



REGIONAL LA
HOUSING PLATA
ALLIANCE COUNTY

Agenda

RHA Board of Directors
October 7, 2021 – 2:00- 4:00 p.m.

Santa Rita Water Reclamation Facility
Administration Building
105 S. Camino Del Rio, Durango, CO 81301

- 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) September 14, 2021 Minutes
 - b) Financial Statements as prepared by Jessica Laitsch
- F. Decision Items**
 - 1. 2022 Draft Budget Presentation
 - 2. SWCCOG - RHA MOU
 - 3. Request for Proposals Draft
 - 4. Member Contributions
 - 5. Sixth Amended and Reinstated IGA
- G. Discussion/Updates**
 - 1. Board Action Plan Updates
 - 2. Pending or upcoming legislation update
- H. Presentations and Engagement with Non-RHA Entities**
 - 1. HomesFund Presentation with Lisa Bloomquist Palmer
 - 2. RHA Success Discussion with Jenn Lopez
- 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.

Title

To: Regional Housing Alliance Board

From:

Date:

Words

Legal Review:

Financial Implications:

Proposed Action:

Section D – Approval of Agenda

Section E – Consent Agenda



Minutes

Board of Directors Meeting ~ September 14, 2021

2:00 p.m.

A. Call Meeting to Order

B. Introductions and Roll Call

Board members present:

- Kim Baxter, City of Durango
- Kevin Hall, City of Durango
- Katie Sickles, Town of Bayfield
- Kelly Polites, Town of Bayfield
- Marsha Porter-Norton, La Plata County
- Mike Segrest, La Plata County
- Mark Garcia, Town of Ignacio
- Sharon Craig, Town of Ignacio

Staff/Other Attendees:

- Jessica Laitsch, SWCCOG
- Miriam Gillow-Wiles, SWCCOG
- Bryce Bierman, SWCCOG

The meeting began at 2:06 p.m.

C. Public Comment

No public comment

D. Approval of Agenda

Katie Sickles motioned to approve the agenda with the addition of the Board tour of Rock Creek after the meeting. Kim Baxter seconded, unanimously approved.

E. Consent Agenda

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

Jessica and Mark described changes to the financial reports, including the removal of previously restricted funds from the balance sheet. Kevin asked that future minutes include the location of the meeting.

Marsha Porter-Norton motioned to approve the consent agenda. Mark Garcia seconded. Unanimously approved.

F. Decision Items

1. Notice of Meeting Locations –

Marsha asked if each of the jurisdictions should have a posting spot.

Mark Garcia motioned to post Notice of Meetings at Durango City Hall. Seconded by Katie Sickles, unanimously approved.

2. Membership in Housing Colorado – Marsha

Marsha recommended that the RHA become a member of Housing Colorado. Kevin asked what other organizations the group knows that are also members. Marsha listed various towns, cities, counties, housing authorities, and other related organizations in the state that are members. Marsha mentioned the job board and discounts to conferences would be benefits of membership. Board and official staff would be able to use the membership benefits. If the RHA purchases membership for 2022, it will have access for the rest of 2021. The price of membership is \$335.

Katie Sickles motioned for approval to purchase membership for \$335.00 to Housing Colorado for the RHA. Mark Garcia seconded. Kevin asked Miriam if the miscellaneous budget line item would be used to pay for the membership. Mark said the money would be pulled from Miscellaneous. **Unanimously approved.**

3. MOU Between SWCCOG and RHA

With the previous MOU running on a calendar year and having expired in July 2021, Kim asked what calendar the agreement between RHA and SWCCOG will run on. Kim recommended to run through the calendar year. Mike pointed out that there is roughly \$50,000 for contracting built into the budget that could be used to supplement the extra funds to be paid to SWCCOG. The new MOU will run through December 31, 2022. Mike mentioned the agreement could be amended and extended while reflecting the increase in funds to be paid to SWCCOG. Kevin asked how the increase to \$17,200 for 2021 broke out by hours, as it was only \$10,000 for past years. Miriam said it was a lump sum request based on total estimates of staff hours worked for the RHA. RFP process administrative work is not included in the 2021 MOU. Katie requested that Miriam put together a proposal for the work it will take for SWCCOG to create and manage the RFP process. The conversation regarding the adjustment to the 2022 MOU was tabled until the budget review at the October meeting.

Marsha Porter-Norton motioned to amend the 2021 MOU to reflect the change in fee paid to SWCCOG from \$10,000 to \$17,200. Katie Sickles seconded, unanimously approved.

4. Review RFP – Kim

Kim met with a consultant that recommended the RHA issue an RFQ. Mark directed the Board to the summary provided by Sandhya from the Board retreat to help with the scope of work needed for an RFQ/RFP. Marsha recommended removing language related to taxation. Kim said she and Mark could come back with a draft for the scope of work language before anything would be released to the public via an announcement.

5. Review and Approve Updated IGA – Mike

Mike and Kevin updated some of the IGA language; they decided to preserve some language in the IGA that will allow the RHA to grow into additional responsibilities as it grows. There was a discussion regarding structuring the Board with an even number of members; Mike mentioned he felt any votes of the Board resulting in a tie would not likely be a strong decision anyway. There would be an agreement to cooperate on a funding mechanism to allow the entity to survive in the long term. A time frame for adding a funding mechanism was discussed. Next step would be to have the RHA attorney review the new IGA. Kevin mentioned that the IGA ties the four entities together, and that the IGA should describe the broadest specifications as to how the RHA should operate. Marsha mentioned the possibility of including language that would give the RHA flexibility to work with lower AMI's when needed. There was group consensus was to include language of: "Not limited to" into the AMI section of the IGA. The group had consensus to use the AMI range to show the focus of the RHA but use the "Not limited to" language to offer flexibility.

Marsha mentioned over 50% of the Durango school district employees commute from outside of the city; in addition, the county may be able to provide seed money to the RHA in order to get on its feet, with a source of

funding to payback the investment. This would give more long-term stability to the RHA that would give developers more peace of mind when bidding on long-term contracts with the RHA. Typos will be corrected by Mike.

Marsha Porter-Norton motioned to pass the updated IGA onto the RHA's attorney for review. Katie Sickles seconded, unanimously approved.

Ideally the IGA will be ready for final review at the October 7, 2021 Board meeting, and a funding discussion should be a decision item for the October meeting.

Miriam mentioned the draft budget will have to be presented at the October meeting, as the state deadline is October 15 and December 15 for the final budget.

G. Discussion/Updates

1. 2020 Audit Exemption

Jessica Laitsch mentioned the audit exemption was approved. Exemptions have been approved since 2018, while the RHA was in dormancy.

2. 2022 Budget Direction

Marsha wants to make sure the budget has the tools to make sure housing is built. She asked if we should add a line item to the budget to be more specific about the tools required to build housing. Mark asked if the Board would like to see the updated draft prior to the next meeting; the group said seeing the draft early would be helpful. Katie mentioned funding mechanisms and deed restrictions is where Bayfield could use the most help for housing development. This gap could be filled by HomesFund or Housing Solutions for the Southwest. Katie asked how the RHA budget will work along with the budgets and housing development priorities of each jurisdiction. The group asked if the RHA or the jurisdictions would own the deeds. Kevin mentioned he thinks it is a good idea to use the organizations in the region that already provide specialty services, rather than reinvent the wheel.

3. SWCCOG Housing Updates

Miriam reported that the SWCCOG had heard a presentation from Andrew Paredes at the Department of Housing explaining that the pre-planning for specific lots where exceptions can be made to zoning or land use is the most important now. This pre-planning package could be included in the RFP to help to entice builders. Kevin questioned whether the COG housing efforts could convolute the mission of the RHA; Miriam made it clear the COG does not have intentions of stepping on the toes of the RHA. Mike Segrest mentioned the SWCCOG should be trying to work at the state level regarding direction since the different jurisdictions have different planning processes. Miriam thinks that working at the state level may take too much time to see the benefits. Kevin and Kim mentioned Durango has been looking into the option of using an emergency ordinance, like Crested Butte has recently done. Miriam will make sure there is not duplication of efforts between the RHA and SWCCOG.

4. Board Action Plan Updates

a) Update on Potential Opportunities for Housing - Mike Segrest

Mike mentioned he has done some research to identify 2,000 acres of publicly owned land for affordable housing development in La Plata County that could support up to 25 housing developments. Mike would like to see the region develop a land banking program. Mike suggested an Executive Session, so the Board could give him some direction regarding negotiations with developers. Mike mentioned he has had talks with a modular builder about building 300 units in La Plata County, the builder just needs the space. Mark mentioned land use codes are

updating for developments to consider environmental and transit impacts for developments and that the Transit Authority may need to be involved in planning for future developments. Marsha mentioned Mike's research will be instrumental in creating the materials packet we would bring to a consultant for the RHA. Miriam mentioned the DOLA grant HB21-1271 has language built-in to include transit stops and planning regarding the new developments. Marsha mentioned child-care would be important to consider including in these potential developments, which is a topic that is specifically addressed in HB21-1271. Miriam mentioned the SWCCOG is working on a "One Call, One Click" communication system for the region's transit operations.

b) Housing Prep Checklist – Marsha and Katie

Katies presented the Housing Preparation Checklist, which can be used to help identify hurdles to development project processes. Katie mentioned one thing the checklist is used to consider is what can citizens at 80-120% AMI afford. Mike is using the checklist and other filters to sort through the development property options. Marsha asked, "What development obstacles does the RHA want to filter out using the checklist?"

5. Pending or upcoming legislation update

Miriam announced there is no legislation update.

H. Presentations and Engagement with Non-RHA Entities

None.

I. Member Updates

1. Town of Bayfield –

Katie reported that Bayfield is working on site development in Cinnamon Heights. Project should be finished by February. Marsha asked if Bayfield would qualify for the upcoming incentives grant. Katie thought they would.

2. City of Durango –

Kevin mentioned the city has a hotel under contract for the use of affordable housing. The inclusionary housing ordinance doesn't work well to produce affordable housing units, but it does flow funds into the city to help with other areas like mortgage assistance. Kim mentioned the Urban Renewal Authority for Durango will be able to play a role in accessing more funding for affordable housing development.

3. Town of Ignacio –

Mark mentioned the town submitted a TA grant with CHFA for their Slaughterhouse property. They are waiting for a representative from CU to come discuss a downtown revitalization.

4. La Plata County –

Marsha mentioned La Plata County is looking into opening La Posta Road for further development. La Plata County is prioritizing workforce housing for their ARPA funds.

J. Adjournment – 4:03 pm

Board to tour Rock Creek property for affordable housing development after the Board Meeting. No decisions were made.

RHA Financials 1/1/2021-8/31/2021

To: Regional Housing Alliance of La Plata County

From: Jessica Laitsch

Date: 7 October, 2021

Comments: A Balance Sheet and Profit and Loss Report for the period January 1 to August 31, 2021 is attached.

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

| | Aug 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 |
| 1006 · LPC MA Revolving Loan Fund - Other | 21.99 |
| Total 1006 · LPC MA Revolving Loan Fund | 250,889.44 |
| Total Loan Funds (Restricted) | 250,889.44 |
| Total Checking/Savings | 270,822.66 |
| 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 | 271,453.49 |
| TOTAL ASSETS | 271,453.49 |
| 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 | (15,756.15) |
| Total Equity | 271,453.49 |
| TOTAL LIABILITIES & EQUITY | 271,453.49 |

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

| | Jan - Aug 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 | 166.97 | 600.00 | (433.03) | 27.8% |
| Total 3000 · Unrestricted Revenues | 166.97 | 600.00 | (433.03) | 27.8% |
| Total Income | 166.97 | 251,301.00 | (251,134.03) | 0.1% |
| Expense | | | | |
| 4080 · Liability Insurance | 1,009.28 | 1,514.00 | (504.72) | 66.7% |
| 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 | 16,049.28 | 73,514.00 | (57,464.72) | 21.8% |
| Net Ordinary Income | (15,882.31) | 177,787.00 | (193,669.31) | (8.9)% |
| Net Income | (15,882.31) | 177,787.00 | (193,669.31) | (8.9)% |

Section F – New Business

2022 Proposed Budget

Date: 7 October 2021

From: Miriam Gillow-Wiles and Jessica Laitsch

Attached is a proposed budget in compliance with the October 15 deadline. Below are various items for discussion and direction with respect to the final 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 legal or consultant services or staffing costs 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.

**Regional Housing Alliance
2022 Proposed Draft Budget**

| | | | | | |
|---|---------|---------|---------|---------|---------|
| Beginning Restricted for Affordable Housing | 498,741 | 511,035 | 247,656 | 250,723 | 0 |
| Beginning Reserved for Emergencies | 22,500 | 22,500 | 22,500 | 22,500 | 22,500 |
| Beginning Unrestricted Fund Balance | 38,889 | 26,712 | 13,198 | 13,987 | 239,942 |

| | 2019 Actual | 2020 Actual | 2021 Budget | 2021 Estimate | 2022 Budget |
|--|----------------|-------------|----------------|------------------|----------------|
| Income | | | | | |
| 3121 · Interest Revenue Bank Accounts | | | | | 250 |
| Total Unrestricted Income | - | - | - | - | 250 |
| Restricted Funds Released | | | | | |
| XXXX - Release of EIAF funds to RHA Operating | | | 250,701 | 250,973 | |
| Total Funds Released to Operating | - | - | 250,701 | 250,973 | - |
| Total Income | - | - | 250,701 | 250,973 | 250 |
| Expense | | | | | |
| 4060 · Dues and Subscriptions | | | | 335 | - |
| 4062 · Computer Hardware & Software | | | | | 888 |
| | - | - | - | 335 | 888 |
| 4080 · Casualty & Liability Insurance | 1,514 | 1,513 | 1,514 | 1,513 | 1,582 |
| 4200 · Salaries & Wages | | | | | |
| Health Care | | | | | |
| Payroll Benefits | | | | | |
| Workman's Comp | | | | | |
| Total Salaries & Benefits | 1,514 | 1,513 | 1,514 | 1,513 | 1,582 |
| 4398 - Prof'l Services - Admin Service Fee | 10,000 | 10,000 | 10,000 | 17,200 | 22,800 |
| 4005 · Prof'l Services - Audit Fees | - | - | - | - | 6,000 |
| 4322 · Prof'l Services- Legal Fees | 635 | 1,172 | 11,000 | 1,000 | 11,000 |
| 43xx - Prof'l Services - | | | 50,000 | 4,950 | 196,000 |
| 4337 · Release Fees | 28 | 28 | | | |
| 6240 · Miscellaneous | - | 12 | 1,000 | 20 | 1,000 |
| Total Expenses | 12,177 | 12,726 | 73,514 | 25,018 | 239,270 |
| Net Ordinary Income | (12,177) | (12,726) | 177,187 | 225,955 | (239,020) |
| Other Income Unrestricted | | | | | |
| 5030 · Other Income | | | | | |
| Net Ordinary Income (Loss) Unrestricted | (12,177) | (12,726) | 177,187 | 225,955 | (239,020) |
| Other Expenses Restricted | | | | | |
| 7014 - Transfer of EIAF Loans to HF | | 263,809 | | | |
| Net Expenses Restricted | - | 263,809 | - | - | - |
| Temporarily Restricted Income | | | | | |
| XXX - Interest Revenue Bank Accounts | 635 | 457 | 600 | 250 | |
| 3210 · Shared Appreciation Income | 11,632 | 3,012 | | | |
| XXX - Release Fees | 28 | 28 | | | |
| Total Temporarily Restricted Income | 12,295 | 3,497 | 600 | 250 | - |
| Release to Unrestricted | | | | | |
| XXX · Release from Reserve | | | 250,701 | 250,973 | |
| | - | - | 250,701 | 250,973 | - |
| Total Income - Unrestricted | - | - | 250,701 | 250,973 | 250 |
| Total Income - Restricted | 12,295 | 3,497 | 600 | 250 | - |
| Total Expense - Unrestricted | 12,177 | 12,726 | 73,514 | 25,018 | 239,270 |
| Total Expense - Restricted | - | 263,809 | 250,701 | 250,973 | - |
| Net All Activity | 117 | (273,038) | (72,914) | (24,768) | (239,020) |

| | | | | | |
|--|---------|---------|---------|---------|--------|
| Ending Restricted for Affordable Housing | 511,035 | 250,723 | (2,445) | 0 | 0 |
| Ending Reserved for Emergencies | 22,500 | 22,500 | 22,500 | 22,500 | 22,500 |
| Ending Unrestricted Fund Balance | 26,712 | 13,987 | 190,385 | 239,942 | 922 |

SWCCOG Proposal for RHA Management and Administration for Fiscal Year 2022

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 7 October 2021

At the September Meeting, the SWCCOG presented an updated MOU for administrative services. The time frame on this contract ran from July 1, 2021 to December 31, 2022 and included the additional funding for the increased work load in FY2021 and funding for FY2022. At the time, the RHA Board approved the additional costs for FY2021 and asked SWCCOG Staff to bring back the MOU with just FY2022 to the October Board Meeting for discussion in relation to the Draft 2022 budget.

SWCCOG Staff utilized a contract template developed by SWCCOG Legal. SWCCOG contract legal is also the RHA contracted legal as an FYI.

Attached is the updated contract with dates and funding adjusted to reflect only FY2022.

Legal Review: Contract has not been reviewed by Legal, utilizes a template developed by SWCCOG legal.

Financial Implications: Is included in FY 2022 Budget

Proposed Actions: Approve the 2022 contract with the SWCCOG for Management and Administration for \$22,800.

**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 January 2022** until **31 December 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.
- 40 hours 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 \$22,800 for Fiscal Year 2022.

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 2022.

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

RHA Request for Qualifications

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 7 October 2021

Mark Garcia and Mayor Kim Baxter tasked themselves to develop an RFP or RFQ at the RHA Board Retreat in June. Attached is the RFQ that was developed. Mark and Mayor Baxter will lead the discussion.

At the September Board Meeting, the RHA Board asked the SWCCOG Staff to bring a cost estimate for RFQ process support and management. The SWCCOG estimates it will take 45 hours of staff time broken between various staff members for a total of \$2,100. Task and support will include editing, final draft, posting, questions/engaging with vendors, reading and summarizing responses, presenting to RHA Board, and contract negotiation with the selected vendor.

Legal Review: Pending, if Board wants review

Financial Implications: High, will cause the RHA to expend funding. Is budgeted in the FY2022 Draft Budget

Proposed Action:

- 1) Direct SWCCOG Staff to next actions based on conversation about the RFQ
- 2) Approve funding for the SWCCOG to support and manage the RFQ process



REQUEST FOR QUALIFICATIONS

The La Plata County Regional Housing Alliance, hereinafter referred to as “the RHA,” is accepting submittals from qualified firms or individuals who can build a successful relationship and fulfill the desired objectives and work sought by the RHA. This Request For Qualifications (RFQ) will provide information about the RHA and define the professional services needed to re-establish an RHA that will provide critical housing services to La Plata County, City of Durango and the Towns of Bayfield and Ignacio.

This RFQ will be posted to the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado) and all questions must be submitted via the website. The question submittal deadline is **Nov.....**. Submittals must also be submitted via the website and received by **Nov.....**

RFQ Title: Professional Services Request for the La Plata County Regional Housing Alliance

All submitted proposals that are considered complete by the RHA shall be binding for sixty (60) calendar days from of the submission date. The RHA reserves the right to accept or deny any and all submittals and the ability to further discussions or negotiations with desired applicants. This RFQ is being solicited in accordance with the RHA policies and procedures.

Date: October XX, 2021

BACKGROUND

The La Plata County Regional Housing Authority (Authority) was approved by voters in XXXX and functions as an Authority in accordance with CRS. XXXX. The Authority is authorized to function county-wide and the membership includes La Plata County, the City of Durango and the Towns of Bayfield and Ignacio. In XXXX, the name was changed from the La Plata County Regional Housing Authority to the La Plata County Regional Housing Alliance (Alliance), and is often referred to as the RHA. The RHA has all statutorily required operating documentation and functions in accordance with the approved articles of incorporation, bylaws, policies and procedures.

The RHA functioned successfully from 199X to 201X and established numerous housing programs and completed multiple housing projects. The RHA was also successful in securing grant and project funding and maintained a large portfolio of deed restrictions and restricted funds. The Homes Fund was established under the RHA umbrella and provides housing education and assistance. In 201X, the membership decided after much discussion that it was best to move the RHA into dormancy following the departure of the RHA Executive Director and a slowdown in housing development. This change resulted in a shift of resources to the Homes Fund and a contract with the Southwest Colorado Council of Governments (COG) for minimal administrative services. The RHA has met annually since to ensure all policy and statutory requirements are fulfilled.

In 2020, the membership began discussing the need to re-establish the RHA and collectively began working on steps necessary to standup the RHA and work on providing much needed housing throughout the County. In 2021, the RHA completed a Board Retreat which delved into multiple housing topics with the intent of gaining a clear understanding of member needs and their desired direction. During the Retreat, the RHA heard from local housing non-profits (Housing Solutions for the Southwest, Homes Fund and Habitat for Humanity) who detailed the various housing services and assistance they provide and also their concerns about the potential role the RHA might take in the re-establishment of the organization. The RHA members concluded the Retreat with optimism and their work is detailed in a Retreat Summary which includes a 6-month Action Plan. The one common outcome from the Retreat was that thefunction of the RHA is the construction of housing units in our member communities. The Retreat Summary provides lots of information that covers a broad range of topics and housing challenges which collectively helps frame the direction and desired outcome the RHA is seeking.

REGIONAL HOUSING ALLIANCE LEAD

The RHA seeks to build a relationship with a firm or individual who can re-establish the RHA in a manner that provides a wide variety of housing services for each of the different members and their diverse communities. This is not an easy task and requires a wide range of expertise and ability from the successful firm or individual who can provide efficient and effective Administration, find and utilize critical Funding for housing, and Develop an organization that

can build or coordinate the construction of housing of all types and income ranges, with an emphasis on middle-income, workforce housing, in each of the member communities.

There are currently a lot of funding opportunities for housing development, however there are also a lot of housing challenges with a varying range of complexity and housing market dynamics. The operation and function of the RHA also poses similar challenges and currently there is no defined parameter for the function and operation of the RHA, but an expectation that housing will be built. The intent of this RFQ is to find the professional firm or individual that has the experience and ability to connect the multiple funding dots, navigate the complex housing market dynamics, work with members and housing non-profits, and ultimately provide essential housing services to the RHA and its members.

This is a unique opportunity presenting itself at a unique time in a complex housing environment. The successful firm or individual is challenged to learn more about the RHA and present a scenario that illustrates strengths, abilities and approach to achieving the desired RHA housing successes. Below are recommendations on information that is sought in this RFQ:

- Cover letter introducing the firm or individual(s) and pertinent contact information
- Illustration on the overall approach to building a relationship with the RHA and achieving housing development success
- Introduction of personnel, their roles and associated experience
- Details on experience and successes with funders, projects or related housing development
- Proposed schedule, phases or preferred scenario for achieving housing success
- Estimate of cost or fee basis that is associated with this work

The RHA is again optimistic and hopes to learn more about a possible working relationship with you and the collective desire to effect positive housing outcomes in our member communities. Again, the Retreat Summary provides a lot of detail and information that is relevant and connected to the broad housing quagmire, however in the event there is a need to gain more information or ask questions, please submit a request via the COG detailing questions or area(s) in which more information or clarity is needed.

REGIONAL HOUSING ALLIANCE SELECTION

The RHA has short term funding available to support the work needed on building a quality and productive relationship with the desired firm or individual. Review and consideration of all submittals will be a priority for the RHA and additional information may be requested. Ideally, a desired firm or individual will be contacted in January 2022, with a focus on establishing firm project objectives, housing development outcomes and contractual obligations. Insurance and other work or employment requirements will be conditions on future agreements or contracts. The success of this relationship will be the ability to achieve housing development and establish long term RHA funding or service coverage options by project.

RHA Member Contribution Discussion

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 7 October 2021

At the September Board Meeting it was suggested the Board have a discussion about member contributions as part of the IGA development.

Legal Review: N/A

Financial Implications: Important, ongoing funding for the RHA

Proposed Action: Discussion to direct staff on potential member contribution scenarios

IGA Discussion and Potential Approval

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 7 October 2021

Attached is the Sixth Amended and Restated Intergovernmental Agreement initially developed by Kevin Hall and Mike Segrest and presented at the September meeting and then sent to the RHA contract attorney for suggested edits. If approved each member's elected body will need to approve the IGA.

If the Board wants to add in member financial contributions to the IGA from the previous discussion the SWCCOG staff can make the update and send out for member jurisdiction approval.

Legal Review: Document has been reviewed by legal

Financial Implications: Approval of IGA is not significant unless Board chooses to include Member Contributions to IGA.

Proposed Action: Approve the Sixth Amended and Restated IGA and take to Member's elected bodies.

**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 (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 (not exclusively) 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 _____).

Commented [LL1]: Need date adopted and resolution number

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, but subject to the restrictions set forth in Section 2.1(c).

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 and/or low or moderate income 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 and/or low or moderate income housing;
- k. Acquire land and obtain development approvals.
- l. Issue requests for proposals for private sector and non-profit entities to build MIWH housing and/or low or moderate income 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 or elected official, if possible. If an elected official or administrative staff member cannot serve on behalf of any entity, then that entity may appoint any person with an interest in MIWH housing to serve as a member of the Board of Directors on behalf of that entity. 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

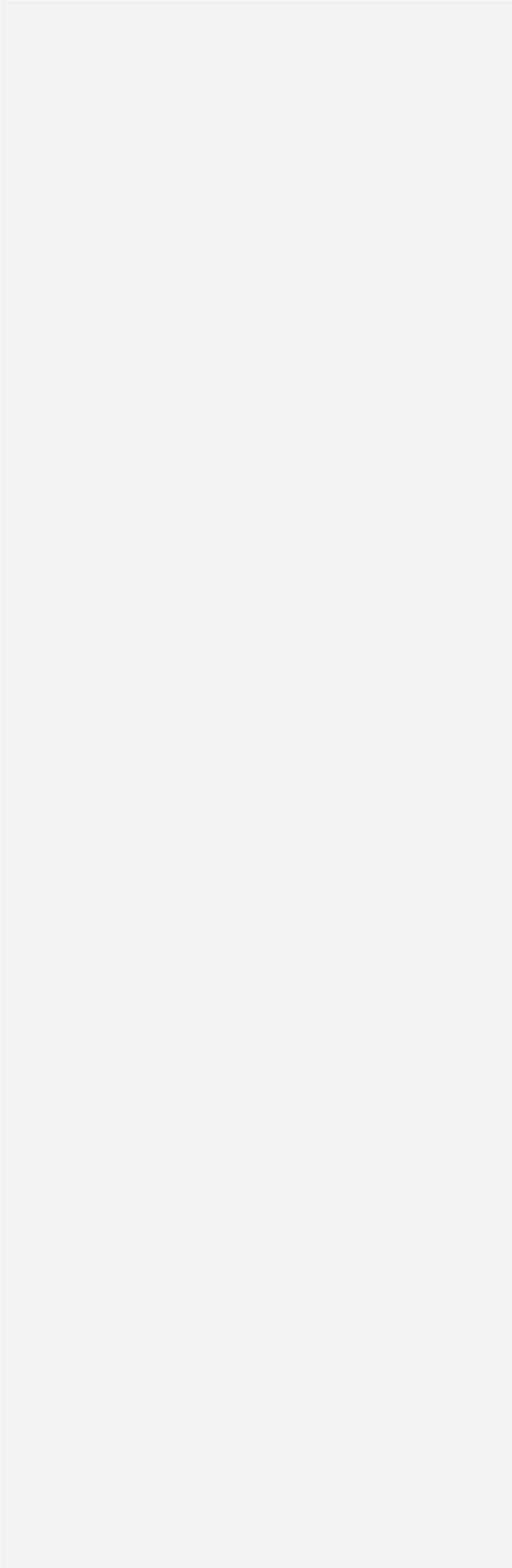
BOARD OF COUNTY COMMISSIONERS
OF LA PLATA COUNTY, COLORADO

Attest:

| *County Clerk*

Marsha Porter-Norton, Chair

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

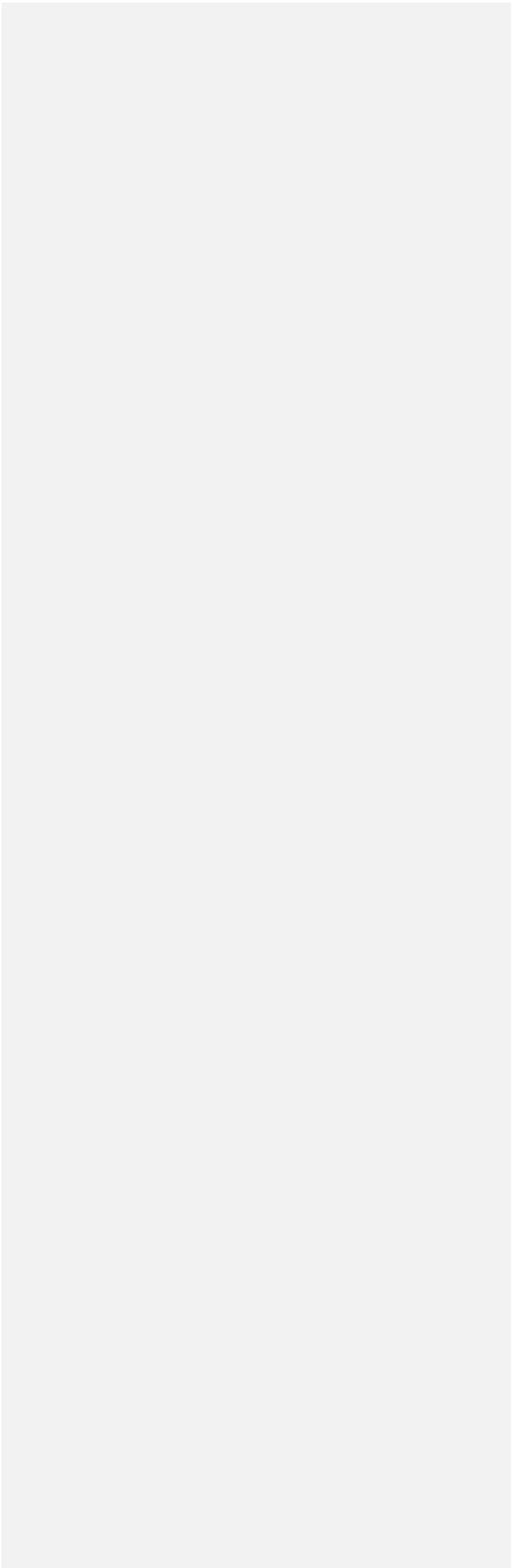


Dated this day of , 2021 TOWN OF IGNACIO, COLORADO

Attest:

| Town Clerk

~~George White~~ Stella Cox, Mayor

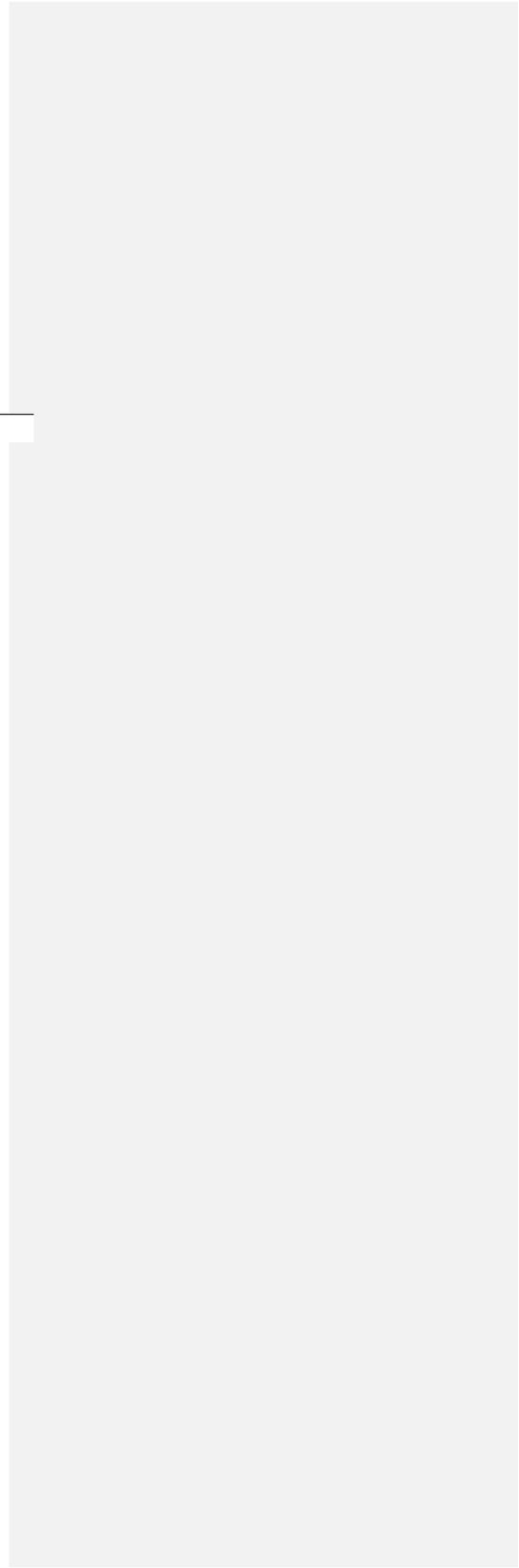


Dated this _____ day of _____, 2021 TOWN OF BAYFIELD, COLORADO

Attest:

Town Clerk

Ashleigh Tarkington, Mayor



Section G – Discussion/Updates

RHA 2021 Action Plan

Updated September 2021

| | July | August | September | October | November | December |
|--|--|--|--|--|--|---|
| Leadership: Coordination & Collaboration | Renovate/amend IGA & send to RHA Board for review. | | Get political alignment from all entities & decision from all 4 to approve the amended IGA for buy-in. | RHA exposure to elected officials first. Get out of hiding! | Outreach to stakeholders | |
| | Who Mike, Mark & Kevin Status Ongoing | Who Status Not Started | Who Board Status Not Started | Who Board Status Not Started | Who Board Status Not Started | Who Status Not Started |
| | Meet monthly & involve partners in meetings (communicate) | | | Quarterly updates & presentations for Electeds. | Public outreach How: PSA's, News/Media, etc | |
| | Who Board, SWCCOG Coordinate Status Ongoing | Who Status Not Started | Who Status Not Started | Who Board Status Ongoing | Who Board Status Not Started | Who Status Not Started |
| | Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT | Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT | Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT | Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT | Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT | Add agenda item to board meetings to review pending legislation for advocacy needs: CML, CCI, CCAT |
| | Who Status Ongoing | Who SWCCOG Add to Agenda Status Ongoing | Who SWCCOG Add to Agenda Status Ongoing | Who Status Ongoing | Who Status Ongoing | Who Status Ongoing |
| Staffing: Administration & Management | Dedicate funding for contractor/firm. \$50k is already in budget, less facilitation costs | | | RHA board to approve the Scope of Work, RFP & Timeline for hiring consulting firm/ consultant | Consultant to develop the structure of the RHA (priorities, staffing structure, etc) | Ideal future: Secure all administrative support needed for the RHA - Executive Director / support staff |
| | Who Board, SWCCOG Coordinate Status Complete | Who Status Not Started | Who Status Not Started | Who Board Status Ongoing | Who Status Not Started | Who Status Not Started |
| | | | Allocate gap resources for SWCCOG scope of work to hire consultants. | | In-between steps of releasing RFP, vetting proposals, interviews, negotiations, etc | Hire Consulting Firm/ Contractor |
| | Who Status Not Started | Who Status Not Started | Who SWCCOG Add to Agenda Status Complete | Who Status Not Started | Who SWCCOG and Board Status Not Started | Who Board Status Not Started |
| | | | | Develop Scope of Work, RFP & Timeline for consulting firm / contractor | | |
| | Who Status Not Started | Who Status Not Started | Who Status Not Started | Who Board w/ SWCCOG Support Status Ongoing | Who Status Not Started | Who Status Not Started |
| Funding | | Track & organize funding opportunities to ensure no funding is missed (ARPA, State, federal) | | 2022 Draft Budget | | Approve 2022 Budget |
| | Who Status Not Started | Who Grantwriter/Consultant Status Not Started | Who SWCCOG/Board Status Not Started | Who SWCCOG/Board Status Complete | Who Status Not Started | Who SWCCOG/Board Status Not Started |
| | | DOLA-Housing. Local rep: Andrew Atchley presentation | | | | |
| | Who Status Not Started | Who Katie/Miriam Status Complete | Who Status Not Started | Who Status Not Started | Who Status Not Started | Who Status Not Started |
| | Identify and list of potential immediate development opportunities & joint ARPA projects. | | | | Coordinate effort to support and/or start 2 projects | |

Section H – Presentation(s)

Presentation from HomesFund

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 7 October 2021

Lisa Bloomquist Palmer, Executive Director of HomesFund will be presenting to the RHA Board. Attached is the PowerPoint she will present.

AFFORDABLE/ATTAINABLE HOMEOWNERSHIP IN LA PLATA COUNTY

PRESENTED BY LISA BLOOMQUIST, EXECUTIVE DIRECTOR OF HOMESFUND

ANALYSIS OF CURRENT SITUATION AND NEED

- There are 21,794 households in La Plata County. Of those, 9,610 (44.1%) have household incomes between \$35,000 and \$99,999 per year. Though census household income figures don't line up perfectly with HUD AMI figures, I'm approximating that they line-up roughly as follows:

| Household Income | % of Households | # of Households | AMI equivalent (approx.) |
|------------------|-----------------|-----------------|--------------------------|
| \$35,000-49,999 | 12.4% | 2702 | 60% AMI |
| \$50,000-74,999 | 17.3% | 3770 | 80% AMI |
| \$75,000-99,999 | 14.4% | 3138 | 100% AMI |

ANALYSIS OF CURRENT SITUATION AND NEED

- Home Price Range figures are based on interest rates of 3% for a 30-year fixed mortgage (and changes in interest rates drastically affect purchase power and as interest rates change this chart will need to be updated), taxes, insurance, and mortgage insurance are included in the calculation, and, as HUD dictates, the calculation assumes that 30% of a household's gross income is used for housing.

| Household Income | AMI equivalent (approx.) | Home Price Range |
|------------------|--------------------------|---------------------|
| \$35,000-49,999 | 60% AMI | \$175,000-\$240,000 |
| \$50,000-74,999 | 80% AMI | \$240,000-\$360,000 |
| \$75,000-99,999 | 100% AMI | \$360,000-490,000 |

How to get the Market Rate Homes Needed

Home Price Range

\$175,000 - \$240,000

- At \$220-250/SF it is impossible for builders to build market-rate housing at these price-points.
- Alternate building methods such as modular homes, 3d printed homes, etc. *may* make housing production at these levels possible.
- The needed homes don't need to be new, so movement in the market will make some of them available. Movement in the market is caused by new supply at all levels (but lower price points help more), unless all homes are absorbed by new people (as is the case now).
- Housing at these price levels need to be subsidized, supported, and built by the public/nonprofit sector even if they are sold at market rates.
- Nonprofit homebuilders, such as Habitat for Humanity, create housing at this level, but it is typically restricted in a way that is similar to deed restrictions (that's good, it's just on another slide).
- How can the County encourage more housing at this level? HB 1271 funds from DOLA may help.

How to get the Market Rate Homes Needed

Home Price Range

\$240,000 - \$360,000

- At \$220-250/SF it is difficult for developers to build market-rate housing at these price-points.
- Encourage the building of condos, townhomes, and other homes that can be built more affordably.
 - Encourage density through zoning.
 - Moab program – Density bonuses in exchange for x% of the units restricted for primary residence (very “light” deed restriction).
- The needed homes don’t need to be new, so movement in the market will make some of them available. Movement in the market is caused by new supply at all levels (but lower price points help more), unless all homes are absorbed by new people (as is the case now).
- With Mortgage Assistance homes in this price-range can be purchased.
- Build infrastructure that makes neighborhoods at these price points possible.
- How can the County encourage more housing at this level? HB 1271 funds from DOLA may help.

How to get the Market Rate Homes Needed

Home Price Range

\$360,000 - \$490,000

- At \$220-250/SF it is difficult for developers to build market-rate housing at these price-points.
- Encourage the building of condos, townhomes, and other homes that can be built more affordably.
 - Encourage density through zoning.
 - Moab program – Density bonuses in exchange for x% of the units restricted for primary residence (very “light” deed restriction).
- The needed homes don’t need to be new, so movement in the market will make some of them available. Movement in the market is caused by new supply at all levels (but lower price points help more), unless all homes are absorbed by new people (as is the case now).
- With Mortgage Assistance homes in this price-range can be purchased.
- Build infrastructure that makes neighborhoods at these price points possible.
- Homes in this price range probably shouldn’t be cash subsidized, but fee waivers will be helpful for encouraging their creation.

How to get the Deed Restricted Homes Needed

Home Purchase Price Range

\$140,000 - \$192,000

- Developers cannot produce new housing at these price-points without losing approximately \$150,000 per unit produced (and they will make up for these losses by only producing high-priced market-rate homes).
- Housing at these price levels need to be subsidized, supported, and built by the public/nonprofit sector.
 - Nonprofit/HA/public developers can produce these homes.
 - Losses will be incurred by nonprofit or governmental developers, but grants can compensate for those losses.
- Scattered site deed restriction program can take existing lower-priced units and preserve them as affordable workforce housing with a deed restriction.
- Reduced cost or free land
- Reduced or waived fees
- How can the County encourage more housing at this level? HB 1271 funds from DOLA may help.

How to get the Deed Restricted Homes Needed

Home Purchase Price Range

\$192,000 - \$288,000

- Developers cannot produce new housing at these price-points without losing approximately \$100,000 per unit produced (and they will make up for these losses by only producing high-priced market-rate homes).
- Housing at these price levels need to be subsidized, supported, and built by the public/nonprofit sector.
 - Nonprofit/HA/public developers can produce these homes.
 - Losses will be incurred by nonprofit or governmental developers, but grants can compensate for those losses.
- Scattered site deed restriction program can take existing lower-priced units and preserve them as affordable workforce housing with a deed restriction.
- Reduced cost or free land
- Reduced or waived fees
- How can the County encourage more housing at this level? HB 1271 funds from DOLA may help.

How to get the Deed Restricted Homes Needed

Home Purchase Price Range

\$288,000 - \$392,000

- Developers will lose approximately \$50,000 per unit produced. This level of fee can be absorbed by other market-rate homes in the development if the development is large enough.
 - Possible in mixed price-point communities.
- “Light” deed restriction of only requiring owner occupancy (possibly in exchange for density bonuses) possible at these price-points.
- Scattered site deed restriction program can take existing lower-priced units and preserve them as affordable workforce housing with a deed restriction.
- Reduced cost or free land
- Reduced or waived fees
- How can the County encourage more housing at this level? HB 1271 funds from DOLA may help.

IDEAS FOR DISCUSSION

- **Scattered site deed restriction program** – HomesFund would purchase lower-priced homes, possibly do repairs to the home, put a deed restriction on the home, then sell it to a low- or moderate-income workforce household. The deed restriction would keep it affordable and owner-occupied into the foreseeable future.
- **Density bonus in exchange for “light” deed restriction** – For new construction building, give developers a density bonus if they will restrict x% of the units as owner-occupied.

IDEAS FOR DISCUSSION

- **Examining current policies** – What policies or procedures are standing in the way of lower-priced market-rate development? Colorado Division of Housing has funding for TA to examine housing policies to reduce housing barriers (HB 1271 funds from DOLA may help – SWCOG is applying for funds).
- **Support Housing Nonprofits** – The current HomesFund programs have been generously supported by the RHA member organizations, and we look forward to future partnerships and creation of more programs. Other nonprofits may benefit from land donations, fee waivers, etc.

IDEAS FOR DISCUSSION

- **Incentivize developers to build housing.** If fees can be waived, or other incentives can be provided to developers for them to build affordable/attainable housing, more may be produced.
- **Facilitate the creation and maintenance of manufactured home communities.** Manufactured home communities are naturally affordable housing for many households. Resident Owned Communities (ROCs) are empowering and stabilizing.
- **Build Housing** – Obviously easier said than done, but it's ultimately the solution.

FUNDING IDEAS FOR DISCUSSION

- **Funding for affordable housing programs:**
 - ARPA
 - Vacant home tax on empty second homes (Crested Butte is working on this).
 - Lodging tax specifically on short-term rental units.
 - Grants from HUD, the State of Colorado, foundations, etc.
 - I do NOT recommend a county-wide inclusionary zoning program because it puts the burden of paying for affordable housing on developers when we want to incentivize the creation of housing, not discourage it.

THANK YOU!

Thank you for your time and attention! Your desire to address the affordable homeownership needs of the La Plata County residents is greatly appreciated!

RHA History and Success

To: Regional Housing Alliance Board

From: Miriam Gillow-Wiles

Date: 7 October 2021

Jenn Lopez of Project Moxie and former Executive Director of the RHA will present on history of the RHA and potential successes for the organization.

Section I – Member Updates

IF THIS DOESN'T DO IT, MAYBE MONEY WILL.



pwatim '21
Durango TELEGRAPH