vision



Mission

We strengthen Colorado by investing in affordable housing and community development.

Vision

Everyone in Colorado will have the opportunity for housing stability and economic prosperity.

- CHFA was established in 1973 by the Colorado General Assembly.
- CHFA is not a state agency and does not receive any direct appropriations.
 - **Board of Directors: 11 Members**
- CHFA's authority was expanded in 1982 to allow the use of bond proceeds for economic development activities.
- Approximately **\$25B** has been raised and invested in Colorado to date.



About CHFA

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Homeownership



2020 Impact & Investment

\$3.1B

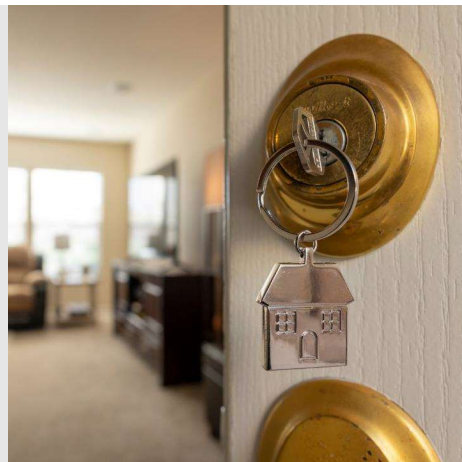
First Mortgage Loans

\$108,652,308

Down Payment Assistance

10,483

Households Served



Outreach and Outlook

Key Markets

Black/African American and Hispanic or Latino

Focus

- Inventory
- Single Family For Sale Construction
- Mobile Home Parks
- Single Family Rehab
- Tenant Credit Reporting

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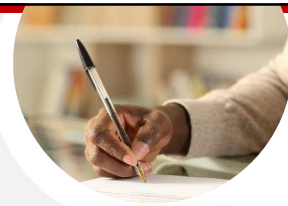
How has the market changed?



CHFA Homeownership Highlight Comparisons	2020	2010	2000
Number of Loans	10,196	2,665	2,813
Median Loan Amount	\$279,589	\$140,900	\$94,390
Median Income	\$67,531	\$52,000	\$36,000
Total Production	\$3.05B	\$380.3M	\$272.7M
Median Colorado Home Price	\$415,000	\$190,000	\$166,000
Number of Households in Colorado	2,148,994	1,972,868	1,658,238
Population	5.77M	5.095M	4.137M
Median Interest Rate	3.500%	5.25%	7.80%

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How has the market changed?



CHFA Homeownership Highlights AMI and Household Type	2020	2010	2000
Income ≤ 80% AMI	32%	40%	41%
Income 81% ≤ 120% AMI	48%	43%	46%
Income > 120% AMI	20%	17%	13%
Single Parent Households	9%	14%	13%
Adult Only Households	35%	24%	–

CHFA Homeownership Highlights Race and Ethnicity	2020	2010	2000
Black or African American	5%	6%	4%
Hispanic or Latino	37%	24%	30%

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Rental Housing



2020 Impact & Investment

\$326,488,061

Total Loan Production

5,901 (68)

Developments Served with Loans,
PAB, or LIHTC



Outlook and Outreach

Key Markets

Technical Assistance (TA):

SHIP

Developer's Guide

Middle Income Access Program

Focus

Affordable Housing

Credit Improvement Act

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How has the market changed?



CHFA Rental Housing Highlights - Lending	2020	2010	2000
Total Production	\$326,488,061	\$29,928,850	\$69,760,523
Total Developments	31	6	29
Total Units	2,775	611	1,743
Rural Developments	12%	8%	5%
Colorado Average Rents	\$1,447	\$840	\$731
Cost Burdened Rents	51%	50%	41%

CHFA Rental Housing Highlights - LIHTC	2020	2010	2000
Total LIHTC Developments	38	10	26
Total Units	5,901	880	2,708
Family Units	64%	34%	90%
Senior Units	29%	54%	9%
Average LIHTC Per Unit Cost	\$289,582	\$164,216	\$104,873

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How has the market changed?



CHFA Rental Housing Highlights - Portfolio	2020	2010	2000
Total Units in Portfolio	73,452	58,236	27,240
Total Developments in Portfolio	972	816	538
Median Annual Resident Income	\$19,152	\$14,484	\$12,347
Median Annual Resident Income AMI	27%	27%	27%
Adults with Children Households	17%	12%	11%
Single Parent Households	14%	24%	28%
Senior Households	33%	27%	26%

CHFA Rental Housing Highlights - Portfolio	2020	2010	2000
Black or African American	15%	12%	15%
Hispanic or Latino	30%	27%	32%

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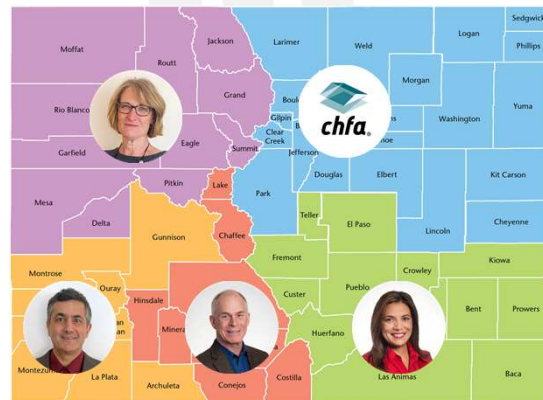
Community Partnerships

Community Relationship Managers (CRM) –

- Southwest
- South Central
- Southern
- Western Slope
- Northern (*hiring this year*)
- Eastern (*hiring this year*)

Interagency Partnership

- DOH, City of Denver, Funders



regions



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Community Partnerships

\$1,765,658

Total donated to support **160 nonprofits** across Colorado as of August 11, 2021

Direct Effect Awards

Recognizes Colorado nonprofit organizations whose missions align with CHFA's work to strengthen Colorado by investing in affordable housing and community development.

Round One 2021 Direct Effect Award recipients are posted on www.chfainfo.com/directeffect.



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Cris White
Executive Director
and CEO

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Colorado Division of Housing Federal and State Stimulus Funds

Alison George, Director, Division of Housing
Andrew Paredes, Director of Housing Finance and Sustainability

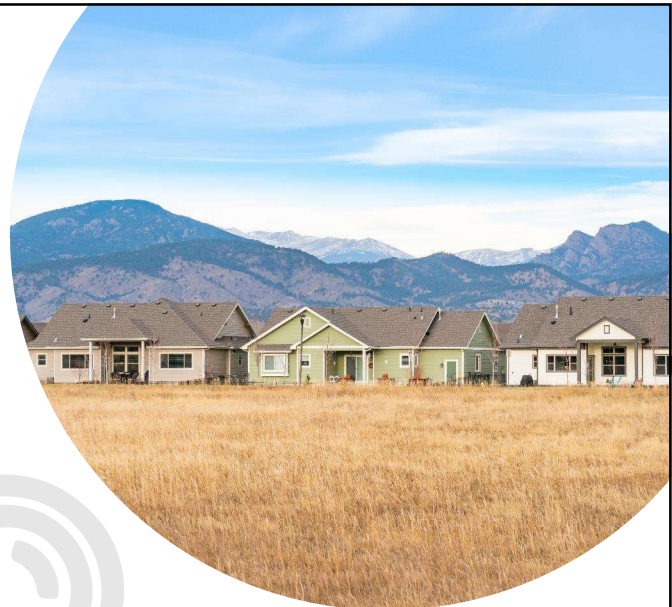


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Division of Housing

The Division of Housing (DOH) was created by statute in 1970 to improve the access of all Coloradans to decent, affordable housing. DOH partners with local communities to create housing opportunities for Coloradans who face the greatest challenges to accessing affordable, safe, and secure homes. Our work includes:

- Increasing and preserving Colorado’s inventory of affordable housing
- Managing rental assistance vouchers
- Regulating Mobile Home Parks, and the construction and installation of factory-built structures



26

Accomplishments in Fiscal Year 2020-21



Housing Opportunities

4,353 units of affordable housing developed or preserved



Households Served

Over 73,000 households served between all housing programs



Leased and Issued Vouchers

8,849 households had access to affordable housing because of a state or federal voucher



Pandemic Relief

29,000 households served through housing relief programs

27

Accomplishments in Fiscal Year 2020-21 Continued



Households Housed from Homelessness

1,079 households formerly experiencing homelessness moved into housing



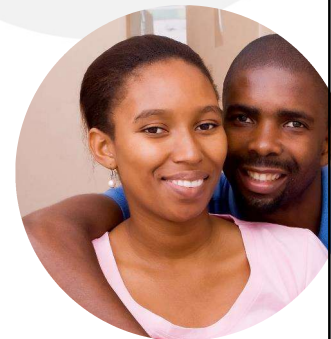
Fort Lyon

345 persons were provided housing and supportive services at Fort Lyon



Exits to Housing

61% of people that exited Fort Lyon secured permanent or transitional housing



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Accomplishments in Fiscal Year 2020-21 Continued



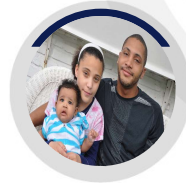
Reaching the Hardest to Serve

83% of housing vouchers served persons with disabilities



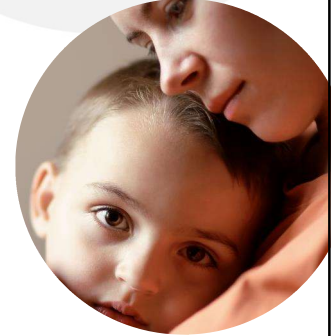
Creating Accessibility

Home accessibility made possible for 639 households through the review and funding of modifications



Advancing Safety

268 construction and safety inspections conducted by the Office of Regulatory Oversight



29

Pandemic Relief Impact



Households Served in FY 2021

29,000

Pandemic Rental & Mortgage Assistance



Housing Assistance Distributed

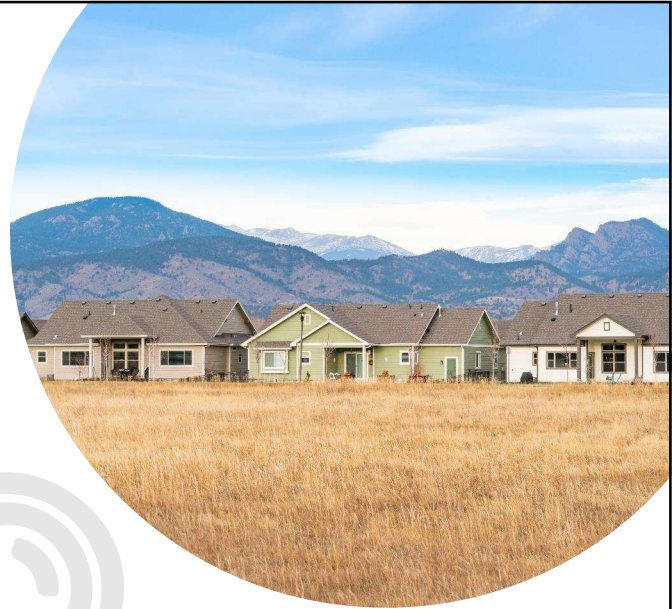
\$143M

Across all relief programs

30

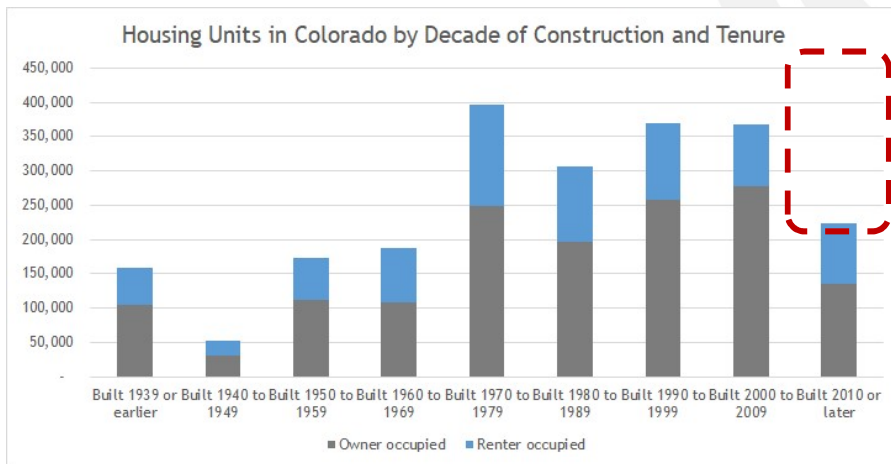
Challenges: Past and Future

- The public health impact of the pandemic is waning, but economic relief efforts will continue
- Housing prices have continued to rise, additional investment will mitigate this trend



31

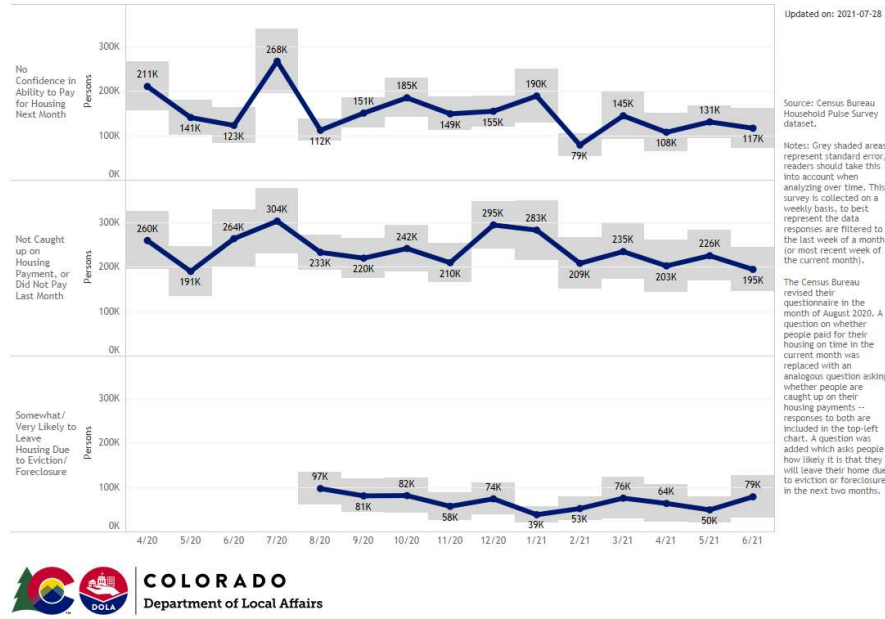
Headwinds: Deficit of Construction



**40% drop
in housing
production**

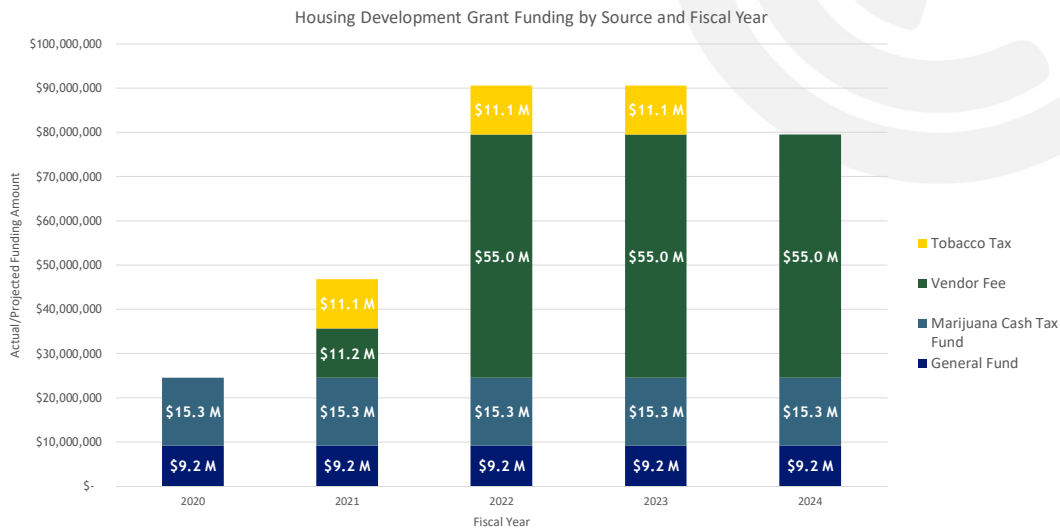
32

Headwinds: Pandemic Induced Financial Instability



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Opportunity: Increased Funding Availability



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Strategic Housing Working Group - Priority Housing Needs

- Challenges in qualifying for assistance
- Effects of housing crisis on employment and economic development
- Lack of understanding of affordability challenges and needs
- Housing should be prioritized for people living and working in communities
- Concern about community displacement
- Elimination of Naturally Occurring Affordable Housing
- Unique needs of vulnerable populations



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Strategic Housing Working Group – Idea Areas for Consideration


Members of the SHWG selected idea areas to explore, based on:

- The recommendations from the 2019 Stakeholder Engagement Process;
- Expertise of the SHWG members; and
- Housing needs in the communities represented by working group members.

The following ideas were recommended by the SHWG

1. Accessibility and Universal Design
2. Capital and Capacity
3. Rental Assistance Programs
4. Preserving and Incentivizing Naturally Occurring Affordable Housing
5. Zoning and Land Use
6. Supportive Service Provision
7. Rehabilitation and Homeownership

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Questions?

HOUSING COLORADO
 COLORADO HOUSING AND FINANCE AUTHORITY
 (CHFA)
 COLORADO DEPARTMENT OF LOCAL AFFAIRS
 DIVISION OF HOUSING (DOH)

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ARPA Recovery, What we Know

- Affordable Housing and Homeownership
 - \$500M for housing
 - HB21-1329 appropriates \$98.5M to DOH immediately
 - \$1.5M Eviction Legal Defense Fund
 - Interim task force to determine \$400M
- \$305M additional Emergency Rental Assistance to continue ERAP
- \$175M Homeowner Assistance Fund
- 1,023 Emergency Housing Vouchers
- \$66M HOME ARP funds



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2021 State Stimulus Bills

SB21-242



New Funding

- Housing Development Grants Hotels Tenancy Support Program (\$30M).

Program Description

- This program provides funds to DOLA to support the purchase of underutilized hotels/motels for affordable housing or to lease rooms in these properties for those in need of affordable housing, including individuals experiencing homelessness.
 - Short term loans to quickly acquire property
 - Low interest/no payments
 - Acquisition loan will be paid off upon closing of perm financing
 - Perm financing is eligible to use DOH gap funds
- **NOFA to be released September 2021.**

New Funding

- DOLA Innovative Affordable Housing Strategies (\$48M).

Program Description

- Incentivize local governments to adopt land use policies which promote the creation of affordable housing.
- Provide grants to local governments to create and make use of new land use policies which promote the creation of affordable housing.
- Provide funding for local communities to go through a DOLA housing development toolkit to help them conceive of, plan for, construct and operate new housing.



HB21-1271

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HB21-1329 - Initial ARPA Housing funds (\$98.5M)



Acquisition Fund

Up to \$35M available for property acquisition.

- Short term, low interest loans
- Eligible Properties
 - Land
 - Existing residential
 - Existing other use

Funds to be repaid with perm financing



Investment Funds

Up to \$70M available to invest in existing affordable housing funds.

DOH to loan capital into non-profits, CDFIs, traditional financial institutions, affordable housing investment funds.

DOH funds to leverage affordable housing financing already being undertaken by these partner funds.



LIHTC Supplemental Grants

Up to \$25M to grant alongside CHFA Round 1 (9%) LIHTC awards

- Intended to stretch the 9% LIHTC resource to more projects
- Awarded to projects as a grant
- Project/applicant still eligible for traditional DOH gap funding as needed
- Intended as an optional resource for LIHTC applicants

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Housing Recovery Office

- *Oversees Emergency Rental Assistance and Homeowner Assistance Funds*
- Welcome Office Director, Sarah Buss
- Watch for additional position announcements:
 - Program Managers for Rental and Homeownership
 - Budget Analysts
 - Program Assistants



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Homeowner Assistance Fund (HAF) \$175,000,000

Initial program rollout

- Emergency Mortgage Assistance Program (EMAP)
 - Going live September 2021
 - Will cover:
 - Mortgage payments
 - Other housing costs including: HOA dues, property taxes and Insurance

Other planned uses

- Mortgage Counseling Program to help Coloradans navigate the vast and confusing resource and program landscape
- Home Equity Recovery
- Home rehabilitation program to enable residents to remain housed
- Assistance with interest rate or payment reductions

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Evolution of Renter Relief Programs



Emergency Housing Assistance Program (EHAP)

Ran from April 2020 through March 2021

Served renters and homeowners

Tenants applied for assistance

Households must have earned less than 80-100% AMI, experienced financial hardship due to the economic disruption caused by COVID-19



Property Owner Preservation Program (POP)

Ran from August 2020 through February 2021

Served renters

Rental Property owners and mobile home parks apply directly online to DOH

Program-specific HAP contract executed to receive payment in arrears

Residents must attest to financial hardship



Emergency Rental Assistance Program (ERAP)

Runs from March 2021 through 2024


Serves renters

Owners, managers, and tenants may all apply

Can also fund housing stability services

Households up to 80% AMI

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Questions?

HOUSING COLORADO
 COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)
 COLORADO DEPARTMENT OF LOCAL AFFAIRS
 DIVISION OF HOUSING (DOH)

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Alison George
Director, Division of Housing

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<https://cdola.colorado.gov/housing-covid19>

Andrew Paredes
Director of Housing Finance and Sustainability

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www.colorado.gov/dola
<https://cdola.colorado.gov/housing-covid19>

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Thank you!

HOUSING COLORADO
COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)
COLORADO DEPARTMENT OF LOCAL AFFAIRS
DIVISION OF HOUSING (DOH)

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SWCCOG Proposal for RHA Management and Administration - Updated

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 12 September 2021

As you will recall, the RHA Board asked the SWCCOG Staff to put together a proposal for increased staff time as the organization is reestablished. At the July meeting, SWCCOG presented an overview and recommended the two organizations enter into a new agreement rather than attempting to amend the original professional services agreement. Attached is a new MOU. This contract is written on fiscal and administrative management agreement template by SWCCOG legal. Staff modified the template to fit specific RHA-SWCCOG agreements.

When SWCCOG staff presented the information in July, the proposed amount was \$19,700. However, with several months of data to help inform the hourly work needed by SWCCOG staff, the number has been revised to \$22,800. The reason for the increase include an increase in indirect costs, and an increasing amount of staff time spent on coordination, Board support, and longer/more complicated Board Packets. This amount still includes 40 hours of grant writing, at least one RFP process, coordination with other entities on behalf of the RHA, support for transitioning to RHA staff.

The RHA and SWCCOG original contract expired 30 June 2021. As such the SWCCOG has been working on behalf of the RHA without compensation for the increased work. Based on average hours spent on RHA support, the SWCCOG estimates the total cost for management and administration in 2021 to be \$17,200. Less the \$10,000 previously paid in January 2021 and June 2021, the SWCCOG is requesting \$7,200 for services previously provided and to be provided between July 1 and December 31.

Legal Review: Contract has not been reviewed by Legal

Financial Implications: High – Impacts RHA 2021 and 2022 Budget

Proposed Actions:

- 1) Approve the 2022 contract with the SWCCOG for Management and Administration for \$22,800.
- 2) Approve payment to the SWCCOG for the remainder of 2021 for \$7200 for Management and Administrative Services.

**AGREEMENT BETWEEN
SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
AND
THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

THIS AGREEMENT (the “Agreement”) is entered into this ___ day of _____ 2021, by and between the SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, (hereinafter referred to as the “SWCCOG” or “Contractor”) whose address is 295 Girard St, Ste B, Durango, CO 81303, 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, the RHA is in need of certain administrative support, meeting support, and book-keeping services as set forth in Exhibit A and whereas SWCCOG would provide those administrative, book-keeping, and meeting support services; and

WHEREAS, it is the mutual desire of the Parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, the parties agree as follows:

1. *Retention of Contractor.* RHA hereby retains SWCCOG to provide certain Services on the terms herein provided.
2. *Term of Agreement.* Unless terminated earlier by either party hereto, the period during which Contractor shall provide services to RHA under this Agreement shall be from **1 July 2021** until **30 June 2022**. This Agreement shall not automatically renew. Both SWCCOG and RHA must agree to any renewal terms.
3. *Termination.* This Agreement may be terminated by either Party, with or without cause, by providing at least 90 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.

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

- a. RHA Board fails to communicate changes to Exhibit B; or
- b. RHA Board fails to provide direction, information, and other relevant information needed for the SWCCOG to provide services in Exhibit A; or
- c. RHA Board fails to notify SWCCOG on meetings or gatherings of Board Members outside of Exhibit B.

Upon termination, RHA shall issue SWCCOG any payments owed for the annual period, however pro-rated to the date of termination, and SWCCOG shall return to RHA all of RHA property, correspondence and records (including copies of RHA computer files), 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. The RHA agrees that it will at any time, and from time to time, execute and deliver all documents and instruments, and take all actions as may reasonably be required by the SWCCOG in order for the SWCCOG to effectuate and fully carry out its obligations in accordance with the terms of this Agreement. SWCCOG is not responsible for incomplete Colorado Open Records Requests as a result of the RHA not having a centralized email system and prior lack of communication with SWCCOG on behalf of the RHA Members regarding RHA business.

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. SWCCOG'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 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 SWCCOG: director@swccog.org AND info@swccog.org

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

18. *Liability Insurance.* SWCCOG shall maintain its CIRSA insurance coverages in the amount presently held (at the time of execution of this Agreement) by the SWCCOG and RHA shall maintain its CIRSA insurance coverages during the term of this contract.

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 SWCCOG harmless from any claims made against the SWCCOG 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. 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 SWCCOG and do not become the obligation of the SWCCOG. 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 SWCCOG. The business operations of RHA shall in no way combine with the business operations of the SWCCOG. The role of the SWCCOG is merely to assist the RHA Board by supplying it with administrative support, meeting support, and book-keeping support, as set forth in this Agreement. The SWCCOG is not responsible for the RHA's actions or inactions.

21. By executing this agreement, SWCCOG 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

Exhibit B – RHA Meeting Schedule

Exhibit C – RHA Calendar

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

Southwest Colorado Council of Governments

Title, Date

EXHIBIT A: SCOPE OF SERVICES & COMPENSATION

Administrative Services are limited to:

- Filing any necessary papers at RHA Board's direction to renew RHA's insurance policy(s) in the amount including errors and omissions coverage, to ensure no lapse in coverage, the costs of the same to be paid by RHA.
- Collecting and opening mail and email correspondence forwarded by RHA to SWCCOG and forwarding the correspondence to RHA's Board President and Executive Committee. The SWCCOG will reasonably assist RHA in transmitting RHA Board responses to correspondence..
- Supporting RHA Board Meetings set forth in Exhibit B, which shall include the following:
 - Per the direction of the RHA Board President, creating an agenda and supporting documentation.
 - Distributing the agenda to the Board.
 - Taking minutes and drafting minutes of the meeting which will be at the following regularly scheduled Board Meeting.
- Maintaining RHA board meeting minutes and financial records obtained during the time of this Agreement. SWCCOG does not know the status of the RHA's records prior to the original contract execution date hereof and is not responsible therefor.
- SWCCOG shall be the official Custodian of the RHA's records. SWCCOG will assist RHA in responding to any record requests made of the organization under applicable Colorado law. The cost of the same, including the payment of any necessary legal fees or court costs in complying with same or replying to record requests shall be promptly paid by RHA to SWCCOG in addition to the annual payments. Files provided by RHA to SWCCOG shall be kept in a locked and secure location.
- Update bank signatories
- Posting public notices of meetings, budget hearings, and other items required by Colorado Revised Statutes.
- Assisting RHA in meeting its deadlines as specified in Exhibit C: RHA Calendar.
- 40hours of grant writing
- One RFP process on behalf of the RHA

Bookkeeping Services limited to:

- Providing bookkeeping services utilizing GAAP accounting processes
- Maintaining RHA books in QuickBooks from date of execution of this Agreement.
- Providing financial statements including Balance Sheet, Profit & Loss, and Budget to Annual statements to the RHA Board in the Board Packets

- Assist the RHA Board in scheduling the annual audit, as necessary, to be performed by an Audit Firm selected by RHA Board. Facilitate the audit by providing records in its possession as requested. Costs of audit and auditor contract to be the responsibility of the RHA Board.
- Assist RHA in complying with their audit and auditor's requests for information
- Assisting the RHA Board in preparing an annual budget for approval by the Board, when approved by the RHA Board file the budget and budget amendments with any additional agencies or persons as directed by RHA.
- File financial paperwork on behalf of the RHA with the State.
- Meet with RHA Treasurer to review financials as needed.

Administration and Bookkeeping Services provided in this scope of work shall include labor costs, rent, liability insurance, utilities, telephone, office supplies, and computer hardware and software. Other costs that the RHA may incur including, but not limited, to legal fees and costs, audit fees, PO Box costs, postage, mileage and travel (as authorized by the RHA Board), liability insurance renewal, payment of RHA Vendors and RHA invoices, are the responsibility of the RHA.

RHA shall pay SWCCOG \$17,200 for 2021 and \$22,800 for 2022.

The RHA has paid the SWCCOG \$10,000 between January and July 2021 under the previous contract for professional services, leaving \$7,200 remaining for 2021 in this agreement.

EXHIBIT B

Regular Meeting Schedule

At the July 27, 2021 Board Meeting, the Board approved a regular meeting schedule on the first Thursdays of the month from 2-4pm. The following are the dates for the remainder of 2021 and the entirety of 2022.

October 7, 2021

November 4, 2021

December 2, 2021

January 6, 2022 – This may be cancelled or rescheduled due to proximity of a federal holiday

February 3, 2022

March 3, 2022

April 7, 2022

May 5, 2022

June 2, 2022

July 7, 2022 – This may be cancelled or rescheduled due to the proximity of a federal holiday

August 4, 2022

September 1, 2022 – This may be cancelled or rescheduled due to the proximity of a federal holiday

October 6, 2022

November 3, 2022

December 1, 2022

EXHIBIT C

RHA Calendar of Important Dates

- No later than January 31: Adopted Budget filed with Department of Local Affairs
- January/February: Set audit date with Auditors (when applicable)
- March/April: Conduct audit (when applicable)
- May/June: Audit presentation to Board and Accept Audit
 - o No later than June 30, audit must be complete
- No Later than July 31: audit must be filed with Office of the State Auditor
- August: CIRSA Insurance renewal application
 - o Sign and return by October 1
- No later than October 15: Proposed budget must be presented to RHA Board
 - o Notice of Budget must be published in advance of October Board Meeting
- No later than December 31: RHA Board adopt annual Budget
 - o Notice of Meeting must be published in advance of December Board Meeting

Review of RFP for Management Contractor

To: Regional Housing Alliance Board

From:

Date: 12 September 2021

Mayor Kim Baxter and other members will present the status of the RFP.

Legal Review: N/A

Financial Implications: N/A

Proposed Action: N/A

Review of Draft Updated IGA

To: Regional Housing Alliance Board

From:

Date: 12 September 2021

Mike Segrest and Kevin Hall have created a draft IGA for the Board to review.

Legal Review: IGA has not yet been reviewed by RHA Legal

Financial Implications:

Proposed Action: Request IGA be sent to Legal for review and to come back to RHA Board at the October 7th Regular Board Meeting.

**SIXTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

THIS SIXTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF LA PLATA COUNTY, COLORADO, whose address is 1101 E. Second Avenue, Durango, CO 81301 ("La Plata County"); the CITY OF DURANGO, whose address is 949 E. 2nd Avenue, Durango, CO 81301 ("Durango"); the TOWN OF IGNACIO, whose address is 540 Goddard Avenue, Ignacio, CO ("Ignacio"); and the Town of Bayfield, Colorado, whose address is 1199 Bayfield Parkway, Bayfield, Colorado ("Bayfield") (collectively, the "Parties").

RECITALS

A. The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. La Plata County, Durango, and Ignacio previously entered an Intergovernmental Agreement (hereafter the IGA) effective August 8, 2004 to create a multijurisdictional housing authority entitled the La Plata County Regional Housing Authority ("RHA"). The IGA has been amended by the following: First Amendment (dated - Oct. 23, 2007), Second Amendment (dated - Nov. 7, 2008), Third Amendment (dated - March 7, 2011), Fourth Amendment (dated - January 14, 2014) and Fifth Amendment (dated 2017). The name change from "Authority" to "Alliance" was in the First Amendment. The Town of Bayfield was added as a party in the Second Amendment. The Third Amendment and The Fourth Amendment revised the Number and Qualifications of Directors and Term of Office. The Fifth Amendment anticipated that the RHA would wind down its operation.

D. Per section 7.2 of the IGA: This Agreement may be amended or supplemented only by an instrument in writing executed by all parties to the agreement.

E. The RHA has decided to re-examine its focus in addressing the needs for middle income/workforce housing affordable housing (MIWH). As part of this process, the RHA wishes to amend its governance structure and increase the number of board members in Section 3.1 of this Agreement.

F. It is anticipated that the RHA will develop a strategic plan that focuses on the preservation of existing and development of new MIWH product for workers in the 80 to 120 AMI. The Parties anticipate that the efforts of the RHA will include land acquisition, public private partnerships for development projects and active pursuit of projects consistent with the strategic plan. An annual funding agreement shall be entered into each year as part of the annual budgeting process of each party to provide funds for the basic administrative costs of the RHA.

G. This Sixth and restated Agreement has been approved by Resolution of the RHA Board of Directors (Resolution).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein

set forth, the parties hereby mutually agree as follows:

ARTICLE I ESTABLISHMENT OF AUTHORITY

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the "Regional Housing Alliance of La Plata County" (the "Authority").

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in La Plata County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) MIWH housing projects or programs for employees of employers located within the jurisdiction of the Authority; and (c) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b) herein.

Section 1.3 Functions or Services. The functions and services of the Authority may include but are not necessarily limited to the following:

- a. Advise local governments of the practical applications of local housing policy and infrastructure needs;
- b. Ensure compliance with the Authority's policies and procedures by the Authority's project participants;
- c. Review development proposals that may require Authority participation;
- d. Facilitate partnerships to create housing;
- e. Allocate funds for eligible housing projects;
- f. Facilitate the establishment of a housing land trust;
- g. Identify and facilitate the acquisition of vacant land that may be developed for MIWH housing;
- h. Identify financing opportunities;
- i. Propose ballot initiatives;
- j. Acquire existing housing or property to assure retention of or conversion to MIWH housing stock;
- k. Acquire land and obtain development approvals.
- l. Issue requests for proposals for private sector and non-profit entities to build MIWH housing.
- m. Rehabilitate existing housing.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liability and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided

in this Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the parties.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

ARTICLE II POWERS

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

- a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income;
- b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate MIWH housing projects or programs for employees of employers located within the boundaries of the Authority;
- c. To plan, finance, acquire, construct, reconstruct or repair, maintain or manage multi-use and mixed use projects provided such projects have a predominant affordable housing component and, in the event that a project contains a component or components that are commercial in nature, that such components are incidental to the scope of the entire project. Notwithstanding the foregoing, the Authority shall not directly or indirectly operate any business or commercial activity in any multiuse or mixed use project except to act as a landlord or property manager for the property and in the event the Authority acts in such capacity, the properties let or managed shall be offered by the Authority on terms not more or less favorable than those afforded by property owners within the surrounding vicinity for similarly situated properties;
- d. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;
- e. To employ agents and employees;
- f. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;
- g. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
- h. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;
- i. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state,

as more fully described in Section 4.3 of this Agreement.

j. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement.

k. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or regulations of any county or municipality, as more fully described in Section 4.5 of this Agreement.

l. To incur debts, liabilities, or obligations;

m. To sue and be sued in its own name;

n. To have and use a corporate seal

o. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

p. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;

q. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

r. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation; and

s. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.

t. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

a. *Number and Qualifications of Directors.* The Board of Directors shall be comprised of eight 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 and an 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 interested person with an interest in MIWH housing to serve as a member of the Board of Directors on behalf of that entity. 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 it shall be deemed to have relinquished the right to appoint that board member. Any relinquished seat shall be filled by the vote of the RHA 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.* Each party shall establish the term of office of the Directors appointed by that party, and the term of office for each Director shall be communicated to the RHA. 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.

e. *Salaries and Expenses*. The Board of Directors shall serve without compensation but shall be entitled to his or her necessary expenses, including traveling expenses, incurred in the discharge of his or her duties.

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 liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- a. federal, state, local and private grants or donations;
- b. property management fees;
- c. rents or other lease income;
- d. interest on interest-bearing accounts;
- e. proprietary revenue of the parties in accordance with this Agreement;
- f. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
- g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
- h. development impact fees imposed in accordance with this Agreement and other applicable law; and
- i. other revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies and Impact Fees. The Authority shall not establish or increase any tax or development impact fee unless first submitted to a vote of the registered electors of the Authority in which the tax or development impact fee is proposed to be collected. Moreover, prior to levying any tax or imposing any development fees on any property within the boundaries of the Authority, the Board of Directors shall:

- a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
- b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries of the Authority at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the La Plata County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, La Plata County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Development Impact Fees. The Authority shall not impose a development impact fee unless it also imposes a sales or use tax pursuant to Section 4.3, or an ad valorem tax pursuant to Section 4.4, or both. No development impact fee imposed by the Authority shall be imposed on the development, construction or permitting of low or moderate income housing or MIWH employee housing. Any development impact fee imposed by the Authority shall not exceed the rate of two dollars per square foot of gross floor living area of any building constructed thereon

Section 4.6 Other Sources of Revenue. The parties may make monetary and in-kind contributions to the Authority. The parties shall enter into a funding agreement that shall provide, at a minimum, funding or in-kind contributions for the Authority for the first three full calendar years after the effective date of this agreement. The parties acknowledge that such funding may not be adequate to completely fund the Authority for such years. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose which may be subject to repayment by the Authority.

ARTICLE V AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when fewer than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one

or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign

Section 7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

Section 7.3 No 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.

Section 7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents 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. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

Section 7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 7.6 Severability. 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 therefrom the term 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

Section 7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

Section 7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth below.

Dated this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF LA PLATA COUNTY, COLORADO

Attest:

County Clerk

Marsha Porter-Norton, Commissioner

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Dated this _____ day of _____, 2021 CITY OF DURANGO, COLORADO

Attest:

City Clerk

Kim Baxter, Mayor

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Dated this _____ day of _____, 2021 TOWN OF IGNACIO, COLORADO

Attest:

Town Clerk

Stella Cox, Mayor

DRAFT

Dated this _____ day of _____, 2021 TOWN OF BAYFIELD, COLORADO

Attest:

Town Clerk

Ashleigh Tarkington, Mayor

DRAFT

Section G – Discussion/Updates

2020 Audit Exemption Request - Approval

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles and Jessica Laitsch

Date: 11 September 2021

The Board's 2020 Audit Exemption Request was approved by the state and is attached here. The Board will notice that the Exemption Request mentions that expenses exceeded the budget. However, this is not an issue because the 2020 budget amendment was approved at the same meeting and also accepted by the state.

Legal Review: N/A

Financial Implications: N/A

Proposed Action: N/A



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA • STATE AUDITOR

August 25, 2021

Board Of Directors
Regional Housing Alliance of La Plata County
124 E. 9th St.
Durango, CO 81301

RE: 7307.00

To Whom it May Concern:

We have reviewed the Application for Exemption from Audit of Regional Housing Alliance of La Plata County. Based on our review, the December 31, 2020 Application for Exemption from Audit has been approved. We noted the following item that we believe deserves your attention:

The Application demonstrates that expenditures exceeded amounts budgeted and appropriated for the current year in the General fund. Because spending in excess of amounts budgeted and appropriated may be a violation of the Local Government Budget Law (Section 29-1-110, C.R.S.), we urge you to carefully review the Budget Law to be sure its requirements are complied with in the future.

If we may be of any assistance to you, please feel free to call us at 303-869-3000. For further resources see our web site at: www.colorado.gov/auditor

Sincerely,

Crystal L. Dorsey, CPA
Local Government Audit Manager

2022 Budget – Direction to Staff

Date: 14 September 2021

From: Miriam Gillow-Wiles and Jessica Laitsch

A proposed budget will be presented to the Board at the October 7, 2021 meeting in order to comply with the October 15 deadline. Below are various items for discussion and, if possible, direction with respect to inclusion in the proposed 2022 budget.

- The RHA financials are currently maintained on an older version of Quickbooks Desktop. Considering the plan to reinvigorate the organization, staff recommends the RHA upgrade the accounting software. The cost to upgrade the Desktop version or to switch to the Online version is \$300/year. If the Board intends to hire staff, the cost to include in-house payroll processing would be \$888/year.
- Staff recommends the Board include the cost for an audit of the 2021 financials to ensure the organization is in good order to move forward with future growth. While the financials are not complex, the Board should anticipate \$4,000-8,000 for audit services.
- The Board may wish to provide direction as to the estimated budgeted amounts to be included for any legal or consultant services in 2022.
- The Board may wish to modify the amount reserved for emergencies. For several years the RHA has identified \$22,500 as reserved for emergencies. While the RHA was de-Bruced by the electors of La Plata County in November 2005 and as such is not subject to the revenue limits imposed by TABOR, maintaining a modest emergency reserve is prudent.

Update on SWCCOG Housing Engagement

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 12 September 2021

Attached is a memo to the SWCCOG Board regarding request to look at steps the SWCCOG could take on a regional basis to impact housing development. The memo outlines how best the SWCCOG could utilize funding from HB21-1271 to preplan/prepare and to an RFP for a developer across multiple jurisdictions. This could drastically accelerate the RHA's work and prepare the jurisdictions for additional funding coming from HB21-1271 in Q2 or Q3 2022.

Legal Review: N/A

Financial Implications: N/A

Proposed Action: N/A

SWCCOG Housing Follow Up

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 28 August 2021

At the August 2021 Board Meeting, there was a lively discussion about regionalism and housing. Counciller Bosmans (Durango) brought up the idea of an RFP for a developer across multiple jurisdictions and there was a lot of discussion about this concept as well as starting a housing subcommittee. One of the outcomes of the discussion was a request to staff to research and engage with DOH on how to support the Membership's housing needs through a regional lens.

Upon thinking about this and discussing with Andrew Atchley at DOH, there is some planning that needs to be done for a successful aggregation of demand to build units regionally. I have outlined them below, along with the specific actions needed by the local governments.

SWCCOG staff will put this on the agenda for discussion for the September 16th Board Meeting.

Opportunities and Barriers

There are a number of opportunities the Region could employ to help overcome barriers such as multiple planning processes and challenges with developing a small number of units in various jurisdictions. Aggregation and efficiencies of scale would/could lend to the development of housing across the five-county region, and also set the communities and counties up for additional funding through HB1271 incentives grant process (grant guidelines and timeline will be available on Sept 1).

- *Aggregating Unit Need into One RFP*
This will allow a builder to be able to scale building to double- or triple-digit number of units, rather than single digit number of units if each community sought a developer or builder on their own
- *Standardizing Design*
Having standard plans and designs which fit within community design standards, but that are the same across the region. This will allow developer/builders to purchase components and materials in larger quantity, helping reduce the price. In addition, it would be easier to have set plans that were approved via a planning process prior to development, leading to faster development in each community.
- *Simplifying the Planning Process*
To help streamline the process of getting units built, the jurisdictions will need to help simplify the various planning processes. Without doing so, this will create significant barriers, as any developers will need to work through iterative processes in each jurisdiction and will delay the development of building. Preplanning in as many ways as

SWCCOG Housing Follow Up

possible, will help the respondents to an RFP navigate multiple jurisdictions planning processes and increase the speed at which housing can be developed.

Funding for Regional Implementation

During the 2021 legislative session, the Legislature passed HB1271. The legislation created funding to help address barriers to the development of affordable housing. There are three separate components to this legislation: Planning, Incentives, and Land Use Code Update. All of which have different focuses and grant cycles. The legislation was written to allow municipalities and counties to apply; making COGs, Housing Authorities, nonprofits, and such ineligible to apply without a municipality or county as the fiscal agent. All the funding must be spent by June 2024.

- *Planning*

The Planning Grant Program provides grants to local governments to help them understand their housing needs and adopt policy and regulatory strategies to qualify for the Affordable Housing Development Incentives Grant Program.

The Planning Grant Program can fund housing needs assessments to help local governments guide their policy and regulatory approach to reducing barriers to affordable housing development

Total funding for the planning component is \$6,816,000. Grants are expected to be in the \$50,000 - \$200,000 range. The first review of applications is Sept 20, 2021.

- *Incentives*

These incentive grants can help cover tap fees, infrastructure, parks/playgrounds and other needs and amenities that support the affordable housing project. Final guidelines will be available Sept 1st.

Projects must provide community benefits (e.g., covering tap fees or infrastructure costs for an affordable housing project and/or with a childcare center, for example). A small portion can be used for needs and amenities in the neighborhood where the affordable housing development is located.

To qualify, local governments must adopt at least [three strategies from the menu](#) of policy and regulatory options listed in the bill. All the funding must be spent by June 2024

- *Model Land Use Code Update*

As part of the Planning Grant Program, the Community Development Office will update and publish model land use codes for municipalities and counties. For more information on the MLUC update process, see the Community Development Office's Land Use Codes webpage.

SWCCOG Housing Follow Up

Local Government Actions Needed

Local jurisdictions will need to actively participate in this process to have successful responses to the RFP and ultimately have units developed across the region. This participation and successful RFP will set up the municipalities and counties to seek funding through the Incentives grant program in 2022 to help offset the costs of fees, utilities, etc for the successful builder/developer of the regional RFP.

- *Identification of Land and Utilities*
Each jurisdiction will need to identify land, use by right, zoning (where applicable), utilities, access, and other information about the land use code that pertains to each parcel.
- *Planning and Development Processes*
Each jurisdiction will need to outline planning and development processes as to help create a more streamlined process as part of the preplanning for the RFP.
- *Codes*
Each jurisdiction will need to identify various codes, covenants, and such limiting the use of the various parcels. Examples include: density, façade, high limitation, parking requirements, and others that impact the development of affordable housing.
- *Review*
Local government staff will need to engage to ensure the preplanning work fits within codes, zoning, and such. In some cases, lots may need to be rezoned to allow for more density, or a community may choose to provide a variance on building height limitations (for example creating a variance for height limitations from 2 to 3 stories to allow for townhome parking). These actions would only impact the specifically identified parcels and would not change any planning/development processes throughout the rest of the municipality or county.

Board Action Plan Updates

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 12 Sept 2021

This section will provide the Board an update on the various components of the RHA Action Plan developed during the RHA Retreat in June 2021 and approved at the July 2021 meeting. SWCCOG Staff will keep the plan updated with the various actions as they are updated and completed.

Mike Segrest will provide the Board an update on potential housing opportunities.

Also attached is the Housing Prep Checklist from Marsha Porter-Norton and Katie Sickles.

Legal Review: N/A

Financial Implications: N/A

Proposed Action: N/A

RHA 2021 Action Plan

Updated August 2021

	July	August	September	October	November	December
Leadership: Coordination & Collaboration	Renovate/amend IGA & send to RHA Board for review. Who Mike, Mark & Kevin Status Ongoing		Get political alignment from all entites & decision from all 4 to approve the amended IGA for buy-in. Who Board Status Not Started	RHA exposure to elected officials first. Get out of hiding! Who Board Status Not Started	Outreach to stakeholders Who Board Status Not Started	
	Meet monthly & involve partners in meetings (communicate) Who Board, SWCCOG Coordinate Status Ongoing			Quarterly updates & presentations for Electeds. Who Board Status Not Started	Public outreach How: PSA's, News/Media, etc Who Board Status Not Started	
	Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT Who Status Ongoing	Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT Who SWCCOG Add to Agenda Status Ongoing	Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT Who SWCCOG Add to Agenda Status Ongoing	Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT Who Status Ongoing	Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT Who Status Ongoing	Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT Who Status Ongoing
Staffing: Administration & Management	Dedicate funding for contractor/firm. \$50k is already in budget, less facilitation costs Who Board, SWCCOG Coordinate Status Complete		RHA board to approve the Scope of Work, RFP & Timeline for hiring consulting firm/ consultant Who Board Status Not Started	Hire Consulting Firm/ Contractor Who Board Status Not Started	Consultant to develop the structure of the RHA (priorities, staffing structure, etc) Who Status Not Started	Ideal future: Secure all administrative support needed for the RHA - Executive Director / support staff Who Status Not Started
			Allocate gap resources for SWCCOG scope of work to hire consultants. Who SWCCOG Add to Agenda Status Ongoing	In-between steps of releasing RFP, vetting proposals, interviews, negotiations, etc Who SWCCOG and Board Status Not Started		
			Develop Scope of Work, RFP & Timeline for consulting firm / contractor Who Board w/ SWCCOG Support Status Ongoing			
Funding		Track & organize funding opportunities to ensure no funding is missed (ARPA, State, federal) Who Grantwriter/Consultant Status Not Started	2022 Draft Budget Who SWCCOG/Board Status Ongoing			Approve 2022 Budget Who SWCCOG/Board Status Not Started
		DOLA-Housing. Local rep: Andrew Atchley presentation Who Katie/Miriam Status Complete				

Development	Identify and list of potential immediate development opportunities & joint ARPA projects.			Coordinate effort to support and/or start 2 projects		
	Who Board, Mike S, Kevin	Who	Who	Who Consultant	Who	Who
	Status Not Started	Status Not Started	Status Not Started	Status Not Started	Status Not Started	Status Not Started
	Create a checklist to be used for all development projects			Outreach to developers		
Who Marsha	Who	Who	Who Consultant	Who	Who	
Status Not Started	Status Not Started	Status Not Started	Status Not Started	Status Not Started	Status Not Started	

Potential Project Check list
for Regional Housing Authority (draft 1)

Project Idea with Location	Description (i.e. location, number of acres, land type, jurisdiction)	Does it have water and sewer?	Does it have access?	Is it zoned or how is it categorized in the County's District Area Plan? If it is zoned, what type?	Is it by a transportation route?	Ownership Status and if for sale, listing price	Other (adjacent uses, close to transit, etc.)	Immediate next steps and information needs

Description	Poor or Possible	Optimal
Location	More than 10 minutes from a municipality	Less than 10 minutes from a municipality
Acreage	Cluster housing in rural area	Multi-unit with community and open space
Topography	Steep Slopes, Poor drainage, water ways	Level
Jurisdiction	Policy Restrictions to multi-unit construction	Policy Evaluation to multi-unit construction
Potable Water	Wells	Delivery system near or within
Water Resource	No irrigation or aquifer	Land acquisition includes irrigation
Wastewater Treatment	ISDS (Individual Septic Disposal System)	Domestic Collection and Treatment (Sewer)
Wastewater Capacity	At capacity and or non-compliance	Capacity possible with funding
Water/Sewer Taps	At cost	Negotiation with provider
Utilities other than Water & Sewer	Off the grid	Public Utility Available
Broadband/Internet	Wireless	Greater Durango area (Hopefully Bayfield☺)
Vehicle Access	Adjacent to Unimproved or Gravel Road	Adjacent to paved County/Municipal Street
Multi Model Transportation	No possible connections outside of parcel	Bike and Pedestrian access near & connected
Ownership	Keep Out or Not in My Back Yard neighbors	For Sale, Willing, Negotiable, Tax Credit Ready
Open Space	Homeowners Unable to Manage	Managed
Property with dilapidated units	Structural, Asbestos Abatement, etc.	Rehab without gutting a unit
Lifestyle Amenities	Nothing but housing near the parcel	Near a market, school, lake, park or cafe
Hazard	Fire or flood prone	Managed Natural Disaster area
Traffic	Adjacent highways	Speed reducing design adjacent street
Relationship	Barriers	Pathways
Building Contractors/Trades	Unavailable	Recognize Public Relation is Win/Win

Section H – Presentation(s)

Section I – Member Updates
