RHA Agenda



Board of Directors June 12, 2025, 2–5 p.m. Chamber Conference Room

- 1. Call Meeting to Order (2 p.m.)
- 2. Introductions and Roll Call
 - a. Identification of any actual or perceived conflicts of interest
- 3. Public Comment
- 4. Approval of Agenda
- 5. Approval of Consent Agenda (2:05 p.m.)
 - a. April 2025 Minutes
 - b. March and April 2025 Financial Statements
 - c. Ratification: DOLA Local Planning Capacity Grant contracts for HomesFund and New Communities Law for Deed Restriction/Resale Controls
 - Ratification: S.T.E.E.R. Initiative contracts for Butler Snow (legal counsel) and Hilltop Securities (financial analysts)
- 6. Public Presentations & Engagement with Non-RHA Entities (2:10 p.m.)
 - a. 2024 RHA draft Audit Report Presented by MBE (Kim Myers, CPA) (20 min.)
 - b. S.T.E.E.R. Initiative Presentation and Review of Recommendations (30 min.)
- 7. Decision Items (3:00 p.m.)
 - a. 2024 RHA Governance Letter & Audit Report
 - b. RHA Director at-Large Term Renewal Patrick Vaughn, at-large Member
- 8. RHA Updates & Discussion (3:15 p.m.)
 - a. 2nd Annual SW Housing Summit April 29th Post-Event Summary and Actionable Insights
 Report
 - b. La Plata Housing Needs Assessment & Housing Action Plans (SB24-174) Overview
 - Courtesy Review by State

Board of Directors June 12, 2025, 2–5 p.m. Chamber Conference Room

- Housing Planning Grant Funding Opportunity (Round 2 opens June 9-July 11)
- c. RHA 2024 Strategic Plan Tracker Progress-to-date
- d. RHA Contract Director 2025 Work Plan Progress-to-date
- e. RHA Board Retreat Initial Planning & Facilitation Research

9. Executive Session (4 p.m.)

 C.R.S. §24-6-402(4)(b) and (e)(I) Receiving legal advice from the RHA attorney on matters subject to negotiation, and determining positions, developing strategy, and instructing negotiators related to La Plata Economic Development Alliance and Soluvera contracts.

10. Adjournment

Meeting Minutes of the Board of Directors for the Regional Housing Alliance of La Plata County April 10, 2025

1. Call Meeting to Order

A meeting of the Board of Directors (the "Board") of La Plata County Regional Housing Alliance (RHA), was held on April 10, 2025, commencing at approximately 2:00 p.m. at the Durango Chamber of Commerce located at 2301 Main Avenue, Durango, Colorado 81301.

2. Introductions and Roll Call

The following directors, constituting a quorum, were present in person or by Zoom. Patrick Vaughn, Chair of the RHA, presided over the meeting noting that there was a quorum of the Board being present and he called the meeting to order at 2:03 p.m.

Attendees:

- Chairman, Patrick Vaughn, Member at Large
- Vice Chair, Marsha Porter-Norton, La Plata County Commissioner
- Treasurer, Mark Garcia. Town of Ignacio Manager
- Director Kevin Hall, La Plata County Deputy Manager
- Director Clark Craig, Town of Ignacio Mayor
- Director Gilda Yazzie, City of Durango Mayor
- Director Mike French, City of Durango Prosperity Officer (Online)
- Director Brenna Morlan, Town of Bayfield Trustee
- Director (Bayfield) *vacancy*

Others Present:

Eva Henson, La Plata Economic Development Alliance, "EDA" Contractor Deedee Schadt, EDA Contractor Jessie Christiansen, EDA Pam Moore, HomesFund Dan Hunt, Mobile Home Parks non-profit Lynn Hyde, La Plata County Community Development Director

Samantha Gallagher, Fort Lewis College Chief Financial Officer Jenn Lopez, Project Moxie Elizabeth Salkind, Housing Solutions for SW (online) Shak Powers, Region 9 (online) Joan Fauteaux, Durango Area Association of Realtors (online)

Conflicts of Interest: no conflicts of interest were disclosed

3. Public Comment

Dan Hunt expressed his appreciation to the RHA for providing Catalyst funding for the Animas View Mobile Home Park project. He noted that while there have been some delays, the project is progressing.

4. Approval of Agenda

Eva Henson informed the Board that a Decision Item related to the S.T.E.E.R. Initiative may need to be added, as further discussion and potential Board action could be required.

Upon motion duly made by Director Craig and seconded by Director Morlan, it was unanimously **RESOLVED**, that the Agenda for the April 10, 2025 Board meeting, in the form provided to the Directors in advance of this meeting, is hereby approved.

5. Approval of Consent Agenda

a. March 2025 Minutes

Upon motion duly made by Treasurer Garcia and seconded by Vice-Chair Porter-Norton, it was unanimously **RESOLVED**, that the minutes of the meeting of the Board held on March 13, 2025, in the form provided to the Directors in advance of this meeting, is hereby approved.

b. February 2025 Financial Statements

Upon motion duly made by Treasurer Garcia and seconded by Vice-Chair Porter-Norton, it was unanimously **RESOLVED**, that the February Financial Statements, in the form provided to the Directors in advance of this meeting, is hereby approved.

6. Public Presentations & Engagement with Non-RHA Entities

a. La Plata Community Development Director Update, Lynn Hyde

Lynn Hyde shared information previously presented to the Board of County Commissioners in February 2024 regarding the County's permitting process. She explained the general flow from permit application to project completion, noting that in 2024, more permits were concluded than applied for—a positive indicator.

The duration of a land use application process averages about three months and largely depends on who is submitting the proposed project. When the applicant submits a project to the County, there is a "shot clock: and sometimes the County has control over timelines and sometimes it's the applicant or developer. Thus, the time it takes to get through the process varies.

The software used by the County tracks building permits but does not specifically track below-market or affordable housing units. Notably, the County issues permits for a range of housing types, including RVs used as additional residences. In 2024, the County issued 131 new single-family residential permits. Permit activity peaked in 2021 but has since declined, with home sizes also decreasing due to rising construction costs.

Additionally, the County conducts parcel research requests to verify whether properties have been properly permitted—an important preliminary step before initiating development projects. A question was raised regarding the County's role in fast-tracking affordable housing under Proposition 123. Lynn noted that while the County has some initial ideas about what this could involve, further discussion with the County Commissioners is ongoing.

7. **Decision Items**

a. FLC Vantage Request for RHA (2) Letters of Support, Jenn Lopez, Project Moxie

Jenn Lopez provided an overview of the FLC Vantage project, which began in 2021 with a housing needs assessment conducted in partnership with Fort Lewis College (FLC) faculty. In 2023, the project team partnered with HomesFund and selected additional development partners. The RHA awarded Catalyst Fund support in 2024, which contributed to the pre-development costs of the project in Three Springs. Currently, the team is pursuing two funding applications, with approximately a 10% chance of success. Jenn noted a potential matching opportunity that the RHA should be aware of. It is anticipated that approximately half of the units will be filled by FLC employees, leaving an estimated 20–25 units available for other community members. The site is located directly across from the hospital.

Eva Henson drafted two support letters for the project, which were included in the Board's meeting packet.

Upon motion duly made by Director Morlan and seconded by Treasurer Garcia, it was unanimously **RESOLVED**, approval of two RHA Support Letters for FLC Vantage project as presented, are hereby approved.

b. Request for Release - Right of First Refusal Agreement (Lot 34 Yucca Estates Subdivision)

Eva Henson provided a summary of the history related to the current property agreement and Pam Moore from HomesFund answered questions. This is a unique situation, both acknowledged. Eva said that when she was informed of the situation which is that the RHA was listed as having a Right of First Refusal ("ROFR"). title, she coordinated with the seller and title company, who agreed to extend the closing deadline to Friday of this week. In this case, a person was purchasing the property from a parent. The RHA's Right of First Refusal Agreement ("ROFR") pertained to a down payment assistance loan now held by Homes Fund. However, it was refinanced and the loan was paid off but the ROFR was not released. To address similar situations in the future, a suggestion was made that HomesFund be granted authority to release properties under these circumstances without requiring additional Board approval.

Upon motion duly made by Vice-Chair Porter-Norton and seconded by Director Morlan, it was unanimously **RESOLVED**, that the request for release – Right of First Refusal for 34 Yucca Estates, in the form provided to the Directors in advance of this meeting, is hereby approved.

Upon motion duly made by Director Molan and seconded by Vice-Chair Porter-Norton, it was unanimously **RESOLVED**, to give HomesFund authorization to release any future properties that fall into this category, is hereby approved.

8. RHA Updates

a. 2nd Annual Southwest Housing Summit – Agenda

Eva Henson provided an update on RHA's **2nd Annual Southwest Housing Summit**, scheduled for **Tuesday, April 29, 2025**, at the DoubleTree by Hilton in Durango, CO. She reviewed the event agenda, noting it is a one-day conference convening a wide range of stakeholders, including Region 9, keynote speaker M. Nolan Gray, Michael Leahy of Castlewood Partners (Leadville), City of Durango, HomesFund, Elevation Community Land Trust, and other local partners.

Highlights include:

- Book signing by Mr. Gray, with books available on-site through Maria's Bookshop
- Networking lunch and closing refreshments with a cash bar
- Sponsorships secured to date total \$24,000, including:
 - Platinum Sponsor: NAR Housing Opportunity Grant with DAAR (Durango Area Association of Realtors)—\$7,500

- o **Gold Sponsors**: The Colorado Health Foundation \$5,000; First Southwest Bank \$5,000
- o **Silver Sponsor**: Colorado Housing and Finance Authority \$3,500
- Bronze Sponsors: Wells Group \$1,500; Enterprise Community Partners \$1,500
- The application to the Boettcher Foundation Rural Catalyst Grant Program (\$5,000) was not awarded
- **57 tickets sold** to date, with **43 remaining** more than 50% sold, two weeks ahead of the event
- Max Capacity is **150 attendees** providing approximately 42 complimentary tickets for RHA Board, LPEDA staff, speakers/panelists, and scholarships.
- Recent outreach includes a Local News Network interview, event release, and social media promotions

b. Catalyst Fund Round 5 – Open

- Housing Catalyst Fund Round 5 is accepting applications through Friday, May 16, 2025.
- Funding decisions will be announced by June 30th.
- Please contact Sarah Tober, sarah@yeslpc.com, for more information or questions.
- A Housing Catalyst Fund 101 Webinar will be held on April 23rd @ 10 a.m. via zoom

c. Division of Housing SW Region Tour - Tuesday, May 20th

The Division of Housing (DOH) staff including Andrew Atchley and Shirley Diaz will be bringing the new Housing Development Specialist Rural Team Manager, Fallon Miller, through the SW Region on Tuesday, May 20, 2025, to get to know people in her territory, and their team will also be taking any feedback, thoughts, or concerns you up the chain to DOH or the Department of Local Affairs (DOLA).

Tentative Itinerary: Pagosa Springs, Ignacio, Durango, Tour of Timber Age in Mancos, and Silverton.

DOH has requested that the RHA host lunch (e.g. 12:30-1:30 p.m.), possibly at the FLC Center for Innovation Center, the Board is invited. The board suggested that a drive by for Pine River Commons and Cinnamon Heights in Bayfield be worked into the tour if possible.

d. S.T.E.E.R. Committee Initiative

The S.T.E.E.R. Committee has continued to build on last year's work, strategically incorporating findings from the housing needs assessment and focusing discussions on current housing challenges. The committee has narrowed down a list of potential

local revenue streams, which have been evaluated with the support of legal and financial consultants. These discussions have included an analysis of the pros, cons, and feasibility of each option.

Meetings #3 and #4 are scheduled for May, with the possibility of a fifth meeting depending on outcomes.

The importance of maintaining momentum was emphasized, particularly in securing expert support to advance any potential ballot initiative. The opportunity to work with Butler Snow (legal counsel) and Hilltop Securities (financial advisor) was identified as critical.

Butler Snow: their contract would be not-to-exceed \$6,500

Hilltop Securities: their contract would be not to exceed \$7,000

It was agreed that these expenses should be funded through the RHA general budget rather than the DOLA Local Planning Capacity Grant. The Board acknowledged that additional funds may be needed to ensure continued progress. An update was also provided on Lodger's Tax legislation currently under consideration in the State Legislature (note: as of this meeting, the bill was in the State Senate). A motion was proposed to approve engaging Butler Snow and Hilltop Securities under the terms outlined, utilizing RHA budget funds.

Upon motion duly made by Director Morlan and seconded by Treasurer Garcia, it was unanimously **RESOLVED**, that the RHA Board approves the use of RHA general budget funds and authorizes proceeding with contracts with Hilltop Securities (not-to-exceed \$7,000) and Butler Snow (not-to-exceed \$6,500) in support of the S.T.E.E.R. initiative.

e. DOLA Local Planning Capacity

Eva Henson, Tuggy Dunton (Town Clerk/Treasurer, Town of Ignacio), Jessie Christiansen (Business and Finance Director, Economic Development Alliance), and DOLA staff (Robyn DiFalco, Jessica Rupe, and Patrick Rondinelli) met to discuss the current DOLA Local Planning Capacity Grant, including scope clarification, potential supplemental funding and desired outcomes.

DOLA recently announced new incentives for communities that implement fast-track procedures prior to the November 2026 deadline, with funding available on a first-come, first-served basis—particularly for those able to act within the current state fiscal year (July 1–June 30). The incentive offers up to \$50,000 in supplemental funding for eligible activities.

The discussion included whether the Town of Ignacio might be positioned to adopt fast-tracking procedures more quickly than other partner jurisdictions and thereby

qualify for the additional funding. Concerns were noted regarding the process and timeline required to achieve fast-tracking.

9. Member Updates

a. Member at Large

Chairman Vaughn noted that the Three Springs Development Agreement includes examples of administrative review processes that could help inform the design of fast-track housing initiatives. He also mentioned that the City of Durango's refined process from the Three Springs project could serve as an excellent template for future fast-tracking efforts. Additionally, he shared that he has heard positive feedback about Nolan Gray, the featured keynote speaker for the upcoming Housing Summit, and is looking forward to the event.

b. Town of Ignacio

Treasurer Garcia noted that the Local News Network recently aired a segment on Ignacio and the Rock Creek project, highlighting the community's progress. He emphasized the critical role HomesFund has played in the project's success. He reported that Phase 1 is expected to close on units by the end of May or early June. The Ignacio School District has expressed interest in purchasing one unit in Phase 1 and four units in Phase 2. Phase 2 will include 11 units, with ongoing efforts to identify additional eligible buyers earning below 100% of the Area Median Income (AMI) for six of those units. Treasurer Garcia also noted that the team is actively exploring funding sources for the Ignacio Housing Authority and expressed his appreciation for everyone's contributions to the project.

c. Town of Bayfield

Director Morlan shared that an open session will be held that evening from 5:30 to 7:00 p.m. at the Bayfield Senior Center to meet with two finalists for the town manager position. Formal interviews are scheduled for Friday and will be conducted by a town panel, with strong candidates under consideration.

She noted that the town has received a proposal for an RV park with approximately 74 spaces located across from the Post Office, with potential to designate some of the spaces for below-market housing. Additionally, certain areas of Bayfield are currently being evaluated for annexation. New developments in the area include the opening of Tractor Supply and the start of construction on an O'Reilly Auto Parts store adjacent to the Family Dollar.

d. City of Durango

Director Yazzie shared that elections have been a recent focus, resulting in the election of two new councilors. The city is looking forward to the future and the opportunities ahead with the new council leadership.

e. La Plata County

Commissioner Porter-Norton stated that there will be a BOCC Retreat on April 23rd. The new draft of the State of Colorado Wildland Urban Interface Code is out for public comment. Discussions are occurring about how it will impact the price of homes. The proposal from LPC to the Board finalizing the WUI Code is a tiered structure so that there would be options for fire safety, but they would be less expensive. In addition, there are two bills in the Legislature regarding homeowners; insurance. One considers mitigation and the other would set up grants for things like roofs and home hardening. There is a new State insurance program FAIR which just launched and is an insurance coverage of last resort. This program is particularly relevant as many residents are experiencing difficulty obtaining home insurance due to increasing wildfire concerns.

10. Adjournment:

Reminder –	there	is	no	May	meeting
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There being no further business, the meeting was adjourned at approximately 3:49 p.m. The next meeting is scheduled for June 12, 2025 at 2 p.m. at the Durango Chamber and via Zoom.

Respectfully Submitted,	
Signed: Patrick Vaughn, Chair:	
Signed: Eva Henson, Secretary of Meeting:	



Stmt of Assets, Liabilities & Net Assets As of March 31, 2025

		TOTAL	
	AS OF MAR 31, 2025	AS OF MAR 31, 2024 (PY)	CHANGE
ASSETS			
Current Assets			
Bank Accounts			
1000 TBK Operating Account	424,500	436,502	-12,002
1025 Bank of CO Money Market	140,418	939,346	-798,929
Total Bank Accounts	\$564,917	\$1,375,848	\$ -810,931
Accounts Receivable			
1300 Accounts Receivable	7,500	0	7,500
Total Accounts Receivable	\$7,500	\$0	\$7,500
Other Current Assets			
1400 Prepaid Expenses	1,577	1,154	424
1510 Note Receivable - Bayfield Haga	600,000		600,000
1511 Note Receivable - Ignacio HA	235,000		235,000
1514 Interest Receivable - Bayf Haga	7,100		7,100
1515 Interest Receivable - Ignacio HA	1,028		1,028
Total Other Current Assets	\$844,706	\$1,154	\$843,552
Total Current Assets	\$1,417,123	\$1,377,002	\$40,121
Other Assets	\$350	\$350	\$0
TOTAL ASSETS	\$1,417,473	\$1,377,352	\$40,121
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	\$11,085	\$8,371	\$2,714
Other Current Liabilities			
2072 Accrued Expense - Loan Servicing	1,161		1,161
Total Other Current Liabilities	\$1,161	\$0	\$1,161
Total Current Liabilities	\$12,247	\$8,371	\$3,876
Total Liabilities	\$12,247	\$8,371	\$3,876
Equity			
2050 Beginning Net Assets	0	0	(
2053 Unrestricted Net Assets	239,212	222,265	16,947
2054 Reserved for Emergencies	9,290	6,576	2,714
2058 Restricted-Revolving Loan Fund	960,343		960,343
Net Income	196,380	1,140,139	-943,759
Total Equity	\$1,405,227	\$1,368,981	\$36,246
TOTAL LIABILITIES AND EQUITY	\$1,417,473	\$1,377,352	\$40,121

Regional Housing Alliance of La Plata Co. Budget Performance YTD January - March, 2025

		Total			
	Actual	Budget	% of Budget	Annual Budget	Notes
Income					
3000 Unrestricted Revenues					
3100 IGA Member Contribution Revenue					
3101 City of Durango	73,800	73,872	99.90%	73,872	?
3102 La Plata County	140,819	140,819	100.00%	140,819	
3103 Town of Ignacio	4,617	4,617	100.00%	4,617	,
3104 Town of Bayfield	11,543	11,543	100.00%	11,543	1
Total 3100 IGA Member Contribution Revenue	\$ 230,779 \$	230,851	99.97%	\$ 230,851	All contributions received
3118 Interest Income - RLF	3,436	4,155	82.70%	16,625	i
3121 Interest Income - Bank Accounts	714	96	743.78%	360	
3122 Sponsorship/Donation	15,000	10,000	150.00%	21,000	
3133 Fee For Service		0		7,000	
Total 3000 Unrestricted Revenues	\$ 249,929 \$	245,102	101.97%	\$ 275,836	3
3001 Temp Restr Operating Revenues				C	
3090 Catalyst Revolving Loan Revenue	 43			C	<u> </u>
Total 3001 Temp Restr Operating Revenues	\$ 43 \$	0		\$ 0	1
3900 Grant Revenue					
					for Summit; grants & sponsorships
3930 Foundation and NPO Grants	 7,500				exceeding goal by \$1500
Total 3900 Grant Revenue	\$ 7,500 \$	0			-
Total Income	\$ 257,472 \$	245,102	105.05%		=
Gross Profit	\$ 257,472 \$	245,102	105.05%	\$ 275,836	
Expenses					
4015 Client Loan Expenses	491	594	82.65%	2,375	
4080 Liability Insurance	303	399	75.95%	1,600	
4119 Marketing/Outreach	580	12,210	4.75%	26,000	
4121 Summit-Coordination	7,500				
4124 Summit-Speakers	 1,500				_
Total 4119 Marketing/Outreach	\$ 9,580 \$	12,210	78.46%	\$ 26,000	
					Technical and office support expenses
					exceeding budget; under review to determin adjustments needed here for expected mid-
4140 Office Expense	1,479	752	196.63%	2.520	year budget amendment
4315 Professional Services	-,	. 02	.30.0070	2,020	,
4005 Prof Serv Audit Fees	2,900	3,000	96.67%	9,200	
4322 Prof'l Services- Legal Fees	320	1,251	25.58%	5,000	

Regional Housing Alliance of La Plata Co. Budget Performance YTD January - March, 2025

			Total		
	A	ctual	Budget	% of Budget	Annual Budget
4323 Prof'l Services- Website			1,251	0.00%	5,000
4394 Prof'l Services-Hsng Strategy		30,000	30,000	100.00%	120,000
4397 Prof'l Services - RHA Director		8,644	10,250	84.33%	40,000
4398 Prof'l Services - Admin Fee		5,980	5,979	100.02%	23,920
Total 4315 Professional Services	\$	47,844 \$	51,731	92.49%	\$ 203,120
4340 Rent		1,080	1,080	100.00%	4,320
4379 Training			2,000	0.00%	4,000
6240 Miscellaneous		315	261	120.69%	1,040
Total Expenses	\$	61,092 \$	69,027	88.50%	\$ 244,97
Net Operating Income	\$	196,380 \$	176,075	111.53%	\$ 30,86
Other Income					
5020 Grants - Inkind		34,576	41,000	84.33%	144,500
Total Other Income	\$	34,576 \$	41,000	84.33%	\$ 144,500
Other Expenses					
6020 Grant Project Exp - In Kind		34,576	41,000	84.33%	144,500
Total Other Expenses	\$	34,576 \$	41,000	84.33%	\$ 144,500
Net Other Income	\$	0 \$	0		\$
Net Income	\$	196,380 \$	176,075	111.53%	\$ 30,86

Thursday, Apr 24, 2025 - Accrual Basis

Revenue & Expenses by Project

January - March, 2025

	CATALYST RLF	SUMMIT	UNRESTRICTED	TOTAL
Income				
3000 Unrestricted Revenues				\$0
3100 IGA Member Contribution Revenue			230,779	\$230,779
3118 Interest Income - RLF	3,436			\$3,436
3121 Interest Income - Bank Accounts	714			\$714
3122 Sponsorship/Donation		15,000		\$15,000
Total 3000 Unrestricted Revenues	4,150	15,000	230,779	\$249,929
3001 Temp Restr Operating Revenues	43			\$43
3900 Grant Revenue		7,500		\$7,500
Total Income	\$4,193	\$22,500	\$230,779	\$257,472
GROSS PROFIT	\$4,193	\$22,500	\$230,779	\$257,472
Expenses				
4015 Client Loan Expenses	491			\$491
4080 Liability Insurance			303	\$303
4119 Marketing/Outreach		9,000	580	\$9,580
4140 Office Expense	10		1,469	\$1,479
4315 Professional Services				\$0
4005 Prof Serv Audit Fees			2,900	\$2,900
4322 Prof'l Services- Legal Fees			320	\$320
4394 Prof'l Services-Hsng Strategy			30,000	\$30,000
4397 Prof'l Services - RHA Director			8,644	\$8,644
4398 Prof'l Services - Admin Fee			5,980	\$5,980
Total 4315 Professional Services			47,844	\$47,844
4340 Rent			1,080	\$1,080
6240 Miscellaneous			315	\$315
Total Expenses	\$501	\$9,000	\$51,591	\$61,092
NET OPERATING INCOME	\$3,692	\$13,500	\$179,188	\$196,380
Other Income				
5020 Grants - Inkind			34,576	\$34,576
Total Other Income	\$0	\$0	\$34,576	\$34,576
Other Expenses				
6020 Grant Project Exp - In Kind			34,576	\$34,576
Total Other Expenses	\$0	\$0	\$34,576	\$34,576
NET OTHER INCOME	\$0	\$0	\$0	\$0
NET INCOME	\$3,692	\$13,500	\$179,188	\$196,380

Revenue & Expense Transaction Detail

March 2025

DATE		NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT
Ordinary Income	/Expenses					
Income						
3000 Unrestric						
	Income - RLF					
	Journal Entry	25007		•	reconcile Bayfield Haga loan with Region 9 statement at qtr end	-107.44
03/31/2025	,	25005		•	mo interest accrued thru mo end Bayfield Haga loan	875.00
	Journal Entry	25005		Catalyst RLF	mo interest accrued thru mo end Ignacio HA/Rock Creek loan	342.71
	3 Interest Income - RLF					\$1,110.27
	Income - Bank Accounts	5				
03/31/2025	•			Catalyst RLF		354.48
Total for 3121	I Interest Income - Bank	Accounts				\$354.48
Total for 3000	Unrestricted Revenues					\$1,464.75
3001 Temp Re	estr Operating Revenues					
3090 Catalyst	t Revolving Loan Revenu	ıe				
03/05/2025	Deposit			Catalyst RLF	final payout? sarah tober researching	42.61
Total for 3090	Catalyst Revolving Loa	n Revenue	•			\$42.61
Total for 3001	Temp Restr Operating F	Revenues				\$42.61
3900 Grant Re	evenue					
3930 Foundat	tion and NPO Grants					
03/31/2025	Credit Memo	154	Boettcher Foundation	Summit	Foundation grant for 2025 Housing Summit (gold sponsor level) not awarded	-5,000.00
03/31/2025	Invoice	153	Durango Area Assoc of Realtors	Summit	Housing Opportunity Grant as Sponsorship for 2nd Annual Southwest Colorado Housing Summit, April 2025	7,500.00
Total for 3930	Foundation and NPO G	irants				\$2,500.00
Total for 3900	Grant Revenue					\$2,500.00
Total for Incom	е					\$4,007.36
Expenses						
4015 Client Lo	an Expenses					
03/31/2025	Journal Entry	25005		Catalyst RLF	mo accrued loan servicing fee to Region 9 Bayfield Haga loan	125.00
03/31/2025	Journal Entry	25005		-	mo accrued loan servicing fee to Region 9 Ignacio HA/Rock Creek Loan	48.96
03/31/2025	Journal Entry	25007		-	reconcile Bayfield Haga loan with Region 9 statement at qtr end	-15.32
Total for 4015	Client Loan Expenses					\$158.64
4080 Liability I	Insurance					
	Journal Entry	25006		Unrestricted	monthly liab insurance expense	101.02
Total for 4080	Liability Insurance				· · · · · · · · · · · · · · · · · · ·	\$101.02
4119 Marketin						
4121 Summit	•					
03/31/2025		1896	LPEDA	Summit	Soluvera project coordination	5,000.00
Total for 4121	Summit-Coordination					\$5,000.00
Total for 4119	Marketing/Outreach					\$5,000.00
	-					ψο,οσο.οο
4140 Office Ex 03/01/2025	kpense Check	hn	Durango Chamber of Commerce	Unrostricted	mo chara triala nat	05.00
03/01/2025	Bill	bp 1896	LPEDA	Unrestricted	mo share triple net	85.00 499.98
U.3/.3 1/ZUZ3	DIII	1090	LFEDA	Unrestricted	Zeck board mtg software	499.98

Revenue & Expense Transaction Detail

March 2025

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT
03/31/2025	Journal Entry	25006		Unrestricted	monthly acctg software	89.10
03/31/2025	Bill	1896	LPEDA	Unrestricted	Mailchimp, Zoom phone/mtgs Q1	124.36
03/31/2025	Bill	1896	LPEDA	Unrestricted	Priting Q1	66.00
Total for 4140	Office Expense					\$864.44
4315 Professi						
	rv Audit Fees					
03/31/2025		1699313	MBE CPAs	Unrestricted	Pmt 1 on 2024 audit (quote total \$9200)	2,900.00
	5 Prof Serv Audit Fees					\$2,900.00
	ervices- Legal Fees					
03/01/2025		4444	Law Office of David Liberman	Unrestricted	summit speakers agrmnts review, deed restrictions work review	180.00
	2 Prof'l Services- Legal F	ees				\$180.00
	ervices-Hsng Strategy					
03/01/2025			LPEDA	Unrestricted	mo contract for 2025	10,000.00
	4 Prof'l Services-Hsng St	rategy				\$10,000.00
	ervices - RHA Director					
03/31/2025		1892	LPEDA-Grant match	Unrestricted	DOLA capacity match Mar	2,000.00
	7 Prof'l Services - RHA D	irector				\$2,000.00
	ervices - Admin Fee		1.0504		1	4 000 00
03/01/2025		Г	LPEDA	Unrestricted	mo admin 2025	1,993.33
	3 Prof'l Services - Admin	F00				\$1,993.33
	Professional Services					\$17,073.33
4340 Rent						
03/01/2025	Check	bp	Durango Chamber of Commerce	Unrestricted	mo rent	360.00
Total for 4340						\$360.00
6240 Miscella						
03/31/2025	Bill	1896	LPEDA	Unrestricted	Chamber mtg room usage for 4 mtgs Q1	315.00
	Miscellaneous					\$315.00
Total for Exper	nses					\$23,872.43
Net Ordinary Inc	come					\$ -19,865.07
Other Income/E	xpense					
Other Income						
5020 Grants -	Inkind					
03/31/2025	Bill	1892	LPEDA-Grant match	Unrestricted	DOLA grant rev	8,000.00
Total for 5020	Grants - Inkind					\$8,000.00
Total for Other	Income					\$8,000.00
Other Expense)					
6020 Grant Pr	roject Exp - In Kind					
03/31/2025	Bill	1892	LPEDA-Grant match	Unrestricted	DOLA grant exp	8,000.00
Total for 6020	Grant Project Exp - In Ki	ind				\$8,000.00
Total for Other	Expense					\$8,000.00

Revenue & Expense Transaction Detail March 2025

DATE	TRANSACTION TYPE NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT
Net Other In	come				\$0.00
Net Income					\$ -19,865.07



Stmt of Assets, Liabilities & Net Assets

As of April 30, 2025

		TOTAL	
	AS OF APR 30, 2025	AS OF APR 30, 2024 (PY)	CHANGE
ASSETS			
Current Assets			
Bank Accounts			
1000 TBK Operating Account	408,031	419,704	-11,673
1025 Bank of CO Money Market	140,761	941,817	-801,056
1040 Funds in Trust - Region 9	100,000		100,000
Total Bank Accounts	\$648,793	\$1,361,521	\$ -712,728
Accounts Receivable	\$7,893	\$18,000	\$ -10,107
Other Current Assets	\$746,130	\$1,026	\$745,104
Total Current Assets	\$1,402,815	\$1,380,547	\$22,268
Other Assets	\$350	\$350	\$0
TOTAL ASSETS	\$1,403,165	\$1,380,897	\$22,268
IABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	\$22,543	\$20,930	\$1,613
Other Current Liabilities			
2072 Accrued Expense - Loan Servicing	1,328		1,328
Total Other Current Liabilities	\$1,328	\$0	\$1,328
Total Current Liabilities	\$23,872	\$20,930	\$2,941
Total Liabilities	\$23,872	\$20,930	\$2,941
Equity			
2050 Beginning Net Assets	0	0	0
2053 Unrestricted Net Assets	239,212	222,265	16,947
2054 Reserved for Emergencies	9,290	6,576	2,714
2058 Restricted-Revolving Loan Fund	960,343		960,343
Net Income	170,447	1,131,125	-960,677
Total Equity	\$1,379,294	\$1,359,966	\$19,327
TOTAL LIABILITIES AND EQUITY	\$1,403,165	\$1,380,897	\$22,268

Note

Accounts Receivable is proceeds of 88 Summit tickets, less processing fees, sold through EventBrite and received on May 6.

Regional Housing Alliance of La Plata Co. Budget Performance YTD January - April, 2025

			YTD			
	Actual	E	Budget	% of Budget	Annual Budget	Notes
Income						
3000 Unrestricted Revenues						
3100 IGA Member Contribution Revenue						
3101 City of Durango	73,800		73,872	99.90%	73,872	
3102 La Plata County	140,819		140,819	100.00%	140,819	
3103 Town of Ignacio	4,617		4,617	100.00%	4,617	
3104 Town of Bayfield	11,543		11,543	100.00%	11,543	
Total 3100 IGA Member Contribution Revenue	\$ 230,779	\$	230,851	99.97%	\$ 230,851	All contributions received
3118 Interest Income - RLF	4,605		5,540	83.12%	16,625	
3121 Interest Income - Bank Accounts	1,058		128	826.53%	360	
	40.500		04.000		04.000	Exceeded budget by 14% including
3122 Sponsorship/Donation	16,500		21,000	78.57%		grants supporting Summit
3133 Fee For Service (Summit admissions)	 6,981		7,000	99.72%	7,000	
Total 3000 Unrestricted Revenues	\$ 259,923	\$	264,519	98.26%		
3001 Temp Restr Operating Revenues					0	
3090 Catalyst Revolving Loan Revenue	43					small last payout after close of DIDF accounts
	 43	•	0		\$ 0	•
Total 3001 Temp Restr Operating Revenues 3900 Grant Revenue	\$ 45	Þ	U		\$ 0	
3900 Grant Revenue						for Summit; grants & sponsorships
3930 Foundation and NPO Grants	7,500					exceeded goal by \$2981.00
Total 3900 Grant Revenue	\$ 7,500	\$	0			
Total Income	\$ 267,465	\$	264,519	101.11%	\$ 275,836	
Gross Profit	\$ 267,465	\$	264,519	101.11%	\$ 275,836	•
Expenses						
4015 Client Loan Expenses	658		792	83.08%	2,375	RLF fees due to Region 9 at payoff
4080 Liability Insurance	404		532	75.95%	1,600	
4119 Marketing/Outreach	580		26,000			
4121 Summit-Coordination	15,389					
4123 Summit-Facility	9,369					
4124 Summit-Speakers	3,000					

Regional Housing Alliance of La Plata Co. Budget Performance YTD

January - April, 2025

			YTD				
	Α	ctual	Budget	9	% of Budget	Annu	al Budget
4125 Summit-Supplies		1,207					
Total 4119 Marketing/Outreach	\$	29,544	\$ 26	6,000	113.63%	\$	26,000
4140 Office Expense		1,653		948	174.34%		2,520
4315 Professional Services							
4005 Prof Serv Audit Fees		2,900	3	3,000	96.67%		9,200
4322 Prof'l Services- Legal Fees		685	•	1,668	41.04%		5,000
4323 Prof'l Services- Website			•	1,668	0.00%		5,000
4394 Prof'l Services-Hsng Strategy		40,000	40	0,000	100.00%		120,000
4397 Prof'l Services - RHA Director		11,446	13	3,500	84.79%		40,000
4398 Prof'l Services - Admin Fee		7,973	7	7,972	100.02%		23,920
Total 4315 Professional Services	\$	63,004	\$ 67	7,808	92.92%	\$	203,120
4340 Rent		1,440	•	1,440	100.00%		4,320
4379 Training			2	2,000	0.00%		4,000
6240 Miscellaneous		315		348	90.52%		1,040
Total Expenses	\$	97,018	\$ 99	9,868	97.15%	\$	244,975
Net Operating Income	\$	170,447	\$ 164	4,651	103.52%	\$	30,861
Other Income							
5020 Grants - Inkind		45,785	54	4,000	84.79%		144,500
Total Other Income	\$	45,785	\$ 54	4,000	84.79%	\$	144,500
Other Expenses							
6020 Grant Project Exp - In Kind		45,785	54	4,000	84.79%		144,500
Total Other Expenses	\$	45,785	\$ 54	4,000	84.79%	\$	144,500
Net Other Income	\$	0	\$	0		\$	0
Net Income	\$	170,447	\$ 164	4,651	103.52%	\$	30,861

Tuesday, May 20, 2025 - Accrual Basis

Revenue & Expenses by Project

January - April, 2025

	CATALYST RLF	SUMMIT	UNRESTRICTED	TOTAL
Income				
3000 Unrestricted Revenues				\$0
3100 IGA Member Contribution Revenue			230,779	\$230,779
3118 Interest Income - RLF	4,605			\$4,605
3121 Interest Income - Bank Accounts	1,058			\$1,058
3122 Sponsorship/Donation		16,500		\$16,500
3133 Fee For Service		6,981		\$6,981
Total 3000 Unrestricted Revenues	5,663	23,481	230,779	\$259,923
3001 Temp Restr Operating Revenues	43			\$43
3900 Grant Revenue		7,500		\$7,500
Total Income	\$5,706	\$30,981	\$230,779	\$267,466
GROSS PROFIT	\$5,706	\$30,981	\$230,779	\$267,466
Expenses				
4015 Client Loan Expenses	658			\$658
4080 Liability Insurance			404	\$404
4119 Marketing/Outreach			580	\$580
4121 Summit-Coordination		15,389		\$15,389
4123 Summit-Facility		9,369		\$9,369
4124 Summit-Speakers		3,000		\$3,000
4125 Summit-Supplies		1,207		\$1,207
Total 4119 Marketing/Outreach		28,964	580	\$29,544
4140 Office Expense	10		1,643	\$1,653
4315 Professional Services				\$0
4005 Prof Serv Audit Fees			2,900	\$2,900
4322 Prof'l Services- Legal Fees			685	\$685
4394 Prof'l Services-Hsng Strategy			40,000	\$40,000
4397 Prof'l Services - RHA Director			11,446	\$11,446
4398 Prof'l Services - Admin Fee			7,973	\$7,973
Total 4315 Professional Services			63,004	\$63,004
4340 Rent			1,440	\$1,440
6240 Miscellaneous			315	\$315
Total Expenses	\$668	\$28,964	\$67,386	\$97,018
NET OPERATING INCOME	\$5,038	\$2,016	\$163,393	\$170,447
Other Income				
5020 Grants - Inkind			45,785	\$45,785
Total Other Income	\$0	\$0	\$45,785	\$45,785
Other Expenses				
6020 Grant Project Exp - In Kind			45,785	\$45,785
Total Other Expenses	\$0	\$0	\$45,785	\$45,785
NET OTHER INCOME	\$0	\$0	\$0	\$0
NET INCOME	\$5,038	\$2,016	\$163,393	\$170,447

Revenue & Expense Transaction Detail

April 2025

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT
Ordinary Inco	me/Expenses					
Income						
3000 Unres	stricted Revenues					
3118 Intere	est Income - RLF					
04/30/202	5 Journal Entry	25008		Catalyst RLF	mo interest accrued thru mo end Ignacio HA/Rock Creek loan	342.71
04/30/202	5 Journal Entry	25008		Catalyst RLF	mo interest accrued thru mo end Bayfield Haga loan	826.39
Total for 3	118 Interest Income -	RLF				\$1,169.10
3121 Intere	est Income - Bank Ad	counts				
04/30/202	5 Deposit			Catalyst RLF		343.93
Total for 3	121 Interest Income -	- Bank Accou	ints			\$343.93
3122 Spon	sorship/Donation					
-	5 Invoice	155	Enterprise Community Partners (c)	Summit	Sponsorship for 2nd Annual Southwest Colorado Housing Summit, April 2025	1,500.00
Total for 3	122 Sponsorship/Dor	nation				\$1,500.00
3133 Fee I	For Service					
04/30/202	5 Invoice	156	La Plata Econ Dev Alliance- cust	Summit	ticket sales - general	3,842.48
04/30/202	5 Invoice	156	La Plata Econ Dev Alliance- cust	Summit	ticket sales - 41 early bird	3,138.14
Total for 3	133 Fee For Service					\$6,980.62
Total for 30	00 Unrestricted Reve	enues				\$9,993.65
Total for Inc	ome					\$9,993.65
Expenses						
•	Loan Expenses					
	5 Journal Entry	25008		Catalyst RLF	mo accrued loan servicing fee to Region 9 Ignacio HA/Rock Creek Loan	48.96
04/30/2025	5 Journal Entry	25008		Catalyst	mo accrued loan servicing fee to Region 9 Bayfield Haga loan	118.06

Revenue & Expense Transaction Detail

April 2025

OATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT
				RLF		
Total for 401	5 Client Loan Exper	nses				\$167.02
4080 Liability	Insurance					
04/30/2025	Journal Entry	25009		Unrestricted	monthly liab insurance expense	101.02
Total for 408	O Liability Insurance					\$101.02
4119 Marketi	ng/Outreach					
4121 Summ	it-Coordination					
04/29/2025	Bill		Zacamolpa, Heleny	Summit	Interpreting services	600.00
04/29/2025	Bill	1846	Homes Fund Inc	Summit	50% share videography of Summit	800.00
04/29/2025	Bill	1906	LPEDA	Summit	LPEDA staff time	3,388.75
04/29/2025	Bill	1906	LPEDA	Summit	Soluvera hours	2,500.00
04/29/2025	Bill		Bizarro, Veronica Lisa R	Summit	Interpreting services	600.00
Total for 412	21 Summit-Coordina	ation				\$7,888.75
4123 Summ	it-Facility					
04/24/2025	Bill	200015076	Housing Colorado	Summit	support payment for April 28 networking event (pre-Summit)	400.00
04/29/2025	Bill	46717	Doubletree Hotel Durango	Summit	Catering and room usage for Housing Summit (and LPEDA paid \$2000 addtl as deposit)	6,968.90
04/29/2025	Bill	1906	LPEDA	Summit	deposit on event and catering paid by LPEDA	2,000.00
Total for 412	23 Summit-Facility					\$9,368.90
4124 Summ	it-Speakers					
04/29/2025	Bill		Gray, Matthew Nolan	Summit	50% Summit speaking fee - pmt 2	1,500.00
Total for 412	24 Summit-Speakers	S				\$1,500.00
4125 Summ	it-Supplies					
04/22/2025	Bill	54172	Fresh off the Press	Summit	Summit programs 150,12p each	538.65
04/29/2025	Bill	1906	LPEDA	Summit	misc small supplies-mints, nametags, roll of tickets	80.28
04/30/2025	Invoice	156	La Plata Econ Dev Alliance- cust	Summit	processing fees - EventBrite	587.82
Total for 412	25 Summit-Supplies					\$1,206.75
	9 Marketing/Outread	_ L				\$19,964.40

Revenue & Expense Transaction Detail April 2025

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT
4140 Office E	Expense					
04/01/2025	Check	bp	Durango Chamber of Commerce	Unrestricted	mo share triple net	85.00
04/30/2025	Journal Entry	25009		Unrestricted	monthly acctg software	89.10
Total for 4140	O Office Expense					\$174.10
4315 Profess	ional Services					
4322 Prof'l S	Services- Legal Fee	S				
04/01/2025	Bill	10469610	Butler Snow LLP	Unrestricted	March advising on ballot. issues re: future public revenue	364.50
Total for 432	22 Prof'l Services- L	egal Fees				\$364.50
4394 Prof'l S	Services-Hsng Strat	egy				
04/01/2025	Bill		LPEDA	Unrestricted	mo contract for 2025	10,000.00
Total for 439	4 Prof'l Services-H	sng Strategy				\$10,000.00
4397 Prof'l S	Services - RHA Dire	ctor				
04/30/2025	Bill	1904	LPEDA-Grant match	Unrestricted	DOLA capacity match Mar	2,802.25
Total for 439	7 Prof'l Services - I	RHA Director				\$2,802.25
4398 Prof'l S	Services - Admin Fe	e				
04/01/2025	Bill		LPEDA	Unrestricted	mo admin 2025	1,993.33
Total for 439	8 Prof'l Services - /	Admin Fee				\$1,993.33
Total for 431	5 Professional Serv	ices				\$15,160.08
4340 Rent						
04/01/2025	Check	bp	Durango Chamber of Commerce	Unrestricted	mo rent	360.00
Total for 4340	0 Rent					\$360.00
Total for Expe	enses					\$35,926.62
Net Ordinary In	come					\$ - 25,932.97
Other Income/E	xpense					
Other Income	-					
5020 Grants	- Inkind					

Revenue & Expense Transaction Detail April 2025

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT
04/30/2025	Bill	1904	LPEDA-Grant match	Unrestricted	DOLA grant rev	11,209.00
Total for 5020	O Grants - Inkind					\$11,209.00
Total for Othe	r Income					\$11,209.00
Other Expens	е					
6020 Grant P	roject Exp - In Kind	t				
04/30/2025	Bill	1904	LPEDA-Grant match	Unrestricted	DOLA grant exp	11,209.00
Total for 6020	O Grant Project Exp	- In Kind				\$11,209.00
Total for Othe	r Expense					\$11,209.00
Net Other Incom	ne					\$0.00
Net Income						\$ -
						25,932.97

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("the Agreement") dated March 1, 2025 is made between Economic Development Alliance a Colorado Nonprofit, ("Client") and HomesFund, a ("Contractor"), along with Client, the "Parties and each a "Party"), for the service period of **March 1, 2025-August 31, 2025**.

In consideration of the terms and conditions of this Agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- Scope of Work. Client hereby engages Contractor to perform the services ("Services") described in Schedule A, attached hereto, and made a part of this Agreement (the "Scope of Work".)
- 2. <u>Term.</u> This Agreement will begin on Commencement Date as stated in Scope of Work and shall continue until the earlier of (a) completion of Services, or (b) the Termination Date (if any) as stated in the Scope of Work (the "Term"). This agreement shall not automatically renew and both Parties must agree to any renewal terms.
- 3. Payment. Client will pay Contractor the fees for Services shown in the Scope of Work. Client agrees to reimburse Contractor for certain expenses associated with the Services, as set forth in the Scope of Work. Unless otherwise provided in the Scope of Work, all fees and expenses are payable within thirty (30) days of Client's receipt of an invoice from Contractor. Any amounts not paid after thirty (30) days after receipt of an invoice shall bear interest at a rate of 5% percent per annum. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties or charges imposed by any governmental entity on amounts payable by Client under this Agreement (excluding taxes imposed on Contractor's income, personnel or real or personal property).
- 4. <u>Independent Contractor.</u> Contractor is an independent contractor and not an employee of Client. Nothing in this Agreement creates any agency, partnership, joint venture, employment, or fiduciary relationship between the Parties. It is understood through this contract that Contractor shall provide specific services as outlined in Schedule A Scope of Work and should be in no way interpreted that Contractor is an employee of Economic Development Alliance.
- 5. <u>Client Obligations.</u> Client shall provide all cooperation and assistance Contractor reasonably requests to enable Contractor to exercise its rights or perform its obligations under this Agreement (including without limitation, providing access to Client's facilities, systems, materials or content, promptly providing consents, approvals and other communications, and payment of agreed upon expenses). Contractor may terminate this Agreement if Client fails to provide cooperation and assistance as described above and neglects to commence to cure the alleged failure within ten (10) days written notice of such failure.

6. Intellectual Property Rights.

- (a) Definitions. For purpose of this Agreement, the following terms have the following meanings: (i) "Background Intellectual Property" means all Intellectual Property Rights that were developed by Contractor or on Contractor's behalf prior to performance of, or independent of, this Agreement, or that are generally applicable to or useable by any of Contractor's other customers or for its business in general regardless of when developed. (ii) "Deliverables" mean any documentation, intellectual property and other deliverables, as they may be amended, modified or added to from time to time, that Contractor agrees to deliver to Client as part of the Services. Notwithstanding any other provision herein, the Deliverables do not include Background Intellectual Property. (iii) "Intellectual Property Rights" concepts, ideas, recommendations, methods, methodologies, procedures, processes, know-how and techniques, templates, programs, trademarks and service marks, trade secrets, copyrights, inventions, discoveries, and all other intellectual property rights and improvements in the foregoing, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (b) Ownership of Deliverables. If Contractor produces any Deliverables for Client as part of the Services, Client will be the sole and exclusive owner of all right, title and interest in and to all Deliverables, including all Intellectual Property Rights therein. Contractor will and hereby does assign, transfer, and otherwise convey to Client, in perpetuity, throughout the United States, all right, title and interest in and to such Deliverables. Any Deliverables prepared by Contractor pursuant to this Agreement which is eligible for United States copyright protection shall be a "work made for hire."
- (c) <u>License of Background Intellectual Property</u>. Contractor is and will remain the sole and exclusive owner of all Background Intellectual Property; provided, however, that for so long as Client is not in default under this Agreement, Contractor hereby grants to Client, a fully paid up, royalty-free, non-exclusive, non-assignable, non-transferable license to use the Background Intellectual Property solely for its own internal use and to the extent necessary to allow Client to use the Deliverables and receive the benefit of the Services as contemplated herein.
- 7. **Confidentiality.** Occasionally during the Term, a Party (the "<u>Disclosing Party</u>" may disclose to the other Party (the "<u>Receiving Party</u>") non-public, proprietary, and confidential information of Disclosing Party including, without limitation, information about business affairs, services, trade secrets and other sensitive or proprietary information (collectively, "<u>Confidential Information</u>"). Confidential Information shall not include information that: (a) is or becomes generally available to the public other than

because of Receiving Party's breach of this Agreement; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such their party was not prohibited from disclosing the Confidential Information; (c) was in Receiving Party's possession before Disclosing Party's disclosure; (d) was or is independently developed by Receiving Party using no Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Except as provided for in this Agreement, the Receiving Party will not disclose Confidential Information to anyone other than its employees and agents who need to know in connection with this Agreement. Each Party will use the Confidential Information solely for the purposes in this Agreement unless another use is allowed by written permission of the Disclosing Party, all Confidential Information, with any copies thereof, will be returned to the Disclosing Party or certified destroyed by the Receiving Party. In addition to all the other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party to prevent the breach or threatened breach of this Section and to secure its enforcement. Client agrees that Contractor may publicize the fact that Client is a client of Contractor.

- 8. <u>Limited Warranty.</u> Contractor warrants it shall perform the Services in a professional and workmanlike manner. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS SECTION 8, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CONTRACTOR DOES NOT GUARANTEE ANY RESULT OR THE EFFECTIVENESS OF THE SERVICES. ANY SERVICES AND WORK PRODUCT SOLD OR LICENSED ARE PROVIDED, "AS IS," AND ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT IS DISCLAIMED. Further, the Services are not a substitute for planner, or accountant if Client is in need of legal or financial advice. Client should communicate with its own attorney, financial planner, or accountant if Client is in need of legal or financial advice. Client is fully responsible for determining whether to implement or use any advice, recommendations or guidance provided by Contractor in connection with Services.
- 9. <u>Limitations of Liability</u>. CONTRACTOR IS NOT LIABLE TO CLIENT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONTRACTOR ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY,

INCLUDING WITHOUT, LIMITATION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

10. <u>Non-Exclusivity.</u> While the Client acknowledges that the Contractor may provide similar services to other clients, the Contractor agrees to prioritize the Client's project during the term of this Agreement and will not undertake any commitments that would interfere with its ability to meet the Scope of Work outlined herein. Both Parties agree to communicate promptly regarding any potential conflicts in availability.

11. Indemnification.

- (a) Client shall indemnify, hold harmless, and defend Contractor and its managers, officers, employees, agents, successors, and assigns (each, a "Contractor Indemnitee") against any and all losses, damages, liabilities, claims, actions, judgements, settlements, costs or expenses of whatever kind, including professional fees and reasonable attorneys' fees (collectively, "Losses"), that are incurred by any Contractor Indemnitee, arising out of any third-party claim alleging: (i) a material breach of any representation, warranty, or covenant under this Agreement by Client; (ii) an allegation that Contractor's use of any materials provided by Client in compliance with this Agreement infringes an Intellectual Property Right under the laws of the United States; or (iii) any grossly negligent or more culpable act or omission of Client in connection with the performance of its obligations under this Agreement.
- (b) Contractor shall indemnify, defend and hold harmless Client and its officers, managers, employees, agents, successors and assigns (each, a "Client Indemnitee") from and against any and all Losses incurred by any Client Indemnitee resulting from any third party claim (other than an affiliate of a Client Indemnitee resulting from any third party claim (other than an affiliate of a Client Indemnitee) arising out of or relating to: (i) a material breach of any representation, warranty, or covenant under this Agreement by Contractor; or (ii) any grossly negligent or more culpable act or omission of Contractor in connection with the performance of its obligations under this Agreement.
- 12. <u>Termination: Suspension</u>. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "<u>Defaulting Party</u>"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not promptly dismissed or vacated; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business; (h) this Agreement may be terminated by either Party, with or without cause, by providing at

least thirty (30) days written notice to the other Party if the Client or Contractor wants to terminate prior to completion of the Term or Statement of Work.

Notwithstanding the foregoing, Contractor may suspend any Services under this Agreement with immediate effect upon notice to Client, if Client fails to pay any amount when due and such failure continues for ten (10) days. This Agreement may be immediately terminated without prior notice if any act of fraud, dishonesty, or any other act of gross negligent, reckless or willful misconduct in providing the services to the Client or has engaged in any illegal activity. Upon termination, Client shall issue the Contractor any payments owed for work completed, however prorated to the date of termination, and the Contractor shall return to the Client all of the Client's property, correspondence and records (including copies of computer files), and the parties shall thereafter be relieved from further obligations under this Agreement, except for provisions concerning governing law and enforcement, indemnification, and shall maintain confidentiality of passwords, bank accounts, work-product, contracts and otherwise maintain confidentiality as per Client policies, which shall survive termination.

- 13. **Survival on Termination.** The rights and obligations of the Parties in this Agreement, which should survive termination or expiration of this Agreement (including, without limitations, Sections 3, 6-9, 11, 13, and 14), will survive any such termination or expiration of this Agreement.
- 14. <u>Notices.</u> Any notice or other communication under this Agreement must be in writing and will be deemed given (a) when delivered personally; (b) when sent by electronic communication (with confirmation of transmission); (c) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (d) when received, if sent by a nationally recognized overnight courier, signature required. All notices shall be sent to the person or address set forth on the signature page of this Agreement (or to such other person or address as a Party may designate by written notice to the other pursuant to this Section).
- 15. **Miscellaneous.** This Agreement contains the entire Agreement between the Parties, and supersedes all prior agreements or representations, written or oral, with respect to the subject matter hereof. If any part of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability does not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction. No amendment to this Agreement is effective unless it is in writing and signed by each Party. Notwithstanding anything in this Agreement to the contrary, no default, delay, or failure to perform on the part of either Party (except for any obligations to make payments to the other Party hereunder) shall be considered a breach of this Agreement if such default, delay, or failure to perform is shown to be due to causes beyond the reasonable control of the Party charged with the default, delay, or failure. No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right. No failure or delay in exercising any right, remedy, power, or privilege or in

enforcing any condition, or any act omission, or course of dealing between the Parties will be deemed a waiver or estoppel of any right, remedy or condition arising from this Agreement. This Agreement is entered into the State of Colorado and is governed by Colorado law. Venue for all court actions will be in the City of Durango in La Plata County, Colorado. This Agreement may be signed in counterparts, each of which is deemed an original, but which together are deemed one and the same Agreement. A signed copy of this Agreement delivered by email will have the same legal effect as delivery of an original signed copy. If any suit or other action is brought to construe or enforce this Agreement, the prevailing Party will be awarded reasonable attorneys' fees and court costs, besides all other relief to which such Party will be entitled.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above by their respective officers thereunto duly authorized.

CONTRACTOR

HomesFund

Pam Moore, Executive Director DATE

Address for Notice: 150 E. 9th St. Ste. 207 Durango, CO 81301

Email: pam@homesfund.org Phone: 970-259-1418 ext. 3

CLIENT

La Plata Economic Development Alliance

Sore Jalen 3.14.25

Sarah Tober, Executive Director

DATE

Address for Notice: 2301 Main Avenue

Durango, Colorado 81301 Email: sarah@yeslpc.com Phone: 970-259-1700 ext. 103

^{*}All contract amendments and notifications will be via email.

SCHEDULE A SCOPE OF WORK

HomesFund & LA PLATA ECONOMIC DEVELOPMENT ALLIANCE MARCH 1, 2025-AUGUST 31, 2025

Services.

HomesFund will provide contractor support services to the La Plata Economic Development Alliance, on behalf of the Regional Housing Alliance of La Plata County (RHA) and its four government partners, starting March 1, 2025 – August 31, 2025. This support will focus on fulfilling the required services for the RHA's DOLA Local Planning Capacity Grant related to a regional deed restriction program and resale controls.

As part of this work, there is a need to have a standardized deed restriction template for the RHA four governments; confirm administrative costs and capacity for administering the deed restriction program that complies with DOLA and DOH grants and that can be paired with first and second mortgage financing; and assistance in educating sellers/buyers of deed restricted units, education on resale controls and how it will be administered and how the deed restriction program will be implemented within La Plata County and across its four local government partners.

HomesFund will work collaboratively with the RHA Contract Director as needed, attending meetings and providing necessary documentation, including outside contracted legal counsel in conjunction.

Fees | HomesFund: \$135 hour

<u>Invoices</u> | Client agrees to pay the Contractor an hourly fee of \$135 for the services provided herein. Contractor will bill Client monthly invoices the first of each month during the term of the contract for each month the contract is in effect.

<u>Time Tracking and Reporting</u> | Contractor shall maintain detailed records of time spent on all tasks related to this Agreement. The Contractor will include a summary of time worked along with each monthly invoice. This time tracking is for the Client's review to ensure transparency, accuracy for grant, and the efficient allocation of Contractor resources.

<u>Scope and Budget Limits</u> | The Contractor will make reasonable efforts to perform the services within the time and resources allocated for each month. Should the required services exceed the budgeted hours or fall outside the agreed upon scope, the Contractor shall promptly notify the Client before proceeding with any additional work.

Contractor shall perform said services in its own way in the pursuit of independent calling and not as an employee, however under general direction of the RHA Contract Director. Contractor shall be 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, not employees, and shall perform as to the means and manner by which such result is to be accomplished.

enforcing any condition, or any act omission, or course of dealing between the Parties will be deemed a waiver or estoppel of any right, remedy or condition arising from this Agreement. This Agreement is entered into the State of Colorado and is governed by Colorado law. Venue for all court actions will be in the City of Durango in La Plata County, Colorado. This Agreement may be signed in counterparts, each of which is deemed an original, but which together are deemed one and the same Agreement. A signed copy of this Agreement delivered by email will have the same legal effect as delivery of an original signed copy. If any suit or other action is brought to construe or enforce this Agreement, the prevailing Party will be awarded reasonable attorneys' fees and court costs, besides all other relief to which such Party will be entitled.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above by their respective officers thereunto duly authorized.

CONTRACTOR

HomesFund

Pam Moore, Executive Director

DATE

Address for Notice: 150 E. 9th St. Ste. 207 Durango, CO 81301

Email: pam@homesfund.org Phone: 970-259-1418 ext. 3

CLIENT

La Plata Economic Development Alliance

Sarah Tober, Executive Director DATE

Address for Notice:
2301 Main Avenue
Durango, Colorado 81301
Email: sarah@yeslpc.com
Phone: 970-259-1700 ext. 103

*All contract amendments and notifications will be via email.



1919 14th St., Suite 700, Boulder, CO 80302 (720) 792-5133

March 14, 2025

CONFIDENTIAL

La Plata Economic Development Alliance Attn: Sarah Tober 2301 Main Ave Durango, CO 81301

Re: Engagement of New Communities Law PLLC

Dear Ms. Henson:

Thank you for engaging New Communities Law PLLC ("NCL") to provide legal services as follows:

Client: La Plata Economic Development Alliance ("Alliance")

Matter: advise the Alliance on affordable homeownership program

Matter Manager: Alex Gano

Our rates for this matter are:

Name	Position	Hourly Rate
Ben Doyle	Attorney	\$550
Alex Gano	Attorney	\$450
Elysha Lopez	Attorney	\$350
Khrys Meier	Attorney	\$350
Nicole Givens	Transaction Manager	\$250

Our engagement is governed by NCL's Terms of Business attached to this letter.

On behalf of NCL, we appreciate the opportunity to represent you in this matter.

Very truly yours,

Acknowledged and accepted:

La Plata Economic Development Alliance

Alex Gano, Manager

New Communities Law PLLC

By: Sarah Tober
Name: Sarah Tober

Title: Executive Director

NCL TERMS OF BUSINESS

Scope of Representation

NCL's representation is limited to the matter described above. If you wish to engage NCL in other matters, we may ask you to sign a separate agreement. Our engagement is not on a permanent basis. We will confirm our acceptance of any new matters after we complete our business intake process, which will include clearing conflicts and complying with any local regulatory rules and internal business acceptance policies.

To avoid any misunderstanding, NCL may serve as counsel for wholly owned subsidiaries of the Alliance for which we perform services, but NCL has not been asked to act as counsel for any other entities or individuals employed by the Alliance.

Fees and Billing

We will submit a monthly bill to you. You may request an update on billing at any time by contacting your Matter Manager or our firm administrator at oPice@newcommunitieslaw.com. You are responsible for paying all fees and expenses regardless of the matter's outcome. Our billing statements are due and payable upon presentation and are overdue if not paid by the statement's due date. Our fees are calculated based on the amount of time spent on each matter and the level of experience of those involved. We bill in six-minute increments. Please raise any questions or concerns as soon as possible after you receive the statement.

Our hourly rates are reviewed on an annual basis. Any rate increases go into ePect on January 1. We will notify you of any change in our hourly rates.

We may incur expenses on your behalf for certain costs, including recording fees, courier or shipping services, entity searches, and travel, all of which we will bill to you. For costs provided by a third-party vendor, we will pass through to you only the actual costs billed by such vendor to NCL. Expenses incurred on your behalf will be itemized separately on our statement or forwarded directly to you for payment. Expenses may not be current at the time of your statement. Remaining expenses, if any, will be billed later. We will not charge for electronic legal research, printing, scanning, or copies without first obtaining your permission.

If you fail to pay our statements in full on or before the due date, we may assess a monthly service charge of one percent of all fees and expenses past due. If we pursue legal action to collect any late payment, you shall pay for all collection costs. We will maintain a lien on the Alliance's files in our possession until we have received payment in full on all amounts due.

Deposit

We do not require a retainer for this matter.

Responsibilities of NCL and the Alliance

Our attorney-client relationship is one of mutual trust and confidence. We will keep you apprised of developments and will consult with you to ensure the timely, effective, and efficient completion of our work.

NCL's role is limited to advising the Alliance on the legal issues raised by your instructions. We base our advice and documentation on our interpretation of the law and practice at the time we perform the work. We have no duty to review or update our advice to reflect any later changes in the law or practice. Once a matter ends, we will not remind you about future deadlines or obligations unless you specifically request that we do so.

Conflicts of Interest

Some of our present or future clients may become adverse to the Alliance while we represent the Alliance. If you are aware, or become aware, of a possible conflict, please notify us immediately.

Conflict Waiver

By signing this letter, the Alliance acknowledges NCL currently represents Fading West Development, Volunteers of America, and the City of Durango with respect to unrelated matters in La Plata County. We believe the issues likely to arise in the work that you have asked us to perform appear unrelated to our representation of Fading West Development, Volunteers of America, and the City of Durango. However, since Fading West Development, Volunteers of America, and the City of Durango are current clients, any work we perform for you that is adverse to Fading West Development, Volunteers of America, or the City of Durango would create a conflict of interest. By signing this letter, the Alliance acknowledges that we informed you of our representation of Fading West Development, Volunteers of America, and the City of Durango, and you have agreed to waive this conflict of interest.

The Colorado Rules of Professional Conduct require that we represent all our clients with diligence and protect and maintain their confidence. Accordingly, we will not disclose or use any information that we may have acquired about Fading West Development, Volunteers of America, or the City of Durango to you. Similarly, we will not disclose to Fading West Development, Volunteers of America, or the City of Durango any confidential information that we acquire about you because of our representation of you. The conflict waiver merely allows us to represent the Alliance in this matter. We do not believe that our obligations of loyalty and confidentiality to Fading West Development, Volunteers of America, and the City of Durango will impair our ability to represent you in this matter.

Although we are asking you to waive this conflict of interest so that we can represent you in this matter, you are not obligated to do so. We will answer any further questions that you may have. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether you should sign this conflict waiver.

Other issues may arise relating to legal ethics or our duties under the professional conduct rules. We believe that it is in our clients' interest, as well as NCL's, that when legal ethics or related issues arise, we obtain expert analysis of our obligations. Accordingly, you agree that if we determine that we need or desire to consult with outside counsel, we have your consent to do so, and our continued representation of you in such situations does not waive any attorney-client privilege that NCL may have to protect the confidentiality of our communications with our counsel.

Professional Liability Insurance

NCL maintains errors and omissions insurance coverage applicable to the services it renders.

Electronic Data Communication and Storage

We may communicate with you or others by e-mail, send data over the internet, store electronic data via software applications hosted remotely, allow access to data through third-party vendors' secured portals, or use other software, tools, or platforms to provide our services including cloud services, electronic signature platforms, data rooms, data transfer tools, and artificial intelligence. Electronic data that is confidential to your matter may be transmitted or stored using these methods. We will use reasonable efforts to keep data secure in accordance with our obligations under applicable laws and the Colorado Rules of Professional Conduct. However, we have no control over the unauthorized breach of data once it has been sent. You consent to our use of these electronic devices and applications and submission of confidential information to third-party service providers and acknowledge that NCL will not be responsible for any resulting data breach or loss.

Confidentiality and Privilege

Communications between lawyer and client are generally privileged. If we receive a request for information about your matter, we will take steps to assert privilege. However, we may be compelled to disclose information by an order from a judicial or public authority. If we are compelled to provide information, we will act in accordance with applicable laws, regulations, and ethics rules.

You should share privileged communications only with people in or outside of your organization that need to know the information subject to suitable safeguards. For specific advice about this subject, please contact your Matter Manager.

Subject to applicable data privacy laws and our duty of confidentiality, we may disclose that we have a relationship with you to obtain conflict waivers from other clients or otherwise manage client sensitivities, for conflict searches with external counsel, and for general marketing purposes.

We may also disclose any privileged or confidential documents to your staff and other professional advisers whom you identify to us or whom we reasonably believe to be involved in the matter, to third parties who help us with legal, administrative, financial, information technology, and other services, to our auditors or other professional advisers, to agents instructed to collect unpaid charges, and to our insurers in order to comply with insurance obligations.

You agree that you will treat personal and confidential information that you receive from us as confidential and in accordance with applicable data privacy laws.

Termination

You may terminate our engagement with or without cause at any time by notifying us in writing of your desire to do so. Upon receipt of the notice, we will immediately cease legal work on your behalf. Termination of our services will not affect your responsibility to pay for services rendered, expenses incurred on your behalf, and for any further work required to facilitate an orderly handover of matters.

We may suspend our work or terminate our engagement for any of the reasons permitted under the Colorado Rules of Professional Conduct, including where a legal conflict of interests arises, if you fail to promptly pay our invoices, for misrepresentation or failure to disclose material facts, for action taken contrary to our advice, or any other conduct or situation that, in our judgment, impairs an effective attorney-client relationship or presents conflicts with our professional responsibilities.

We will give you reasonable notice if we intend to suspend our work or stop acting for you unless prevented from doing so by reasons outside of our control.

NCL may close any matter if we have not worked on the matter in the previous six months. If the matter is the final work you have requested of us, our attorney-client relationship will cease without further notice. If there are no active matters in which NCL represents you, you will be considered a former client rather than a current client.

File Retention and Destruction

We reserve the right to keep a full copy of your files for legal, regulatory, and professional reasons. Generally, we will keep client files for a period of five years after a matter has been closed by us, after which we may securely destroy or delete them unless you notify us in writing that you wish to take possession of them.

Choice of Law

The relationship between you and NCL, including the validity, construction, and enforceability of this engagement letter, will be governed by the law and professional conduct rules of Colorado, without regard to conflicts of laws principles.

Review of Agreement

You have a right to have this agreement reviewed by another attorney before signing it.



March 11, 2025 **REVISED**

Regional Housing Alliance of La Plata County Attn: Eva Henson 2301 Main Ave Durango, CO 81301

Dear Ms. Henson:

We are pleased to present you with this fee estimate for advising RHA on the deed restriction program administered by HomesFund.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Alex Gano, Attorney

New Communities Law PLLC

Fee Estimate

We propose to staff this project with Alex Gano and Khrys Meier. Our transaction manager Nicole Givens may assist with document drafting and clerical tasks.

The fee estimate consists of the components described below. The Estimated Cost column indicates our good faith estimate of the cost of each component based on the scope of work you provided to us and our experience with similar programs and is subject to assumptions below. The estimate is not a fixed fee. We will bill at our hourly rates in accordance with our engagement letter. However, we will not exceed the \$25,000 estimate without your approval.

AC1	IVITY CATEGORIES	Estimated Cost
Pha	se 1	
	Review and respond to questions posed by HomeFunds. Advise client on terms of current deed restrictions, including transfers, devises, hardships, buy-backs, capital improvements, and employer housing for deed restricted units.	\$5,000
Pha	se 2	
	Review and revise current deed restriction form.	
	Review and revise program guidelines.	
	Assist client with developing standard procedures for unit sales.	
	Advise client on potential funding strategies.	\$20,000
	Assist client with developing standard procedures for enforcement.	
	Advise client on fair housing issues.	
	Review and revise existing deed restrictions.	
	Estimate	\$25,000



March 26, 2025

BY EMAIL

La Plata Economic Development Alliance On behalf of: Regional Housing Authority of La Plata County 2301 Main Avenue P.O. Box 2445 Durango, Colorado 81301

Attention: Sarah Tober, LPEDA Executive Director

Dear Ms. Tober:

We are pleased to confirm our engagement as counsel to the La Plata County Regional Housing Authority (the "Authority") in connection with public finance advice, elections and TABOR issues described below. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the Authority in connection with this engagement.

<u>Personnel.</u> Kim Crawford and Dalton Kelley will be principally responsible for the work performed by Butler Snow LLP ("Butler Snow") on your behalf in connection with this engagement. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Kim will coordinate, review, and approve all work completed for the Authority.

Scope of Responsibilities. We understand our employment will include those matters requested by you and will likely include providing the Authority legal advice in a variety of areas including those related to public finance, elections, including the drafting of required ballot questions, coordinating with various governmental entities with respect to the election, and compliance with TABOR (Article X, Section 20 of the Colorado Constitution). Our services do not include financial advice to the Authority. Our services as special counsel to the Authority are limited to those contracted for explicitly herein and the execution of this letter by the Authority constitutes an acknowledgment of those limitations.

Attorney-Client Relationship. In performing our services hereunder, the Authority will be our client and an attorney-client relationship will exist between us. We will represent the interests of the Authority rather than its Board of Directors, its individual members, or the Authority's employees. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

<u>Conflicts of Interest</u>. Before accepting any new business, the Colorado Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the Authority. We have completed a conflicts check within our firm and have found no current conflict between the Authority and our existing clients.

Fee Arrangement. Butler Snow will invoice the Authority each month for our work based upon the time we spend on this matter and the discounted hourly rates set forth below. Butler Snow's rates for the work by its attorneys and legal assistants vary based on the experience and expertise of the individuals involved. Typically, we adjust these rates at year-end to reflect changing economic conditions. If the firm increases rates during this engagement, we will provide written notice of those changes. The Rules require that the basis or rate of legal fees be communicated to the client in writing. The hourly rates for our lawyers who may work on this matter are set forth below:

Attorney	Billing Rate	Discounted Rate		
Kim Crawford	\$780.00	\$665.00		
Dalton Kelley	\$475.00	\$405.00		

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the Authority, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

Notwithstanding the above, our fee will be capped at \$6,500 for general finance advice and \$7,500 for election matters for this engagement unless we receive prior written approval from the Authority.

<u>Document Retention</u>. Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain **only** the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy

then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit A and incorporated herein by reference.

<u>Termination of Engagement</u>. This engagement may be terminated upon 30 days' prior notice by the Authority or by Butler Snow to the other party, and the attorney-client relationship created by this engagement letter will be concluded. Should the Authority seek additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

<u>Approval</u>. If the other foregoing terms of this engagement are acceptable to you, please so indicate by having the appropriate individual execute a copy of this letter for the Authority and then return an executed copy to me.

We are pleased to have the opportunity to serve as your special counsel and look forward to a mutually satisfactory and beneficial relationship. We are deeply committed to the proposition that our clients must be satisfied with the quality of our services as well as the amount of our charges. Our effectiveness and your best interest are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal

issues on which we are working, but also as to the attorney-client relationship itself. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

BUTLER SNOW LLP

By: Simberly Crawford

ACCEPTED AND APPROVED:

LA PLATA ECONOMIC DEVELOPMENT ALLIANCE

By: Sorob John

Title: LPEDA Executive Director

Date: April 29, 2025

KKC/jw Enclosure

EXHIBIT A

NOTICE TO CLIENTS OF BUTLER SNOW'S RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

92929965.v2



Jason Simmons

Senior Managing Director Public Finance

April , 2025

Ms. Sarah Tober
Executive Director
La Plata Economic Development Alliance
On behalf of: Regional Housing Authority of La Plata County
2301 Main Avenue
P.O. Box 2445
Durango, Colorado 81301

Dear Ms. Tober:

On behalf of Hilltop Securities Inc. ("Hilltop Securities"), we appreciate the opportunity to serve as Municipal Advisor to the Regional Housing Authority of La Plata County (the "Issuer" or the "Authority"). This letter will confirm the basic terms of our engagement and is dated, and shall be effective as of, the date executed by the Authority as set forth on the signature page hereof (the "Effective Date").

Hilltop Securities will serve as Municipal Advisor to the Authority. In this capacity, based on our professional experience and the information made available to us by the Authority, Hilltop Securities will:

- Provide consulting services related to the evaluation of available revenues of the Authority for a potential ballot question based on legal information provided by Butler Snow LLP and readily available data;
- Participate in Authority Board Meetings as needed;
- Assist the Authority with the evaluation of long-term financing options for identified projects upon request;
- Execute the financing plan to obtain funding for Authority projects; and
- Other consulting services as needed.

A full list of the Municipal Advisory Scope of Services is outlined in Appendix A.

The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant the language below, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Termination Date"). This Agreement may be terminated with or without cause by the Authority or Hilltop Securities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due Hilltop Securities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

In consideration of providing the requested services, Hilltop Securities shall receive fees as outlined in Appendix B. In any event regardless of the cause of action, Hilltop Securities' total liability (including loss and expense) to the Authority in the aggregate shall not exceed the gross amount of fees received by Hilltop Securities pursuant to this letter agreement. The limitations of liability set

forth in this letter agreement are fundamental elements of the basis of the bargain between Hilltop Securities and the Authority, and the pricing of the services set forth above reflect such limitations. This letter agreement shall be constrained and given effect on accord with the laws of the State of Colorado.

Hilltop Securities is providing its Municipal Advisor Disclosure Statement in Appendix C (the "Disclosure Statement"), current as of the date of this Agreement, setting forth disclosures by Hilltop Securities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how Hilltop Securities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop Securities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning a copy via email.

Sincerely,

Jason Simmons Senior Managing Director

La Plata Economic Development Alliance Agreed and Accepted:

By: Sord Jalen	Title: Executive Director
Name: Sarah Tober	Date: April 29, 2025

APPENDIX A MUNICIPAL ADVISORY SCOPE OF SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement with the understanding that:

- 1. Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.
- 2. For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.
- I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

- 1. Survey and Analysis. Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.
- 2. **Future Financings**. In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.
- 3. **Recommendations**. Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.
- 4. *Market Information*. Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

Debt Management and Financial Implementation for New Issuance

- 1. *Method of Sale*. Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
 - a) If the Debt Instruments are to be executed as a direct bank loan with a commercial lender, HilltopSecurities will:
 - 1. Assist in the development and distribution of an RFP to commercial banking institutions; and
 - 2. Assist in the review, evaluation, and selection of a lender.
 - b) If the issuance is to be sold by a competitive sale:
 - 1. Coordinating the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification.
 - 2. Supervising the sale of the municipal securities;
 - 3. Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - 4. Assisting the staff of the Issuer in coordinating the receipt of bids and the tabulation and comparison of submitted bids;
 - 5. Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - 6. Obtaining CUSIP numbers on behalf of the Issuer.
 - c) If the issuance is to be sold by negotiated sale:
 - 1. Assisting the issuer with an RFP process to select one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, if necessary;
 - 2. Cooperating with and assisting any selected sole or managing underwriter and its counsel, in the review of a bond purchase contract, an underwriters' agreement and other related documents;
 - 3. Providing a cost comparison to the then-current market of underwriters discount, expenses, interest rates and prices which are proposed by the underwriters;
 - 4. Advising the Issuer on the fairness of the price offered by the underwriters;
 - 5. Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

- 6. If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and
- 7. At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.
- d) If the Debt Instruments are to be executed as a direct loan with the Colorado Water Resources and Power Development Authority or the Colorado Water Conservation Board, HilltopSecurities will:
 - i. Assist in the application process; and
 - ii. Assist in the development and execution of loan documents.
- 2. **Bond Counsel**. Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
- 3. *Offering Documents*. Coordinate Disclosure or Underwriter's Counsel, as applicable to prepare any Official Statement as needed and such other documents as may be required and submit all such documents to the Issuer for examination, approval, and certification.
- 4. *Credit Ratings*. Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.
- 5. *Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants*. Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance.
- 6. *Financial Publications*. When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.
- 7. **Consultants**. After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.
- 8. *Auditors*. In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.
- 9. **Issuer Meetings**. Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
- 10. **Printing**. To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.

- 11. **Delivery of the Municipal Securities**. As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
- 12. **Debt Service Schedule**. After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance.
- 13. *Continuing Disclosure*. Providing guidance to the Issuer with regard to its continuing disclosure undertakings for its new issuances in coordination with Disclosure Counsel.
- **II.** Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:
 - 1. *Exercising Calls*. Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
 - 2. Refundings and Tender Offers. Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above.
 - 3. *Continuing Disclosure*. Providing guidance in coordination with Disclosure Counsel to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.
- III. <u>Particularized Services on Outstanding Issuances of Municipal Securities</u>. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:
 - 1. *Other Post-Sale Services*. Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.
 - 2. **Brokerage of Municipal Escrow Investments.** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding

issuance, together with any recommendations by HilltopSecurities (but not by HilltopSecurities Asset Management, LLC as an investment adviser) with respect to such brokerage.

- IV. <u>Services as Independent Registered Municipal Advisor ("IRMA")</u>. At the written request of the Issuer, HilltopSecurities shall, as the Issuer's IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.
- V. Other Consulting Services. HilltopSecurities, will provide consulting services to the Issuer which will include the development of a financial plan for on-going operation and maintenance expenses and future debt service.

HilltopSecurities agrees to make available to the Issuer other consulting services, when so requested by the Issuer and subject to a separate task order agreement by Issuer and HilltopSecurities regarding the specific requirements and scope of services with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum

* * * * *

Amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services.

Retainer Fee Consulting Services. In connection with the services described in Section V of Appendix A hereto HilltopSecurities proposes to be compensated on an hourly basis based on the hourly rates as follows.

Senior Managing Director	\$500
Senior Vice President	\$450
Vice President	\$400
Assistant Vice President	\$350
Analyst/Associate	\$300

Notwithstanding the above, HilltopSecurities' fee as it relates to Section V of Appendix A hereto shall be capped at \$7,000 unless prior written approval from the Authority is provided.

<u>Transaction Fee Guidelines.</u> The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each individual issuance of municipal securities, bank loan, or private placement will not exceed those contained in our fee schedule as listed below:

For issuances of publicly offered securities through a negotiated or competitive sale, HilltopSecurities proposes a fee of \$1.50 per \$1,000 of par, with a minimum fee of \$45,000 and a maximum fee of \$75,000. For bank loan or private placement transactions the fee will be \$40,000.

The payment of charges for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Sections II, III, and IV of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement ("Conflict Disclosures") is provided by **Hilltop Securities Inc.** ("the Firm") to you (the "Client") in connection with our current municipal advisory agreement, ("the Agreement"). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations — As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk though investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

- **PlainsCapital Bank Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.
- III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.
- IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.
- V. <u>Broker-Dealer and Investment Advisory Business</u>. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other

clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. <u>Compensation-Based Conflicts</u>. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

VII. Additional Conflicts Disclosures.

The Firm has not identified any additional potential or actual material conflicts of interest that require disclosure on behalf of the Firm.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- **I.** <u>Material Legal or Disciplinary Event</u>. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:
 - For related disciplinary actions please refer to the Firm's BrokerCheck webpage.
 - The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.

- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by Broker Check at http://brokercheck.finra.org/, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov/. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C - MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

- 1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
- 2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
- 3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version MA Client Brochure

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Regional Housing Alliance of La Plata County

Financial Statements

Year Ended December 31, 2024

Regional Housing Alliance of La Plata County

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Independent Auditor's Report

To the Board of Directors of Regional Housing Alliance of La Plata County Durango, CO

Opinion

We have audited the accompanying financial statements of Regional Housing Alliance of La Plata County, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Regional Housing Alliance of La Plata County's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Regional Housing Alliance of La Plata County, as of December 31, 2024, and the respective changes in the financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Regional Housing Alliance of La Plata County, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The Regional Housing Alliance of La Plata County financial statements for the year ended December 31, 2023, were audited by another auditing firm, who expressed an unmodified opinion on those statements on May 9, 2024.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Regional Housing Alliance of La Plata County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
 are appropriate in the circumstances, but not for the purpose of expressing an opinion on the
 effectiveness of the Regional Housing Alliance of La Plata County's internal control. Accordingly, no such
 opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Regional Housing Alliance of La Plata County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

MBE CPAs, LLP Durango, CO July 02, 2025

Management's Discussion and Analysis (Unaudited) December 31, 2024

As fiscal managers of the Regional Housing Alliance of La Plata County (the "RHA"), the following information offers readers of the RHA's financial statements this narrative overview and analysis of the financial activities of the RHA for the fiscal year ended December 31, 2024. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our basic financial statements to better understand the financial position of the RHA.

Financial Highlights

- Between 2018 and 2022, Regional Housing Alliance was in dormant status. All employees and assets, except for the Energy Impact Assistance Fund loans and cash, were transferred to HomesFund (formerly La Plata Homes Fund, Inc.). The HomesFund provided homebuyer assistance program (education, counseling, down payment assistance) to the 5-county southwest Colorado region. In late 2022, RHA began more active involvement in housing strategy and collaboration in partnership with the La Plata Economic Development Alliance. The Intergovernmental Agreement with local municipalities was re-initiated beginning for 2023.
- As of December 31, 2024, the RHA held \$835,000 in Notes Receivable. It did not hold any mortgage receivables. It received a \$960,343 donation in 2024 to fund a new Revolving Loan Fund, providing short-term loans for affordable housing projects.
- As of December 31, 2024, the RHA held \$286,925 in cash. Of this amount, \$25,343 is restricted to the Revolving Loan fund.

Overview of the Financial Statements

The financial statements of the RHA are presented as a special purpose government engaged only in business-type activities.

The Statement of Net Position presents information on the RHA's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the RHA is improving or deteriorating. Nonfinancial factors should also be considered to assess the overall position of the RHA.

The Statement of Revenues, Expenses and Changes in Net Position reports the changes that have occurred during the year to the RHA's net position. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods.

The Statement of Cash Flows reports the RHA's cash flows from operating, noncapital financing, capital and investing activities.

Financial Summary and Analysis

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements.

Condensed Statement of Net Position

	2024		2023	
Current and other assets	\$	1,231,519	\$	234,349
Total assets		1,231,519		234,349
Current liabilities		22,672		5,507
Total liabilities		22,672	_	5,507
Net position		105.040	()
Restricted for revolving loan facility		125,343		-
Restricted for emergencies Unrestricted		10,886 1,072,618		6,576
Total net position	-	1,208,847		222,266 228,842
				220,042
Total liabilities and net position	\$	1,231,519	\$	234,349
Condensed Statement of Activities	1	2024		2023
Program revenue),			
Member contributions	\$	261,600	\$	225,000
Grants and donations		1,038,530		-
Sponsorship and fee income		23,741		-
Interest income		19,020		
Total Revenue		1,342,891		225,000
Program expenses		362,886		219,213
Change in net position		980,005		5,787
Net position – beginning		228,842		223,055
Net position – ending	\$	1,208,847	\$	228,842

Revenues

From 2018 through 2021 the RHA was primarily dormant and received minimal revenue, the only source being interest on bank accounts. Intergovernmental Agreements began again in 2023. In 2024, the RHA received \$261,600 in contributions from La Plata County, the City of Durango, the Town of Bayfield, and the Town of Ignacio. It received a \$960,343 donation in 2024 to fund a new Revolving Loan Fund, providing short-term loans for affordable housing projects. The donated funds were provided by the Durango Industrial Development Foundation that dissolved in 2024 to serve as principal for the new Revolving Loan Fund. A \$24,970 grant was received from the Colorado Housing Finance and Finance Authority to fund a housing needs assessment.

Expenditures

The RHA's major expenditures in 2024 were (1) professional fees paid to La Plata Economic Development Alliance for administrative management and housing strategy planning, (2) professional fees paid to Root Policy Research for a Housing Needs Assessment, and (3) facility and speaker expenses for a regional Housing Summit hosted in April 2024. The RHA did not have any employees during 2024.

Budgetary Highlights

The RHA prepares its budget on the modified accrual basis of accounting to recognize the fiscal impact of capital outlay, in addition to operating and non-operating revenue and contributions.

- Actual operating revenues in 2024 were \$22,101 more than budgeted, primarily due to grant funds received.
- Actual operating expenses, on the budgetary basis, were more than budgeted by \$18,182.

Requests for Information

This financial report is designed to give its readers a general overview of the RHA's finances. Questions regarding any information contained in this report or requests for additional financial information should be addressed to: The La Plata County Economic Development Alliance, 2301 Main Avenue, Durango, CO 81301, or 970-259-1700.

Regional Housing Alliance of La Plata County Statement of Net Position As of December 31, 2024

Assets		
Current Assets		
Cash and cash equivalents	\$	261,583
Restricted cash	Ψ	25,343
Accounts receivables		100,000
Restricted accounts receivables		7,492
Notes receivables		835,000
Prepaid expenses		1,751
Total Current Assets		1,231,169
Total Current Assets		1,231,109
Noncurrent Assets		
Other assets		350
Total Noncurrent Assets		350
Total Assets	\$	1,231,519
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	\$	22,002
Accrued expenses		670
Total Current Liabilities		22,672
Total Liabilities		22,672
Net Position		
Restricted		105.010
Revolving loan fund		125,343
Declared emergencies		10,886
Unrestricted		1,072,618
Total Net Position		1,208,847
Total Net 1 oshloll		1,200,047
Total Liabilities and Net Position	\$	1,231,519

Regional Housing Alliance of La Plata County Statement of Revenues, Expenses and Changes in Net Position For the Year Ended December 31, 2024

Member contributions \$ 261,600 Grants income 78,187 Donations 960,343 Sponsorship and fee income 23,741 Interest revenue 4,692 Total Operating Revenues 1,328,563 Operating Expenses 66,521 Grant expense 66,521 Marketing expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842 Net Position - End of Year \$ 1,208,847	Operating Revenues		
Grants income 78,187 Donations 960,343 Sponsorship and fee income 23,741 Interest revenue 4,692 Total Operating Revenues 1,328,563 Operating Expenses 66,521 Grant expense 66,521 Marketing expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	•	\$	261,600
Donations 960,343 Sponsorship and fee income 23,741 Interest revenue 4,692 Total Operating Revenues 1,328,563 Operating Expenses 8 Grant expense 66,521 Marketing expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	Grants income	·	•
Interest revenue 4,692 Total Operating Revenues 1,328,563 Operating Expenses 66,521 Grant expense 66,521 Marketing expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	Donations		•
Interest revenue 4,692 Total Operating Revenues 1,328,563 Operating Expenses 66,521 Grant expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	Sponsorship and fee income		23,741
Operating Expenses Grant expense 66,521 Marketing expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	·		4,692
Grant expense 66,521 Marketing expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Interest income 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	Total Operating Revenues		1,328,563
Grant expense 66,521 Marketing expense 14,863 Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Interest income 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842			
Marketing expense Office and administrative Professional fees Rent and utilities Total Operating Expenses Operating Income (Loss) Non-Operating Revenues (Expenses) Interest income Total Non-Operating Revenues (Expenses) Change in Net Position Net Position - Beginning of Year 14,863 8,177 8,177 268,571 4,754 4,754 7,754	. •		00 504
Office and administrative 8,177 Professional fees 268,571 Rent and utilities 4,754 Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	•		•
Professional fees Rent and utilities Total Operating Expenses Operating Income (Loss) Non-Operating Revenues (Expenses) Interest income Total Non-Operating Revenues (Expenses) Interest income Total Non-Operating Revenues (Expenses) Change in Net Position Net Position - Beginning of Year 268,571 4,754 4,754 362,886 965,677 14,328 228,842	- ·		
Rent and utilities Total Operating Expenses Operating Income (Loss) Non-Operating Revenues (Expenses) Interest income Total Non-Operating Revenues (Expenses) Change in Net Position Net Position - Beginning of Year 4,754 362,886 965,677 14,328 14,328 228,842			
Total Operating Expenses 362,886 Operating Income (Loss) 965,677 Non-Operating Revenues (Expenses) 14,328 Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842	. 10,000,000		
Operating Income (Loss) Non-Operating Revenues (Expenses) Interest income Total Non-Operating Revenues (Expenses) Change in Net Position Net Position - Beginning of Year 965,677 14,328 14,328 228,842		<u> </u>	
Non-Operating Revenues (Expenses) Interest income Total Non-Operating Revenues (Expenses) Change in Net Position 980,005 Net Position - Beginning of Year 228,842	Total Operating Expenses	~	362,886
Interest income Total Non-Operating Revenues (Expenses) Change in Net Position Net Position - Beginning of Year 14,328 14,328 980,005 Net Position - Beginning of Year	Operating Income (Loss)		965,677
Interest income Total Non-Operating Revenues (Expenses) Change in Net Position Net Position - Beginning of Year 14,328 14,328 980,005 Net Position - Beginning of Year	Non-Operating Revenues (Expenses)		
Total Non-Operating Revenues (Expenses) 14,328 Change in Net Position 980,005 Net Position - Beginning of Year 228,842			14 328
Change in Net Position 980,005 Net Position - Beginning of Year 228,842	mile set meeting		
Net Position - Beginning of Year 228,842	Total non-spotating notonias (Exponess)		11,020
	Change in Net Position		980,005
Net Position - End of Year \$ 1,208,847	Net Position - Beginning of Year		228,842
	Net Position - End of Year	\$	1,208,847

Regional Housing Alliance of La Plata County Statement of Cash Flows

For the Year Ended December 31, 2024

Cash Flows From Operating Activities: Cash receipts from customers and users Payments to suppliers and others Net Cash Provided by (Used in) Operating Activities	400,399 (346,752) 53,647
Net Increase (Decrease) in Cash and Cash Equivalents	53,647
Cash and Cash Equivalents - Beginning of Year	233,279
Cash and Cash Equivalents - End of Year	\$ 286,926
Reconciliation of Net Income and Net Cash Provided by Operating Activities:	6
Change in net position Add (deduct) items not affecting cash: (Increase) decrease in accounts receivable (Increase) decrease in restricted accounts receivable (Increase) decrease in notes receivable (Increase) decrease in prepaid expense Increase (decrease) in accounts payable Increase (decrease) in accrued expenses Total Changes from items not affecting cash: Net Cash Provided by Operating Activities	\$ 980,005 (100,000) (7,492) (835,000) (1,031) 16,495 670 (926,358) \$ 53,647
OPA	

Regional Housing Alliance of La Plata County Notes to the Financial Statements December 31, 2024

Note A - Summary of Significant Accounting Policies

The Regional Housing Alliance of La Plata County (the Authority) is a multi-jurisdictional housing authority governed pursuant to provisions of the Colorado Revised Statutes Section 29-1-204.5. The Authority was created on April 14, 2004, pursuant to an intergovernmental agreement by and among the Board of County Commissioners of La Plata County, Colorado; the City of Durango, Colorado; the Town of Ignacio, Colorado; and the Town of Bayfield, Colorado. The Authority was established to facilitate the planning, financing, acquisition, construction, management and operation of housing projects or programs pursuant to a multi-jurisdictional plan to provide affordable dwelling accommodations to the communities within the jurisdiction of the Authority.

As part of this master agreement, the Authority provided staffing and administrative contract services to HomesFund for 2016. Beginning January 1, 2017, HomesFund provided staffing and administrative contract services to the Authority. The master agreement terminated July 1, 2017. All assets of the Authority that could be assigned to HomesFund, were transferred to HomesFund in April 2017. The Authority Board and member agencies agreed to transition the Authority into dormancy and let HomesFund, a non-profit organization, take over primary operations related to affordable housing. Since that time, the Authority filed the required annual application for exemption from audits with the Colorado Office of the State Auditor. In November 2021, the Authority Board and member agencies signed a new intergovernmental agreement to restart the Authority and take it out of dormancy status.

Reporting Entity

In revaluating how to define the government, for financial reporting purposes, the Authority's management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial reporting Entity*, as amended by GASB No. 39. GASB pronouncements set for the financial accountability of governmental organizations elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency. Based upon the application of these criteria, no entities will be included in the Authority's reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

For financial reporting purposes, the Authority is considered a special-purpose government engaged only in business-type activities. Accordingly, the Authority's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting, where revenues are recognized when earned and expenses are recorded when an obligation is incurred. The Authority applies all applicable Governmental Accounting Standards Board (GASB) pronouncements.

Cash and Cash Equivalents

The Authority considers cash and cash equivalents to include all cash on hand, demand deposits and other highly liquid investments with an initial maturity of three months or less from the date of acquisition.

Accounts Receivables

Accounts receivable are stated at the amounts management expects to collect from outstanding balances. No allowance for credit losses has been recorded as management believes that any amounts not expected to be collected are immaterial.

Regional Housing Alliance of La Plata County Notes to the Financial Statements December 31, 2024

Note A - Summary of Significant Accounting Policies (continued)

Notes Receivable

The Authority received \$960,343 from Durango Industrial Development Foundation, Inc. to fund the Catalyst 2.0 revolving loan fund, which is administered in conjunction with La Plata Economic Development Alliance to provide short-term loans for affordable housing projects. Notes receivable represent short-term, interest-bearing loans issued under the Catalyst 2.0 program and are stated at the amounts management expects to collect from outstanding balances.

Interest income is recognized as revenue in the period in which it is earned. The Authority evaluates the collectability of the notes receivable based on various factors such as the debtor's financial condition, historical collection experience, and other relevant information. Any adjustments or write-offs related to uncollectible notes are recorded as an expense in the period they are identified. As of year-end, no allowance for credit losses has been recorded, as management believes that any amounts not expected to be collected are immaterial, based on the composition of the loans, historical collection experience, and the continued stability and viability of the projects linked to the receivable, with no identified risks at this time.

Prepaid Expenses

Payments made to vendors for services that will benefit periods beyond December 31, 2024, are recorded as prepaid items using the consumption method by recording an asset for the prepaid amount and reflecting the expense in the year in which services are consumed.

Capital Assets

Capital assets are carried at cost. The Authority capitalizes all expenditures for capital assets of \$5,000 or more. The Authority held no depreciable capital assets during the year ended December 31, 2024.

Ordinary maintenance and repairs of capital assets are charged to operations when incurred. Betterments and renewals are capitalized. Upon retirement, sale, or other disposition of capital assets, the cost and related accumulated depreciation are eliminated from the account and any resulting gain or loss is included in operations.

Donations of capital assets are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire capital assets are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Authority reports expirations of donor restrictions when the donated or acquired assets are placed in service. Donor-restricted assets whose restrictions are met in the same reporting period are reported as assets without donor restrictions.

Right-to-use leased assets are recognized at the lease commencement date and represent the Authority's right-to-use an underlying asset for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-to-use leased assets are amortized over the shorter of the lease term or useful life of the underlying asset using the straight-line method. The amortization period therefore would vary.

Regional Housing Alliance of La Plata County Notes to the Financial Statements December 31, 2024

Note A - Summary of Significant Accounting Policies (continued)

Equity

Equity is classified as net position and displayed in three components:

<u>Net Investment in Capital Assets</u> - Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition or construction of improvements on those assets, excluding any unspent bond proceeds.

<u>Restricted Net Position</u> - Net position is reported as restricted when there are limitations imposed on its use, either through the enabling legislation adopted by the Authority or through external restrictions imposed by creditors, grantors, laws, or regulations of other governments.

<u>Unrestricted Net Position</u> - Any other net position that does not meet these definitions is classified as unrestricted.

The Authority applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

As of December 31, 2024, the Authority had \$125,343 restricted for funding the revolving loan facility. These restricted funds increase as repayments are received on outstanding notes receivable and decrease as new notes receivable are issued. Additionally, the Authority has \$10,886 in restricted emergency reserves in accordance with TABOR requirements (see Note C).

Grants and Contributions

Grants and contributions consist of funding provided to the Authority by various businesses, private foundations and governmental agencies to assist the Authority in providing affordable dwelling accommodations. Revenue is recorded when all eligibility requirements, including time requirements, have been met. Any amounts received for which the eligibility or time requirement have not been met are reported as assets and either liabilities (unearned revenues) or as deferred inflows of resources, depending on the extent to which eligibility requirements are met.

Estimates

The preparation of financial statements require management to make estimates and assumptions that affect certain reported amounts and disclosures. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Date of Management's Review

Management has evaluated subsequent events through July 02, 2025, the date on which the financial statements were available to be issued. Except as described in Note E, management is not aware of any subsequent events that require recognition or disclosure in the financial statements.

Note B - Budgets

The Authority adheres to the following procedures in establishing its annual budget.

- The Authority files an annual budget in accordance with State law.
- The budget officer is required to submit a proposed budget to the Board by October 15.
- Public hearings are conducted by the Board to obtain taxpayer comments.
- Expenses may not legally exceed appropriations at the funds level. Board approval is required for changes in the budget.
- Budget appropriations lapse at the end of each year.
- The Authority adopts budgets on a modified accrual basis.

Note C - Tax Spending and Debt Limitation (Tabor)

Colorado voters passed an amendment to the State Constitution, Article X, Section 20 (the Amendment), which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The Authority believes it is in compliance with the requirements of the Amendment.

TABOR requires local governments to establish emergency reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. The emergency reserve of \$10,886 is included in restricted net position on the accompanying statement of net position.

The Authority was de-Bruced by the electors of La Plata County in November 2005 and as such is not subject to the revenue limits imposed in the TABOR amendment.

Note D - Cash and Cash Equivalents

Legal and Contractual Provisions Governing Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is specified by PDPA. PDPA allows the institution to create a single collateral pool for all public funds.

The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must equal at least 102% of the uninsured deposits. The State Regulatory Commissions for banks and savings and loan associations are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

Custodial Credit Risk - This is the risk that, in the event of a bank failure, the Authority's deposits may not be returned to it. As of December 31, 2024, the Authority's deposits exceeded the FDIC insured limit and were not collateralized in accordance with PDPA by \$10,030.

Note D - Cash and Cash Equivalents (continued)

The carrying value of deposits as of December 31, 2024 are shown in the following captions in the statement of net position:

	Carr	ying Value	Ban	Bank Value	
Cash and cash equivalents	\$	286,926	\$	298,901	

Note E - Notes Receivable

As of December 31, 2024, notes receivable consist of two short-term loans issued under the Catalyst 2.0 revolving loan fund, which supports affordable housing development. Both loans are secured by deeds of trust.

The first note bears interest at 1.75% per annum and is structured to be repaid in a single lump-sum payment of principal and interest one year from the date of execution. The outstanding principal balance on this note was \$235,000 as of December 31, 2024.

The second note also carries an interest rate of 1.75% per annum and includes a minimum release provision, whereby the Authority receives a principal reduction of at least \$50,000 for each of the first 10 residential unit sold by the borrower. This loan is further secured by a third-party guarantee. The outstanding principal balance on this note was \$600,000 as of December 31, 2024. In February 2025, an additional \$100,000 was awarded under the same note. The release provision was amended and starting from the sale of the 11th residential unit, the principal reduction per unit will increase to \$55,000. This new release provision will continue until the loan is fully repaid.

Interest income earned on these notes during the year ended December 31, 2024, totaled \$4,692.

Note F - Commitments and Contingencies

Administrative Services

In December 2023, the Authority entered into a two-year agreement with La Plata Economic Development Alliance for administrative services commencing January 1, 2024 through December 31, 2025 for \$23,920 per year for 2024 and 2025. Total costs incurred during the year ended December 31, 2024 was \$25,320.

In December 2023, the Authority entered into a renewable one-year agreement with the La Plata Economic Development Alliance for professional services commencing January 1, 2024, for \$14,833 per month. Total costs incurred for the year ended December 31, 2024 was \$178,250. In December 2024, the Authority renewed and extended the agreement for an additional one-year period with the La Plata Economic Development Alliance for professional services commencing January 1, 2025, for \$10,000 per month.

In August 2024, the Authority entered into a service agreement with an unrelated third party to provide assistance and servicing for loans issued by the Authority. The agreement became effective on August 5, 2024, and remains in effect until terminated by mutual consent of both parties. Under the terms of the agreement, the service provider is compensated at a rate equal to 0.25% of the interest rate charged to borrowers. Total service fees incurred for the year ended December 31, 2024 was \$670.

Note F - Commitments and Contingencies (continued)

Lease Commitments

In December 2022, the Authority entered into a two-year lease agreement for office space with an unrelated party commencing January 1, 2023 for \$350 per month. Total expense incurred for the year ended December 31, 2024 was \$4,200.

In November 2024, the Authority extended the lease agreement for the office space for additional three-years commencing January 1, 2025 for \$360 per month for the first year, with the rent increasing 3% annually and the Authority's share of the triple net charges, covering its proportional share of the building's property taxes, insurance, and common area maintenance. Since the total value of the lease is not significant to the financial statements, it was determined to not record a right-of-use leased asset as required under GASB no. 87.

Note G - Related Party Transactions

The Authority is composed of four member agencies, each of which contributes financially to the Authority. The Board of the Authority is made up of two members from each of these agencies. In 2024, the member contributions amounted to \$173,850 from La Plata County, \$72,000 from the City of Durango, \$4,500 from the Town of Ignacio, and \$11,250 from the Town of Bayfield.

In 2024, the Authority also received a reimbursable grant from the Colorado Department of Local Affairs, facilitated by the Town of Ignacio, totaling \$192,400, with a matching fund requirement of \$47,600, representing approximately 20% of the total project cost of \$240,000. For the year ended December 31, 2024, total revenue recorded related to this grant was \$53,217, and expenses incurred amounted to \$66,521.

The Authority had a note receivable from the Ignacio Housing Authority, a department of the Town of Ignacio. The chair of the Ignacio Housing Authority also serves as a Board member of the Authority, with the balance of the note receivable totaling \$235,000 as of December 31, 2024.

Note H - Economic Dependency

The Authority's primary revenue stream is derived from contributions, donations, and grants received from various governmental entities. As such, the Authority's financial performance is closely tied to the availability and stability of government funding. Any significant reductions in these contributions or changes in government policies, funding allocations, or grant eligibility could have a material adverse effect on the Authority's revenue and overall financial condition.

Note I - Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors or omissions; injuries to employees; and natural disasters. During 2017, the Authority was a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA is an organization created by intergovernmental agreement to provide property, general liability, law enforcement liability, public official's liability, crime coverage, and workers compensation coverage to its members. Settled claims have not exceeded this coverage during 2024.

Note H - Risk Management (continued)

The Authority pays annual premiums to CIRSA for property, general liability, law enforcement liability, public official's liability, crime coverage and workers compensation coverage. For the coverage provided, CIRSA shall be liable for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There shall be no aggregate excess coverage over any loss fund.

Coverage in excess of CIRSA's self-insured retentions shall be provided only by the applicable excess insurers and/or reinsurers in applicable excess and reinsurance policies and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the Authority. Sub-limits, aggregate limits and other limits shall apply as provided in said documents.



Required Supplementary Information

Regional Housing Alliance of La Plata County Schedule of Revenues, Expenditures and Changes in Net Position Budget and Actual

2024
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	Original Budget	Final Budget	Actual	Variance from Final Budget Favorable (Unfavorable)
evenues Member contributions Croats	\$ 225,000	\$ 261,600	\$ 261,600	
	1 1	963,552	960,343	(3,209)
	•	23,206	21,000	(2,206)
Fee income		000	2,741	2,741
niterest income Total Revenues	225,000	1,320,791	1,342,891	22,100
		5		
Admin contract	23,920	23,920	25,320	(1,400)
	6,500	8,500	800'6	(208)
General operating	6,000	0000'9	7,899	(1,899)
Grant matches		12,827	13,304	(477)
	3,500	3,500	5,524	(2,024)
Liability insurance	1,760	1,537	1,537	(0)
Marketing/outreach	15,000	15,000	14,863	137
Miscellaneous expense	1,040	1,040	•	1,040
Professional services - housing assessment	-	25,000	50,470	(25,470)
Professional services housing strategy	178,000	228,000	178,250	49,750
Project cost - grant funded	•	14,133	53,217	(39,084)
(4,000	4,000	3,494	206
Web maintenance	1,248	1,248	-	1,248
Total Expenditures	240,968	344,705	362,886	(18,181)
Net Change in Net Position	\$ (15,968)	\$ 976,086	980,005	\$ 3,919
Net Position - Beginning of Year			228,842	
Net Position - End of Year			\$ 1.208.847	
3)				

The notes to the financial statements are an integral part of this statement.



TAX ANALYSIS & RECOMMENDATIONS

REGIONAL HOUSING ALLIANCE – S.T.E.E.R ADVISORY COMMITTEE

JUNE 12, 2025





S.T.E.E.R. ADVISORY COMMITTEE

Stakeholder Taskforce Evaluation and Endorsement of Revenue-streams (S.T.E.E.R.) Committee role:

Is to help the RHA explore local funding sources for operations and below-market housing for low-to-moderate income residents.

Membership: The committee will consist of relevant community members and stakeholders, meeting over the next 3 months and reporting back to RHA Board by June 12, 2025

Outcome: Recommend a strategy to establish a countywide housing fund – or explain what it's not feasible for 2025 and whether it could be in future years

RHA's role: RHA is best positioned to:

We determined that the RHA is the agency best positioned to



- Coordinate local government technical assistance
- Track countywide project pipelines and requests for interagency resources
- Implement a long-term funding source for housing initiatives in La Plata County

RHA VALUE & REGIONAL ROLE

- 1. Convener & HUB for Regional Collaboration
- 2. Address Funding Needs & Administer Local Funds
- 3. Capacity for Regional Housing Work
- 4. Pursuing Opportunities (pursuing grants, technical assistance)
- 5. Policy Development Assistance & Pipeline Coordination
- 6. Data & Research HUB for Regional Housing
- 7. Pre-development Assistance & Pipeline Coordination

- 8. Foster Public Private Partnerships
- 9. Community Engagement & Inclusive Outreach
- 10. Education & Capacity Building
- 11. Resource Pooling & Risk Management Tools
- 12. Promote Sustainable, Long-term Affordability
- 13. Land Acquisition & Land Banking
- 14. Elevate Awareness & Support for Housing





HOUSING NEEDS ASSESSMENT

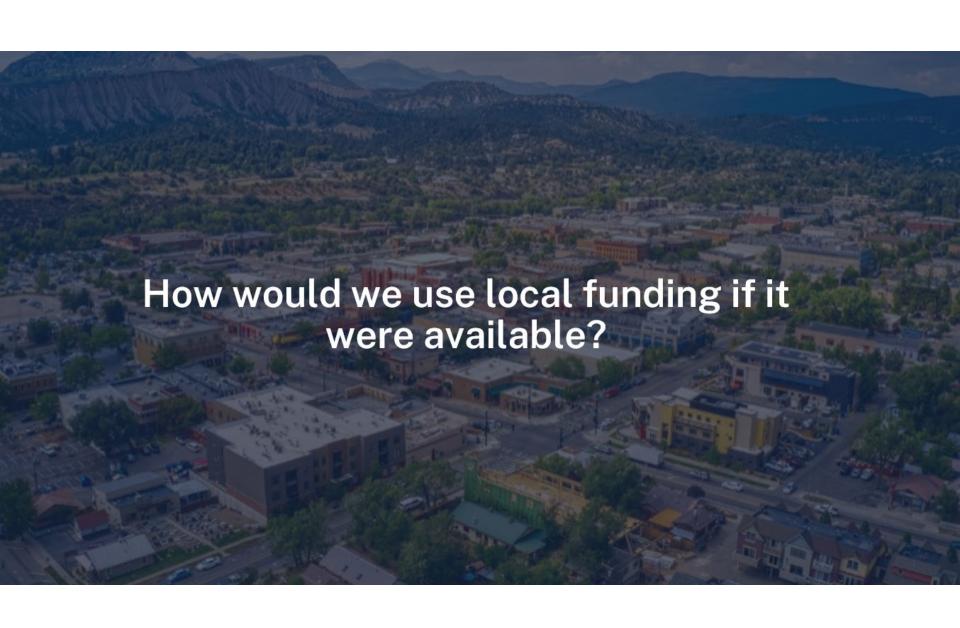
Takeaway: Current needs – **mismatching in supply** and demand by price point. Projected housing needs over the next 5 years with a range of <30% AMI – 150% AMI)+

Figure ES-10. Projected Housing Needs through 2029



Source:

Colorado State Demographer and Root Policy Research.



RHA PRIORITIES

Dedicated Local Funding + Resources

- RHA Operations Staff (3)
- Catalyst Fund predevelopment costs
- Catalyst Revolving Loan Fund low interest loans
- Land Acquisition & Banking Fund
- Other Opportunities Resources/Program/Support
- State and Federal Grants local match requirement

What RHA should NOT Focus on Right Now:

Being a Developer of direct projects

Other Opportunities

- Policy Research & Development advocate for policies for below-market housing
- Community Engagement education, forums, surveys to gather public input
- Technical Assistance and Resources help navigate funding and regulatory processes
- Foster and facilitate public-private partnerships to leverage private investment for affordable housing
- Multi-jurisdictional Collaboration work across municipal boundaries to coordinate regional solutions
- 3-year Workforce Investment Strategies



Key Staff Positions: Preliminary Concept

Executive Director

Leadership & Strategic Oversight Regional Collaboration & Advocacy Research & Policy Management

Housing Programs & Communications Manager

Program Management & Grant Administration Community Engagement & Outreach Financial Tracking & Reporting

Administrative & Finance Coordinator

General Operations & Office Management Financial Systems & Compliance Administrative Support

\$3 million annually

Catalyst Revolving Loan Fund: \$900,000

Land Acquisition & Land Banking: \$800,000

Catalyst Fund: \$500,000

RHA Operations: \$600,000

Other Resources/Programs/Support \$200,000

SALES & USE AND PROPERTY TAXES

- The RHA is restricted in the revenue collection measures it is able to impose, subject to voter approval:
 - Sales and use tax,
 - Property tax, and
 - Impact fees.
- The RHA can also charge fees, rents, security deposits, and charges for functions, services or facilities provided by the RHA without voter approval.

Sales and Use tax Revenues

- The RHA can impose a maximum 1.00% sales and use tax within its boundaries upon every transaction or other incident with respect to which a sales or use tax is levied by the State.
 - A 1% sales tax results in a tax of \$0.01 per \$1.00 in retail sales.
 - Approximately could generate \$16.14 million

Property Tax Revenues

- The RHA can levy a maximum 5.000 mills on taxable property within its boundaries.
 - As of the 2024 certification, 1.000 mill results in approximately \$6.70 in taxes per \$100,000 of actual residential property value and approximately \$29.00 in taxes per \$100,000 of actual commercial property value.

RHA Public Funding & Revenue-stream Sources

Source	Overview	Voter Approval	Pros / Strengths	Cons / Challenges
Reallocation of Lodgers Tax: County	Counties are currently capped at 2% New 2025 legislation to increase from 2% to 6%	Yes, but no RHA Action	Existing Tax with City and County 1A passed in November If legislation is successful: 2 ballot questions needed To increase % & For what purposes	Timing needs to be considered Funds will vary/hard to predict Are vacation rentals regulated by the County? What about Bayfield/Ignacio?
Sales Tax	Can create new sales tax, increase an existing sales tax, or reallocate from a sales tax to a new purpose	Yes, RHA can submit a ballot question to voters Is the County seeking a countywide tax question for road and bridge? A bundled question could be an approach for the region	Spreads the burden to up valley residents and others from around the region including tourists Touches visitors as well as locals Raises more money Can be regional Can be time limited Community investment: demonstrates local commitment to addressing housing challenges Community driven impact: the revenue can be used to directly fund housing solutions that make living in the community more affordable	Political sensitivities Ballot timing Optics of going from zero funding to potentially a lot could be challenging Economic fluctuations Equity concerns: sales tax can be considered regressive meaning lower-income residents may feel a disproportionate impact Optics of going from zero funding to potentially a lot could be challenging
Development Impact Fee Property Tax – County	Must be combined with sales/use tax, property tax, or both	Yes, RHA can submit a ballot question to voters but must be combined with another tax Yes, but no RHA Action	One-time charges on new development and can be used to offset affordable housing Has been successful in other mountain towns Can be a unique approach to large sq. ft. homes Touches owners, visitors, 2 nd homeowners as well as locals	May need nexus study Must be attached to a sales tax/use tax, property tax, or both Tax increase could be seen as regressive
Mill Levy	property owners in jurisdiction	Yes, County/City/Towns/ RHA (May need to have legal explain)	Funds have to go to a designated source (RHA could ask it as a special district entity); Mill levies are generally low in CO	Property taxes influence costs of buying, renting, or investing in homes and apartment buildings

S.T.E.E.R. Timeline Recap

March – Met with Butler Snow & Hilltop Securities to explore support for S.T.E.E.R.

Meeting 1 (March 3): Overview of new La Plata Housing Needs Assessment, reviewed current housing challenges, introduce narrowed list of potential revenue streams, and set expectations for upcoming meetings.

Meeting 2 (March 31): Deeper dive into specifics of potential revenue streams, discussed feasibility, and began evaluating pros and cons. Reviewed early findings from legal and financial assessments.

April 10 – RHA Board approved budget to retain legal and financial advisors to support S.T.E.E.R.

Meeting 3 (May 8): Finalized a narrowed list of viable revenue options, refined pros and cons for each strategy, initiated prioritization process, and reviewed legal and financial analysis of potential mechanisms

Meeting 4 (May 19): Finalized the committee's findings on feasibility of a local funding source and reached consensus on final viable revenue recommendations.





SEEK VOTER AUTHORIZATION FOR SALES & USE TAX INCREASE

- If the RHA wanted to proceed with a ballot measure for a sales and use tax increase, it would need to request at least a rate increase of 0.19% to generate \$3 million of revenue.
- The table notes an increase of 0.20% to round up to the next cent.
 - Must be a ballot in November due to TABOR, but can be in odd or even years.

•	This results in taxe	s of \$0.20 due for ev	ery \$100 purchase.
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 The S.T.E.E.R. Committee was supportive and found a new sales tax for the RHA as a viable option for sustainable funding, but did want to be considerate of the County's efforts and timing.

State of Colorado Department of Revenue Sales Tax Returns by County			
1,614,966,127			
0.20%			
3,230,000			

INQUIRE TO COUNTY ABOUT A BUNDLED APPROACH FOR FUNDING

- County exploring countywide sales tax to potentially increase the sales tax rate by 0.75%.
 - Polling completed in April.
 - Purpose: The proposed sales tax increase is being considered to address a structural budget deficit in the county, Gallagher and Legislative changes to property tax collections, and potential impacts on service levels.
 - Process: The county is in the process of finalizing revenue projections and drafting ballot language.
 - Timing for November 2025 Ballot.

La Plata County				
Sales Tax Rate	0.75%			
Estimated Revenue	\$13.46 Million			

La Plata County Sales Tax

The county's current sales tax rate is 2%.

This is in addition to the state of Colorado sales tax rate of 2.9%.

The total sales tax rate in the unincorporated areas of La Plata County is 4.9% (2% county + 2.9% state).



WORK WITH THE COUNTY TO REQUEST LODGER'S TAX INCREASE

- HB25-1247 was passed during the 2025 legislative session and allows the lodger's tax rate to be increased to 6.00%, pending voter approval, and expands the allowable uses of those revenues.
 - If the County wanted to reallocate the use of revenues already approved from the 2.00% lodger's tax to the additional allowable uses, it would need to receive voter approval to do so.

Allocation of 2% Lodger's Tax				
Expense	Amount			
Community Child Care	\$335,621			
La Plata Homes Fund	118,560			
LPC Tourism	255,000			
Regional Housing Alliance	140,819			
Total	\$850,000			

- Based on the County's 2025 budget, if the lodger's tax rate was increased to 6.00%, it is estimated that it would only generate approximately \$2.5 million in total, which is short of the RHA's funding target of \$3 million.
 - All of these revenues would not be available to the RHA unless the ballot question adjusted the allowable uses for the existing 2.00% tax.
 - Subject to annual appropriation and can change or eliminate RHA's funding in any year.



IMPACT FEES & LODGER'S TAX REVENUES

Impact Fees

- Impact fees can be volatile and are subject to future development within the boundaries of the RHA and which properties an impact fee would be assessed on.
 - The RHA is permitted to impose a \$2 per square foot development impact fee for projects other than moderate or affordable housing projects.
 - They must have an "essential nexus" to the government's land-use interest and have "rough proportionality" to the development's impact on the land-use interest.
 - A third party would need to conduct an impact fee study to support these measures before imposing the fee.

Lodger's Tax Revenues

- In November 2024, ballot measure 1A passed which allows for the County to reallocate 70% of revenues collected from their 2.00% lodger's tax to childcare and housing.
- **HB25-1247** was passed during the 2025 legislative session and allows the lodger's tax rate to be increased to 6.00%, pending voter approval, and expands the allowable uses of the revenues.

La Plata County FY2025 Budget Allocation of 2% Lodger's Tax				
Expense	Amount			
Community Child Care	\$335,621			
Homes Fund	118,560			
LPC Tourism	255,000			
Regional Housing Alliance	140,819			
Total	\$850,000			

• If this tax was increased to 6.00% and the allocation of revenues remained proportionally the same, this could increase RHA revenues to approximately \$422,000 based on the FY2025 budget.



LA PLATA COUNTY

Local Exploration Efforts

- Actively monitoring and staying engaged with key stakeholders
 - La Plata County Government (local government)
 - Fire
 - Library
 - Additional stakeholders may be identified as exploration continues
 - Still early in the process



OTHER SALES TAX RATES

City of Dura	ingo	Town of Bayfield		Town of Ignacio	
Entity	Tax Rate	Entity	Tax Rate	Entity	Tax Rate
State of Colorado	2.90%	State of Colorado	2.90%	State of Colorado	2.90%
County	2.00%	County	2.00%	County	2.00%
City of Durango	3.50%	Town of Bayfield	3.00%	Town of Ignacio	3.00%
Total	8.40%	Total	7.90%	Total	7.90%
Taxes Due for \$100 Purchase	\$8.40	Taxes Due for \$100 Purchase	\$7.90	Taxes Due for \$100 Purchase	\$7.90

- This is the maximum tax rate applied for purchases. The actual tax rate applied depends on the item being purchased.
 - The RHA sales tax would apply to the same items as the State sales tax except it does not apply to cigarettes.
 - The State does not tax food for home consumption so that rate would not be applied for related purchases.
- Based on the information presented on the State's website, all other areas within the County with the exception of these three areas charge a total sales tax rate of 4.90%.

HilltopSecurities.

Source: Colorado Sales Tax Lookup

EXAMPLES OF TAX RATES WITHIN THE RHA

Sample Tax Levy - Durango			
Entity	Mill Levy		

Entity	Mill Levy
La Plata County	8.500
Durango School District	31.587
City of Durango	5.007
Animas Mosquito Control	1.400
Southwestern Water Consv	0.380
Animas-La Plata Water	0.371
Combined	47.245
- 4000-41	1. 1.

For a \$675,827* home, this resulted in \$1,965 in property taxes due in 2025.

Sample Tax Levy - Bayfield

Entity	Mill Levy	
La Plata County	8.500	
Bayfield School District	35.148	
Town of Bayfield	5.950	
Upper Pine River Fire	14.398	
Pine River Library	4.000	
Southwestern Water Consv	0.380	
Pine River Cemetery	0.150	
Combined	68.526	

For a \$675,827 home, this resulted in \$2,850 in property taxes due in 2025.

Sample Tax Levy - Ignacio

Entity	Mill Levy
La Plata County	8.500
Ignacio School District	19.441
Town of Ignacio	5.007
Southwester Water Consv	0.380
Ignacio Cemetery	0.244
Los Pinos Fire Protection	9.500
Ignacio Comm Library Dist	1.500
Combined	44.572

For a \$675,827 home, this resulted in \$1,854 in property taxes due in 2025.

Other Taxing Entities

- The mill levies shown above are just for one representative tax area within the three communities noted. There are hundreds of tax areas reported by the County.
- Mill levies within La Plata County range from a low of 29.821 to a high of 310.583.
 - Properties within a metropolitan district have a notable higher total mill levy rate. Most are approximately 110 to 115 mills
 with the exception of the high mill levy noted above which is in the Twin Buttes Metropolitan District.

Source: Mill Levies by District



^{*} Reflects median home value in La Plata County.

ELECTION TIMELINE

2025 ELECTION CALENDAR

July 10	RHA Meeting
July 25 (No later than 100 days before election)	If political subdivision has taken formal action to participate in the Coordinated Election, must notify County Clerk in writing.
August 14	*Under existing IGA - Approval by 75% of the RHA Board is required to go to ballot.
September 5 (No later than 60 days before the election)	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content.
September 19 (No later than 44 days before the election)	Last day to file pros/cons comments pertaining to local ballot issues with the designated in order to be included in the ballot issue notice.
October 17 (No later than 18 days before the election)	Deadline for county clerk to send mail ballot packets to each active eligible elector for the Coordinated Election.
November 4	Coordinated Election



Empower a Group To Do the Work

These efforts only succeed when local leaders engage

Requires broad stakeholder support

Effective strategy –go in at the right time, where there is political support, be clear on uses and structure for collecting and spending funds.

Show leverage and need for a local fund.

Educate the community often.

Be well organized.



Date: June 12, 2025

To: RHA Board of Directors

From: S.T.E.E.R. Advisory Committee

Subject: Final Recommendations from S.T.E.E.R. on Viable Revenue Mechanisms

Dear Members of the RHA Board,

On behalf of the Stakeholders for Evaluation and Endorsement of Revenue-streams (S.T.E.E.R.) Advisory Committee, we are pleased to present our final recommendations regarding potential revenue mechanisms to support the long-term objectives of the Regional Housing Alliance of La Plata County (RHA).

We appreciate the opportunity to contribute to this important initiative and commend the RHA for leading a collaborative, community-centered effort to address the region's housing challenges.

Over the past three months, the committee—comprised of a cross-section of representatives from the public, private, and nonprofit sectors—held four working sessions to evaluate a range of local funding strategies. Our analysis was grounded in the 2024 La Plata County Housing Needs Assessment, which provided vital data on housing needs and priorities across the region. To support this effort, the RHA engaged Hilltop Securities as financial advisors and Butler Snow LLP as legal counsel. Representatives from both firms participated in Meetings 2, 3, and 4, providing essential insight into feasibility, legal considerations, and potential revenue projections for various funding mechanisms.

Recommendations

Following a thorough evaluation process, the committee has identified **two preferred revenue mechanisms** for near-term advancement, along with a **third option** that shows promise but requires further analysis. The committee also noted the importance of coordinating with other entities, including La Plata County, that may be considering ballot initiatives in the same timeframe.

1. New Sales & Use Tax (0.20%) – Standalone RHA Initiative

We recommend that the RHA pursue voter authorization for a 0.20% Sales & Use Tax. This would equate to \$0.20 for every \$100 in taxable purchases and could generate approximately \$3.23 million annually. This revenue stream could directly support RHA's operations and core programs, such as the Catalyst Fund, Catalyst Revolving Loan Fund, and land acquisition or land banking efforts.

2. New Sales Tax – Bundled Approach with County

La Plata County is currently exploring a 0.75% countywide sales tax to address a budget deficit and potential to impact services. While bundling a housing component into this tax could provide a meaningful funding opportunity, the timing and County's interest in a joint measure are uncertain. The S.T.E.E.R. Committee recommends this option be considered but approached with caution, recognizing that the County may not support bundling in the current cycle but may may look favorably in 2026.

3. Expansion of County Lodger's Tax (Further Study Required)

With the passage of HB25-1247, counties may increase their lodger's tax rate up to 6.00% (subject to voter approval), with expanded allowable uses. If this increase were approved and revenue allocation proportions remained unchanged, RHA's portion could increase to approximately \$422,000 annually based on FY2025 figures but subject to annual appropriation by the County and potentially could be reduced or eliminated. However, this option warrants additional legal review, financial modeling, and public engagement before moving forward.

Estimated Ballot Costs

Tiffany Lee, La Plata County Clerk & Recorder, provided the following estimates:

- Election costs vary depending on participation and scope. In 2023, the cost was \$1.50 per voter; in 2024, \$1.84 per voter.
- With approximately 45,000 registered voters countywide, this results in an estimated cost of \$67,500-\$82,800.

- If the State includes a question on the November ballot, it will cover 40% of the cost, which may help reduce the RHA's share.
- For budgeting purposes, plan for a minimum of \$1.50 per voter, acknowledging potential variability.

Timeline Considerations and Next Steps

We respectfully request that the RHA Board consider taking the following steps:

1. Advance the Top Two Recommended Funding Mechanisms

Begin internal planning and outreach for a potential ballot initiative, including legal structuring, financial modeling, and community engagement. Early conversations between the RHA and La Plata County leadership will be critical to assess the potential for collaboration, determine alignment on timing, and clarify whether a joint or standalone approach is most viable.

2. Further Evaluate the Lodger's Tax Expansion

Conduct a more detailed analysis of this option with legal and financial advisors, particularly in light of the expanded uses authorized under HB25-1247.

3. Potential Community Advocacy

To help build broad-based support for a potential ballot initiative, the RHA could leverage a coalition of engaged community members who have participated in recent housing efforts. This includes members of the S.T.E.E.R. Advisory Committee, regional stakeholders, local housing advocates, and attendees of the 2025 SW Housing Summit.

These individuals and organizations are already informed on the region's housing challenges and the RHA's proposed solutions, and many have expressed a willingness to stay engaged. Their involvement could take various forms—from participating in town halls and stakeholder briefings to amplifying messaging through their networks or serving in an advisory or leadership role in a formal campaign.

Should the RHA pursue a 2025 or 2026 ballot initiative, organizing this base into a community working group or issue committee (as appropriate under campaign finance

law) will be a key step in driving outreach, educating voters, and reinforcing public trust in the proposed funding strategy.

4. Conduct Public Polling

Use polling to assess voter awareness and support for each funding option, identify key concerns, and refine public messaging. This will be a valuable tool for both strategy development and risk mitigation. This would apply likely in 2026 due to expense and timing.

5. Coordinate with Other Regional Initiatives

Monitor and engage with other entities considering ballot measures in 2025 or 2026 (e.g., County government, Fire Districts, Library District). Coordination will be essential to avoid voter fatigue, ensure strategic alignment, and explore shared outreach opportunities.

While a November 2025 ballot remains a potential target, the committee recognizes that a 2026 election may offer a more realistic timeline for successful execution, allowing for adequate public education and coalition-building.

We thank you for your leadership and look forward to continued collaboration as this process advances.

Meeting Timeline and Process Overview

- Meeting 1 (March 3): Reviewed the La Plata Housing Needs Assessment, discussed current
 housing challenges, introduced an initial list of potential revenue streams, and established a
 framework for evaluation. Meeting #1 Notes.
- Meeting 2 (March 31): Evaluated feasibility and legal/financial viability of revenue mechanisms,
 with input from Hilltop Securities and Butler Snow. Meeting #2 Notes.
- Meeting 3 (May 8): Finalized narrowed list of options, refined pros and cons, and reviewed findings from the legal and financial analyses. <u>Meeting #3 Notes</u>.
- Meeting 4 (May 19): Reached consensus on final recommendations and confirmed feasibility of a local funding strategy. <u>Meeting #4 Notes</u>.



July 02, 2025

To the Board Regional Housing Alliance of La Plata County Durango, CO 81301

We have audited the financial statements of the business-type activities, of Regional Housing Alliance of La Plata County as of and for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 27, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Regional Housing Alliance of La Plata County are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2024. We noted no transactions entered into by Regional Housing Alliance of La Plata County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. No such significant accounting estimates were noted.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 02, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Regional Housing Alliance of La Plata County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the district's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis and budgetary comparison information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of the Board of Directors and management of Regional Housing Alliance of La Plata County, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MBE CPAs, LLP

Durango, CO

Regional Housing Alliance of La Plata County Year End: December 31, 2024

Uncorrected Misstatements

Prepared by	In-Chrg Review	Manager Review
ATK 5/22/2025		KAL 5/27/2025
Partner Review	EQR Review	Other Review

Refn	no Description	Assets	Liabilities	Equity	Income	Expenses	Annotation
Unred	corded - factual						
1	To record the lease asset and	<u>12,167.13</u> 12,167.13	(16,793.04) (16,793.04)	0.00	0.00	4,625.91	
		12,107.13	(10,793.04)	0.00	0.00	4,025.91	
	Understated/(Overstated)	12,167.13	(16,793.04)	0.00	0.00	4,625.91	

Regional Housing Alliance of La Plata County

Financial Statements

Year Ended December 31, 2024

Regional Housing Alliance of La Plata County

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Independent Auditor's Report

To the Board of Directors of Regional Housing Alliance of La Plata County Durango, CO

Opinion

We have audited the accompanying financial statements of Regional Housing Alliance of La Plata County, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Regional Housing Alliance of La Plata County's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Regional Housing Alliance of La Plata County, as of December 31, 2024, and the respective changes in the financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Regional Housing Alliance of La Plata County, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The Regional Housing Alliance of La Plata County financial statements for the year ended December 31, 2023, were audited by another auditing firm, who expressed an unmodified opinion on those statements on May 9, 2024.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Regional Housing Alliance of La Plata County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
 are appropriate in the circumstances, but not for the purpose of expressing an opinion on the
 effectiveness of the Regional Housing Alliance of La Plata County's internal control. Accordingly, no such
 opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Regional Housing Alliance of La Plata County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

MBE CPAs, LLP Durango, CO July 02, 2025

Management's Discussion and Analysis (Unaudited) December 31, 2024

As fiscal managers of the Regional Housing Alliance of La Plata County (the "RHA"), the following information offers readers of the RHA's financial statements this narrative overview and analysis of the financial activities of the RHA for the fiscal year ended December 31, 2024. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our basic financial statements to better understand the financial position of the RHA.

Financial Highlights

- Between 2018 and 2022, Regional Housing Alliance was in dormant status. All employees and assets, except for the Energy Impact Assistance Fund loans and cash, were transferred to HomesFund (formerly La Plata Homes Fund, Inc.). The HomesFund provided homebuyer assistance program (education, counseling, down payment assistance) to the 5-county southwest Colorado region. In late 2022, RHA began more active involvement in housing strategy and collaboration in partnership with the La Plata Economic Development Alliance. The Intergovernmental Agreement with local municipalities was re-initiated beginning for 2023.
- As of December 31, 2024, the RHA held \$835,000 in Notes Receivable. It did not hold any mortgage receivables. It received a \$960,343 donation in 2024 to fund a new Revolving Loan Fund, providing short-term loans for affordable housing projects.
- As of December 31, 2024, the RHA held \$286,925 in cash. Of this amount, \$25,343 is restricted to the Revolving Loan fund.

Overview of the Financial Statements

The financial statements of the RHA are presented as a special purpose government engaged only in business-type activities.

The Statement of Net Position presents information on the RHA's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the RHA is improving or deteriorating. Nonfinancial factors should also be considered to assess the overall position of the RHA.

The Statement of Revenues, Expenses and Changes in Net Position reports the changes that have occurred during the year to the RHA's net position. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods.

The Statement of Cash Flows reports the RHA's cash flows from operating, noncapital financing, capital and investing activities.

Financial Summary and Analysis

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements.

Condensed Statement of Net Position

		2024	2023	
Current and other assets	\$	1,231,519	\$	234,349
Total assets		1,231,519		234,349
Current liabilities		22,672		5,507
Total liabilities		22,672	_	5,507
Net position		105.040	()
Restricted for revolving loan facility		125,343		-
Restricted for emergencies Unrestricted		10,886 1,072,618		6,576
Total net position	-	1,208,847		222,266 228,842
				220,042
Total liabilities and net position	\$	1,231,519	\$	234,349
Condensed Statement of Activities	1	2024		2023
Program revenue),			
Member contributions	\$	261,600	\$	225,000
Grants and donations		1,038,530		-
Sponsorship and fee income		23,741		-
Interest income		19,020		
Total Revenue		1,342,891		225,000
Program expenses		362,886		219,213
Change in net position		980,005		5,787
Net position – beginning		228,842		223,055
Net position – ending	\$	1,208,847	\$	228,842

Revenues

From 2018 through 2021 the RHA was primarily dormant and received minimal revenue, the only source being interest on bank accounts. Intergovernmental Agreements began again in 2023. In 2024, the RHA received \$261,600 in contributions from La Plata County, the City of Durango, the Town of Bayfield, and the Town of Ignacio. It received a \$960,343 donation in 2024 to fund a new Revolving Loan Fund, providing short-term loans for affordable housing projects. The donated funds were provided by the Durango Industrial Development Foundation that dissolved in 2024 to serve as principal for the new Revolving Loan Fund. A \$24,970 grant was received from the Colorado Housing Finance and Finance Authority to fund a housing needs assessment.

Expenditures

The RHA's major expenditures in 2024 were (1) professional fees paid to La Plata Economic Development Alliance for administrative management and housing strategy planning, (2) professional fees paid to Root Policy Research for a Housing Needs Assessment, and (3) facility and speaker expenses for a regional Housing Summit hosted in April 2024. The RHA did not have any employees during 2024.

Budgetary Highlights

The RHA prepares its budget on the modified accrual basis of accounting to recognize the fiscal impact of capital outlay, in addition to operating and non-operating revenue and contributions.

- Actual operating revenues in 2024 were \$22,101 more than budgeted, primarily due to grant funds received.
- Actual operating expenses, on the budgetary basis, were more than budgeted by \$18,182.

Requests for Information

This financial report is designed to give its readers a general overview of the RHA's finances. Questions regarding any information contained in this report or requests for additional financial information should be addressed to: The La Plata County Economic Development Alliance, 2301 Main Avenue, Durango, CO 81301, or 970-259-1700.

Regional Housing Alliance of La Plata County Statement of Net Position As of December 31, 2024

Assets		
Current Assets		
Cash and cash equivalents	\$	261,583
Restricted cash	Ψ	25,343
Accounts receivables		100,000
Restricted accounts receivables		7,492
Notes receivables		835,000
Prepaid expenses		1,751
Total Current Assets		1,231,169
Total Current Assets		1,231,109
Noncurrent Assets		
Other assets		350
Total Noncurrent Assets		350
Total Assets	\$	1,231,519
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	\$	22,002
Accrued expenses		670
Total Current Liabilities		22,672
Total Liabilities		22,672
Net Position		
Restricted		105.010
Revolving loan fund		125,343
Declared emergencies		10,886
Unrestricted		1,072,618
Total Net Position		1,208,847
Total Net 1 oshloll		1,200,047
Total Liabilities and Net Position	\$	1,231,519

Regional Housing Alliance of La Plata County Statement of Revenues, Expenses and Changes in Net Position For the Year Ended December 31, 2024

Operating Revenues		
Member contributions	\$	261,600
Grants income	·	78,187
Donations		960,343
Sponsorship and fee income		23,741
Interest revenue		4,692
Total Operating Revenues		1,328,563
Operating Expenses		00 504
Grant expense		66,521
Marketing expense		14,863
Office and administrative		8,177
Professional fees		268,571
Rent and utilities	<u> </u>	4,754
Total Operating Expenses	~	362,886
Operating Income (Loss)		965,677
Non-Operating Revenues (Expenses)		
Interest income		14,328
Total Non-Operating Revenues (Expenses)		14,328
Total Non-operating Nevenues (Expenses)		14,020
Change in Net Position		980,005
Net Position - Beginning of Year		228,842
Net Position - End of Year	\$	1,208,847

Regional Housing Alliance of La Plata County Statement of Cash Flows

For the Year Ended December 31, 2024

Cash Flows From Operating Activities: Cash receipts from customers and users Payments to suppliers and others Net Cash Provided by (Used in) Operating Activities	400,399 (346,752) 53,647
Net Increase (Decrease) in Cash and Cash Equivalents	53,647
Cash and Cash Equivalents - Beginning of Year	233,279
Cash and Cash Equivalents - End of Year	\$ 286,926
Reconciliation of Net Income and Net Cash Provided by Operating Activities:	6
Change in net position Add (deduct) items not affecting cash:	\$ 980,005
(Increase) decrease in accounts receivable (Increase) decrease in restricted accounts receivable (Increase) decrease in notes receivable	(100,000) (7,492) (835,000)
(Increase) decrease in prepaid expense Increase (decrease) in accounts payable Increase (decrease) in accrued expenses Total Changes from items not affecting cash:	(1,031) 16,495 670 (926,358)
Net Cash Provided by Operating Activities	\$ 53,647
OPA	

Note A - Summary of Significant Accounting Policies

The Regional Housing Alliance of La Plata County (the Authority) is a multi-jurisdictional housing authority governed pursuant to provisions of the Colorado Revised Statutes Section 29-1-204.5. The Authority was created on April 14, 2004, pursuant to an intergovernmental agreement by and among the Board of County Commissioners of La Plata County, Colorado; the City of Durango, Colorado; the Town of Ignacio, Colorado; and the Town of Bayfield, Colorado. The Authority was established to facilitate the planning, financing, acquisition, construction, management and operation of housing projects or programs pursuant to a multi-jurisdictional plan to provide affordable dwelling accommodations to the communities within the jurisdiction of the Authority.

As part of this master agreement, the Authority provided staffing and administrative contract services to HomesFund for 2016. Beginning January 1, 2017, HomesFund provided staffing and administrative contract services to the Authority. The master agreement terminated July 1, 2017. All assets of the Authority that could be assigned to HomesFund, were transferred to HomesFund in April 2017. The Authority Board and member agencies agreed to transition the Authority into dormancy and let HomesFund, a non-profit organization, take over primary operations related to affordable housing. Since that time, the Authority filed the required annual application for exemption from audits with the Colorado Office of the State Auditor. In November 2021, the Authority Board and member agencies signed a new intergovernmental agreement to restart the Authority and take it out of dormancy status.

Reporting Entity

In revaluating how to define the government, for financial reporting purposes, the Authority's management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial reporting Entity*, as amended by GASB No. 39. GASB pronouncements set for the financial accountability of governmental organizations elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency. Based upon the application of these criteria, no entities will be included in the Authority's reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

For financial reporting purposes, the Authority is considered a special-purpose government engaged only in business-type activities. Accordingly, the Authority's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting, where revenues are recognized when earned and expenses are recorded when an obligation is incurred. The Authority applies all applicable Governmental Accounting Standards Board (GASB) pronouncements.

Cash and Cash Equivalents

The Authority considers cash and cash equivalents to include all cash on hand, demand deposits and other highly liquid investments with an initial maturity of three months or less from the date of acquisition.

Accounts Receivables

Accounts receivable are stated at the amounts management expects to collect from outstanding balances. No allowance for credit losses has been recorded as management believes that any amounts not expected to be collected are immaterial.

Note A - Summary of Significant Accounting Policies (continued)

Notes Receivable

The Authority received \$960,343 from Durango Industrial Development Foundation, Inc. to fund the Catalyst 2.0 revolving loan fund, which is administered in conjunction with La Plata Economic Development Alliance to provide short-term loans for affordable housing projects. Notes receivable represent short-term, interest-bearing loans issued under the Catalyst 2.0 program and are stated at the amounts management expects to collect from outstanding balances.

Interest income is recognized as revenue in the period in which it is earned. The Authority evaluates the collectability of the notes receivable based on various factors such as the debtor's financial condition, historical collection experience, and other relevant information. Any adjustments or write-offs related to uncollectible notes are recorded as an expense in the period they are identified. As of year-end, no allowance for credit losses has been recorded, as management believes that any amounts not expected to be collected are immaterial, based on the composition of the loans, historical collection experience, and the continued stability and viability of the projects linked to the receivable, with no identified risks at this time.

Prepaid Expenses

Payments made to vendors for services that will benefit periods beyond December 31, 2024, are recorded as prepaid items using the consumption method by recording an asset for the prepaid amount and reflecting the expense in the year in which services are consumed.

Capital Assets

Capital assets are carried at cost. The Authority capitalizes all expenditures for capital assets of \$5,000 or more. The Authority held no depreciable capital assets during the year ended December 31, 2024.

Ordinary maintenance and repairs of capital assets are charged to operations when incurred. Betterments and renewals are capitalized. Upon retirement, sale, or other disposition of capital assets, the cost and related accumulated depreciation are eliminated from the account and any resulting gain or loss is included in operations.

Donations of capital assets are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire capital assets are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Authority reports expirations of donor restrictions when the donated or acquired assets are placed in service. Donor-restricted assets whose restrictions are met in the same reporting period are reported as assets without donor restrictions.

Right-to-use leased assets are recognized at the lease commencement date and represent the Authority's right-to-use an underlying asset for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-to-use leased assets are amortized over the shorter of the lease term or useful life of the underlying asset using the straight-line method. The amortization period therefore would vary.

Note A - Summary of Significant Accounting Policies (continued)

Equity

Equity is classified as net position and displayed in three components:

<u>Net Investment in Capital Assets</u> - Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition or construction of improvements on those assets, excluding any unspent bond proceeds.

<u>Restricted Net Position</u> - Net position is reported as restricted when there are limitations imposed on its use, either through the enabling legislation adopted by the Authority or through external restrictions imposed by creditors, grantors, laws, or regulations of other governments.

<u>Unrestricted Net Position</u> - Any other net position that does not meet these definitions is classified as unrestricted.

The Authority applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

As of December 31, 2024, the Authority had \$125,343 restricted for funding the revolving loan facility. These restricted funds increase as repayments are received on outstanding notes receivable and decrease as new notes receivable are issued. Additionally, the Authority has \$10,886 in restricted emergency reserves in accordance with TABOR requirements (see Note C).

Grants and Contributions

Grants and contributions consist of funding provided to the Authority by various businesses, private foundations and governmental agencies to assist the Authority in providing affordable dwelling accommodations. Revenue is recorded when all eligibility requirements, including time requirements, have been met. Any amounts received for which the eligibility or time requirement have not been met are reported as assets and either liabilities (unearned revenues) or as deferred inflows of resources, depending on the extent to which eligibility requirements are met.

Estimates

The preparation of financial statements require management to make estimates and assumptions that affect certain reported amounts and disclosures. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Date of Management's Review

Management has evaluated subsequent events through July 02, 2025, the date on which the financial statements were available to be issued. Except as described in Note E, management is not aware of any subsequent events that require recognition or disclosure in the financial statements.

Note B - Budgets

The Authority adheres to the following procedures in establishing its annual budget.

- The Authority files an annual budget in accordance with State law.
- The budget officer is required to submit a proposed budget to the Board by October 15.
- Public hearings are conducted by the Board to obtain taxpayer comments.
- Expenses may not legally exceed appropriations at the funds level. Board approval is required for changes in the budget.
- Budget appropriations lapse at the end of each year.
- The Authority adopts budgets on a modified accrual basis.

Note C - Tax Spending and Debt Limitation (Tabor)

Colorado voters passed an amendment to the State Constitution, Article X, Section 20 (the Amendment), which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The Authority believes it is in compliance with the requirements of the Amendment.

TABOR requires local governments to establish emergency reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. The emergency reserve of \$10,886 is included in restricted net position on the accompanying statement of net position.

The Authority was de-Bruced by the electors of La Plata County in November 2005 and as such is not subject to the revenue limits imposed in the TABOR amendment.

Note D - Cash and Cash Equivalents

Legal and Contractual Provisions Governing Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is specified by PDPA. PDPA allows the institution to create a single collateral pool for all public funds.

The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must equal at least 102% of the uninsured deposits. The State Regulatory Commissions for banks and savings and loan associations are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

Custodial Credit Risk - This is the risk that, in the event of a bank failure, the Authority's deposits may not be returned to it. As of December 31, 2024, the Authority's deposits exceeded the FDIC insured limit and were not collateralized in accordance with PDPA by \$10,030.

Note D - Cash and Cash Equivalents (continued)

The carrying value of deposits as of December 31, 2024 are shown in the following captions in the statement of net position:

	Carr	ying Value	Ban	Bank Value	
Cash and cash equivalents	\$	286,926	\$	298,901	

Note E - Notes Receivable

As of December 31, 2024, notes receivable consist of two short-term loans issued under the Catalyst 2.0 revolving loan fund, which supports affordable housing development. Both loans are secured by deeds of trust.

The first note bears interest at 1.75% per annum and is structured to be repaid in a single lump-sum payment of principal and interest one year from the date of execution. The outstanding principal balance on this note was \$235,000 as of December 31, 2024.

The second note also carries an interest rate of 1.75% per annum and includes a minimum release provision, whereby the Authority receives a principal reduction of at least \$50,000 for each of the first 10 residential unit sold by the borrower. This loan is further secured by a third-party guarantee. The outstanding principal balance on this note was \$600,000 as of December 31, 2024. In February 2025, an additional \$100,000 was awarded under the same note. The release provision was amended and starting from the sale of the 11th residential unit, the principal reduction per unit will increase to \$55,000. This new release provision will continue until the loan is fully repaid.

Interest income earned on these notes during the year ended December 31, 2024, totaled \$4,692.

Note F - Commitments and Contingencies

Administrative Services

In December 2023, the Authority entered into a two-year agreement with La Plata Economic Development Alliance for administrative services commencing January 1, 2024 through December 31, 2025 for \$23,920 per year for 2024 and 2025. Total costs incurred during the year ended December 31, 2024 was \$25,320.

In December 2023, the Authority entered into a renewable one-year agreement with the La Plata Economic Development Alliance for professional services commencing January 1, 2024, for \$14,833 per month. Total costs incurred for the year ended December 31, 2024 was \$178,250. In December 2024, the Authority renewed and extended the agreement for an additional one-year period with the La Plata Economic Development Alliance for professional services commencing January 1, 2025, for \$10,000 per month.

In August 2024, the Authority entered into a service agreement with an unrelated third party to provide assistance and servicing for loans issued by the Authority. The agreement became effective on August 5, 2024, and remains in effect until terminated by mutual consent of both parties. Under the terms of the agreement, the service provider is compensated at a rate equal to 0.25% of the interest rate charged to borrowers. Total service fees incurred for the year ended December 31, 2024 was \$670.

Note F - Commitments and Contingencies (continued)

Lease Commitments

In December 2022, the Authority entered into a two-year lease agreement for office space with an unrelated party commencing January 1, 2023 for \$350 per month. Total expense incurred for the year ended December 31, 2024 was \$4,200.

In November 2024, the Authority extended the lease agreement for the office space for additional three-years commencing January 1, 2025 for \$360 per month for the first year, with the rent increasing 3% annually and the Authority's share of the triple net charges, covering its proportional share of the building's property taxes, insurance, and common area maintenance. Since the total value of the lease is not significant to the financial statements, it was determined to not record a right-of-use leased asset as required under GASB no. 87.

Note G - Related Party Transactions

The Authority is composed of four member agencies, each of which contributes financially to the Authority. The Board of the Authority is made up of two members from each of these agencies. In 2024, the member contributions amounted to \$173,850 from La Plata County, \$72,000 from the City of Durango, \$4,500 from the Town of Ignacio, and \$11,250 from the Town of Bayfield.

In 2024, the Authority also received a reimbursable grant from the Colorado Department of Local Affairs, facilitated by the Town of Ignacio, totaling \$192,400, with a matching fund requirement of \$47,600, representing approximately 20% of the total project cost of \$240,000. For the year ended December 31, 2024, total revenue recorded related to this grant was \$53,217, and expenses incurred amounted to \$66,521.

The Authority had a note receivable from the Ignacio Housing Authority, a department of the Town of Ignacio. The chair of the Ignacio Housing Authority also serves as a Board member of the Authority, with the balance of the note receivable totaling \$235,000 as of December 31, 2024.

Note H - Economic Dependency

The Authority's primary revenue stream is derived from contributions, donations, and grants received from various governmental entities. As such, the Authority's financial performance is closely tied to the availability and stability of government funding. Any significant reductions in these contributions or changes in government policies, funding allocations, or grant eligibility could have a material adverse effect on the Authority's revenue and overall financial condition.

Note I - Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors or omissions; injuries to employees; and natural disasters. During 2017, the Authority was a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA is an organization created by intergovernmental agreement to provide property, general liability, law enforcement liability, public official's liability, crime coverage, and workers compensation coverage to its members. Settled claims have not exceeded this coverage during 2024.

Note H - Risk Management (continued)

The Authority pays annual premiums to CIRSA for property, general liability, law enforcement liability, public official's liability, crime coverage and workers compensation coverage. For the coverage provided, CIRSA shall be liable for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There shall be no aggregate excess coverage over any loss fund.

Coverage in excess of CIRSA's self-insured retentions shall be provided only by the applicable excess insurers and/or reinsurers in applicable excess and reinsurance policies and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the Authority. Sub-limits, aggregate limits and other limits shall apply as provided in said documents.



Required Supplementary Information

Regional Housing Alliance of La Plata County Schedule of Revenues, Expenditures and Changes in Net Position Budget and Actual

2024
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	Original Budget	Final Budget	Actual	Variance from Final Budget Favorable (Unfavorable)
evenues Member contributions Croats	\$ 225,000	\$ 261,600	\$ 261,600	
	1 1	963,552	960,343	(3,209)
	•	23,206	21,000	(2,206)
Fee income		000	2,741	2,741
niterest income Total Revenues	225,000	1,320,791	1,342,891	22,100
		5		
Admin contract	23,920	23,920	25,320	(1,400)
	6,500	8,500	800'6	(208)
General operating	6,000	0000'9	7,899	(1,899)
Grant matches		12,827	13,304	(477)
	3,500	3,500	5,524	(2,024)
Liability insurance	1,760	1,537	1,537	(0)
Marketing/outreach	15,000	15,000	14,863	137
Miscellaneous expense	1,040	1,040	•	1,040
Professional services - housing assessment	-	25,000	50,470	(25,470)
Professional services housing strategy	178,000	228,000	178,250	49,750
Project cost - grant funded	•	14,133	53,217	(39,084)
(4,000	4,000	3,494	206
Web maintenance	1,248	1,248	-	1,248
Total Expenditures	240,968	344,705	362,886	(18,181)
Net Change in Net Position	\$ (15,968)	\$ 976,086	980,005	\$ 3,919
Net Position - Beginning of Year			228,842	
Net Position - End of Year			\$ 1.208.847	
3)				

The notes to the financial statements are an integral part of this statement.



June 12, 2025

TO: RHA Board of Directors

FROM: Eva Henson, RHA Contract Director

RE: RHA Director at-Large Term Renewal – Patrick Vaughn, at-large Member

DECISION ITEM: This memo is submitted for consideration by the Board of Directors of the Regional Housing Alliance of La Plata County (RHA) regarding the renewal of the At-Large Director position currently held by Patrick Vaughn.

In accordance with the <u>Sixth Amended and Restated Intergovernmental Agreement</u> (Resolution 2021-06, adopted December 6, 2021) and the <u>Fifth Amended and Restated Bylaws</u> (effective October 12, 2023), the term of the appointed At-Large Director is three years. Patrick Vaughn was originally appointed in 2022, and his current term is set to expire this month.

Patrick has served actively not only as the At-Large Director but also as the current President of the RHA Board. Under his leadership, the Board has advanced several key regional housing priorities, including—but not limited to—the development of programmatic solutions such as the Catalyst Fund and the Catalyst Revolving Loan Fund (in collaboration with the La Plata Economic Development Alliance), convening regional Housing Summits, launching the S.T.E.E.R. initiative, and strengthening intergovernmental coordination across jurisdictions. His continued engagement and steady leadership have been invaluable to the success of the RHA and instrumental in advancing its mission and strategic initiatives.

REQUESTED ACTION:

For Board consideration, it is recommended that the RHA Board of Directors approve the renewal of Patrick Vaughn's appointment as the At-Large Director for an additional three-year term, extending through June 2028.

A formal motion and vote will be required to confirm this reappointment in accordance with the RHA's governing documents.

The Regional Housing Alliance (RHA) of La Plata County is a multi-jurisdictional agency created in 2004 by an Intergovernmental Agreement (IGA) between La Plata County, City of Durango, Town of Bayfield, and Town of Ignacio. The RHA's mission is to facilitate and support the preservation, rehabilitation, and development of appropriate affordable/attainable housing for the workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities. (970) 828-HOME | P.O. Box 2445 Durango, CO 81302 | laplatahousing.colorado.gov





May 18, 2025

TO: RHA Board of Directors

FROM: Eva Henson, Soluvera LLC

RE: 2025 RHA Housing Summit - Post Event Summary & Actionable Insight Report

Summit Theme & Overview

The 2nd Annual Southwest Housing Summit was held on April 29, 2025, at the DoubleTree by Hilton in Durango, Colorado. This year's theme, "Shared Vision. Local Action: Shaping Our Housing Future Together," highlighted the critical need for collective effort and collaboration among diverse stakeholders to address the region's housing challenges. The one-day event convened over 130+ attendees including housing leaders, local officials, developers, realtors, lenders, residents, non-profits and community advocates from across the Southwest region and beyond to explore practical, actionable strategies. Key topics included modular construction, zoning reform, innovative financing models, and showcases of local housing projects that exemplify solutions to affordability and attainability. The keynote address was delivered by M. Nolan Gray, Research Director of California YIMBY, who underscored the importance of shifting community perspectives from NIMBY ("Not In My Backyard") to YIMBY ("Yes In My Backyard") to get community buy-in. Nolan's presentation was followed by a meet-and-greet session, offering attendees a valuable opportunity for direct engagement. Overall, the Summit successfully fostered collaboration and shared learning, setting a strong foundation for continued progress in affordable housing across Southwest Colorado.

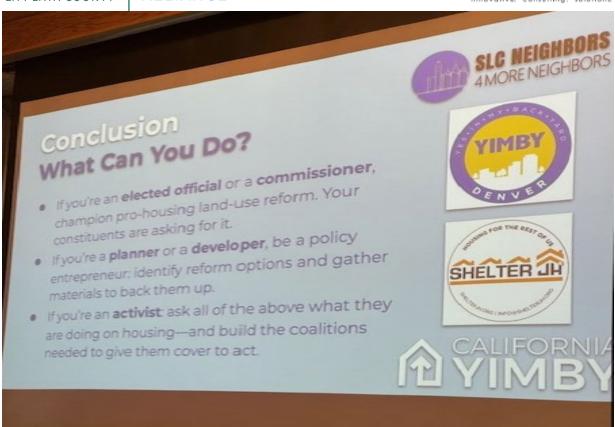
Keynote Speaker: M. Nolan Gray, Research Director, California YIMBY

Nolan Gray delivered an engaging keynote on zoning reform and how communities can shift from NIMBY to YIMBY mindsets to support more inclusive housing development. Attendees also had the opportunity to connect with Nolan during a post-keynote meet and greet.

Durango Herald Article: California city planner and author warns of NIMBYism's pitfalls in Durango. (Thursday, May 15, 2025)















Ticket Sales Summary

Total Tickets Sold: 142

Attendees: 134

Paid Tickets Sold: 88

Early Bird: 41 (\$70 each)

o General Admission: 47 (\$75 each)

Complimentary Tickets: 54

o Of which 17 were scholarships

Gross Sales: \$6,980.62

• Eventbrite Service Fee: \$390.80

• Eventbrite Payment Processing Fee: \$197.02

• Net Ticket Revenue: \$6,392.80

DoubleTree Food & Beverage & Budget

A detailed review of the Housing Summit's catering costs, food quantities, and waste was conducted to ensure accuracy and identify opportunities for improved planning. The final charges aligned with budget expectations. Key takeaways from this review are provided below to inform future event budgeting and logistics:

Breakfast:

Planned for 150 attendees, about 100 breakfast items were ordered. Leftovers indicate room to reduce quantities without impacting attendee experience.

Lunch:

Lunch accounted for 142 attendees plus 8 additional day-of tickets. Around 12 no-shows resulted in approximately 20 boxed lunches leftover, which were donated. Most leftovers were chicken salad and assorted sandwiches. Tracking attendance may allow future adjustments.

Networking Reception:

Drink tickets (beer, wine, well drinks) were underutilized—43 used versus 100 estimated—adding to cost savings.

The Housing Summit was supported by several key sponsors, which helped offset event costs and expand programming. **Sponsorship contributions included: Total = \$24,000**

- Platinum Sponsor National Association of Realtors/Durango Area Association of Realtors – Housing Opportunity Grant (\$7,500)
- Gold Sponsor First Southwest Bank (\$5,000); The Colorado Health Foundation (\$5,000);
- Silver Sponsor Colorado Housing and Finance Authority (\$3,500)
- Bronze Sponsor Wells Group (\$1,500); Enterprise Community Partners (\$1,500)
- Community Sponsor Maria's Bookshop pre-purchased Nolan Gray's book and provided onsite POS, making the book available for purchase at the event.





Budget Summary:

Final costs totaled \$8,968.90, coming in \$1,531.10 under the \$10,500 summit planning budget. This is only \$38.55 more than last year's total, despite higher attendance and expanded programming.

- La Plata Economic Development Alliance Staff Support: LPEDA staff provided assistance and support with event coordination, communications, and logistics, contributing to the success of the Housing Summit.
- **Interpretive Services** Support was provided to ensure accessibility and equitable participation. Two attendees utilized the translation services offered during the event.

Key Themes and Takeaways

Following the Housing Summit, a post-event survey was distributed to attendees to gather feedback on the event's value, relevance, and impact. Nearly 30 responses provided valuable insights into what resonated with participants, areas for improvement, and how future summits can better support regional housing solutions. Survey feedback highlighted the critical importance of cross-sector collaboration and recommended enhancing community engagement by elevating the voices of frontline workers, service providers, and residents most affected by housing challenges. Key themes from the survey are summarized below.

1. Networking & Collaboration

- Most highly rated aspect of the Summit.
- The pre-summit networking event, in collaboration with Housing Colorado, was attended by over 40+ people and many expressed a strong interest in seeing a similar event included in future summits.
- Attendees valued the opportunity to connect with housing leaders, local officials, and peers.
- Suggested improvements included structured engagement, such as:
 - Sector-based breakout groups (e.g., finance, planning, development)
 - Facilitated roundtables with guided questions.

2. Relevance of Content

- Sessions were widely rated as "Very Relevant" across all focus areas:
 Planning | Finance | Development | Policy
- Keynote by Nolan Gray and Modular Construction panel were repeatedly mentioned as highlights.





- Appreciation for local project showcases sharing real-project strategies and outcomes was relevant.
- Allow more time for audience Q&A, as several attendees noted that deeper discussion and dialogue would enhance understanding and engagement.

3. Requests

- Several attendees suggested scheduling the event on Monday and Tuesday, with optional programming on Monday or Tuesday, to give attendees time to enjoy the Southwest Colorado region while also extending opportunities for learning and connection with the weekend beforehand.
- Requests for:
 - A way to connect with other attendees: inquiring if the attendee names, entity and email addresses can be shared in advance/and or after (e.g. Whova app)
 - Implementation-focused sessions (e.g. community engagement best practices)

4. Engaging Historically Underrepresented Groups

- Feedback emphasized the need for greater visibility and inclusion of:
 - Very low-income populations
 - Service providers (e.g., Manna, Housing Solutions)
 - Frontline workforce (e.g., tourism, service, seasonal)
- Recommendation to include sessions on:
 - Affordable rental development
 - o Tenant-landlord dynamics
 - Equity and accessibility in housing initiatives

5. Venue & Event Logistics

- Overall feedback from the Summit was positive, with a few specific comments noted:
 - Food waste Some attendees expressed a preference for buffet-style meals over boxed lunches to reduce waste. (Note: All leftover boxed lunches were donated to Manna, ensuring they were put to good use.)
 - Venue suggestion to explore alternatives to the DoubleTree that could provide options for breakout sessions.





Opportunities for RHA

Based on feedback gathered from summit attendees and survey responses, the RHA could consider the following actions to build on the event's success:

- Distribute presentation slides to attendees for ongoing reference.
- Offer recorded sessions as a benefit included with ticket purchase, allowing attendees to revisit content after the event.
- Encourage attendees to register for the RHA e-newsletter to keep informed about ongoing initiatives, funding opportunities, and upcoming events.
- Share summary notes and key takeaways from board members at an upcoming RHA retreat.
- Offer a call for session proposals well in advance the summit to gather innovative ideas, promote engagement, and ensure a wide range of relevant topics.
- Sharing of attendees' information in advance and after (Whova app or Eventbrite)
- Explore opportunities to involve community members directly, such as residents or advocates, in panels or advisory roles.

Recommendations for Enhancing Future Housing Summits

To continue elevating the impact of the RHA Housing Summit and ensure alignment with regional housing goals, the RHA Board may consider the following focus areas and strategies:

Facilitate Action-Oriented Breakout Sessions

Incorporate breakout sessions designed to identify shared priorities and define actionable next steps across jurisdictions and sectors, reinforcing the RHA's role in fostering regional collaboration.

Integrate Regulatory and Elected Leadership

Invite participation from regulatory agencies and elected officials in panels or roundtables to deepen engagement and build consensus on housing solutions that reflect local and state dynamics.

Elevate Policy and Legislative Focus

Dedicate specific sessions to zoning reform, land use innovation, and Colorado housing legislation to inform stakeholders, encourage dialogue, and support alignment on key housing policy issues across the region and beyond.





• Explore Extended Summit Format

Consider expanding the event to 1.5 days to allow for more in-depth discussions, peer networking, and regional learning opportunities that enhance the value of participation.

Convene a Planning Stakeholder Group

Form a working group of past attendees and key partners to support early-stage planning for the next summit. This group would advise on workshop design, speaker selection, and topic relevance—ensuring programming reflects the unique needs, scale, and priorities of the region. Their engagement would directly support the RHA's strategic goals and planning capacity.

These strategies and actionable insights, informed by input from participants and stakeholders, position the RHA to enhance its events in ways that align with and promote its mission.

ATTACHMENTS:

- Financial Breakdown 2025 and 2024 Comparison
- Housing Summit Pictures

FINANCIAL SUMMARY 2025 HOUSING SUMMIT				
At-A-Glance				
TOTAL INCOME	\$	30,980.62		
TOTAL EXPENSES	\$	28,964.40		
TOTAL NET REVENUE	\$	2,016.22		

INCOME	
Item Description	Amount
Ticket Sales	
TOTAL	\$ 6,980.62
Sponsorships	
NAR/DAAR	\$ 7,500.00
1st SW Bank	\$ 5,000.00
THE COLORADO HEALTH FOUNDATION	\$ 5,000.00
CHFA	\$ 3,500.00
WELLS GROUP	\$ 1,500.00
ENTERPRISE COMMUNITY PARTNERS	\$ 1,500.00
TOTAL	\$ 24,000.00
TOTAL INCOME	\$ 30,980.62

EXPENSES	
Item Description	Amount
Catering	
Food and Beverage	\$ 8,968.90
TOTAL	\$ 8,968.90
Keynote Speaker	
TOTAL	\$ 3,000.00
Interpretive Services	
TOTAL	\$ 1200.00
Summit Program Printed	
TOTAL	\$ 538.65
Other Expenses	
LPEDA Staff	\$ 3,388.75
Soluvera	\$ 10,000.00
HomesFund Videography (50%)	\$ 800.00
Misc conf supplies	\$ 80.28
Pre-summit co-sponsor with Housing	\$ 400.00
Colorado	
Fees on EventBright tix sales	\$ 587.82
TOTAL	\$ 15,256.85
TOTAL EXPENSES	\$28,964.40
	•

FINANCIAL SUMMARY 2024 HOUSING SUMMIT				
At-A-Glance				
TOTALINCOME	\$	23,206.28		
TOTAL EXPENSES	\$	14,389.20		
TOTAL NET REVENUE	\$	8,817.08		

INCOME		
Item Description	Amount	
Ticket Sales		
TOTAL	\$	2,206.28
Sponsorships		
1st SW Bank	\$	3,000.00
DAAR	\$	2,500.00
CHFA	\$	5,000.00
Colorado Health Foundation	\$	5,000.00
Boettcher Foundation	\$	5,000.00
Project Moxie	\$	500.00
TOTAL	\$	21,000.00
TOTAL INCOME	\$	23,206.28

EXPENSES		
Item Description		Amount
Catering		
Food and Beverage	\$	8,930.35
TOTAL	\$	8,930.35
Lodging & Travel		
TOTAL	\$	1,361.79
Consultants misc (translation)		
TOTAL	\$	505.00
Printed Materials		
TOTAL	\$	720.70
Incidentals		
Keychains	\$	330.00
Pint Glasses	\$	427.90
Gift cards	\$	625.00
Photographer	\$	780.00
Misc conf supplies	\$	411.16
Reception	\$	254.23
Fees on EventBright tix sales	\$	43.07
TOTAL	\$	2,871.36
TOTAL EXPENSES		\$14,389.20

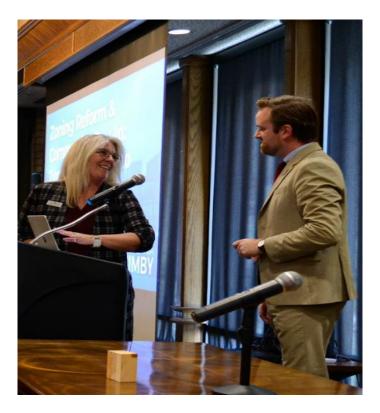






























June 12, 2025

TO: RHA Board of Directors

FROM: Eva Henson, RHA Contract Director

RE: La Plata Housing Needs Assessment & Housing Action Plans (SB24-174) Overview

BACKGROUND:

This memo provides information at a high-level overview to update the RHA Board regarding the status of key housing planning initiatives, state compliance requirements, and related funding opportunities. Specifically, it covers the La Plata Housing Needs Assessment (HNA) and its alignment with SB24-174 requirements, the upcoming jurisdiction-specific Housing Action Plans (HAPs), available Housing Planning Grant funding opportunity, along with suggested recommendations and potential next steps for the RHA Board's consideration.

1. La Plata Housing Needs Assessment (HNA) & SB24-174 Compliance

- The <u>La Plata County HNA</u> was completed by Root Policy Research (Root Policy) in February 2025 and approved by the RHA Board in March 2025.
- Because key components of SB24-174 guidance were released after Root Policy began their work, the current HNA does not fully meet the new statutory requirements.
- A courtesy review by the Department of Local Affairs (DOLA), through the Division of Local Government, confirmed that several required elements for SB24-174 compliance are missing from the La Plata HNA.
- Root Policy estimates that updating the La Plata HNA to comply with SB24-174 will take
 8–12 weeks and cost approximately \$15,000. They have indicated availability to begin this work later this summer (e.g., August 2025), if the RHA wishes to proceed.

Contact: Mollie Fitzpatrick, Root Policy Research — mollie@rootpolicy.com



2. Summary of DOLA Courtesy Review of La Plata Housing Needs Assessment (La Plata HNA)

The Colorado Department of Local Affairs (DOLA), Division of Local Government, has completed a courtesy review of the La Plata HNA and determined that it <u>does not meet</u> the standard of "Substantial Conformity" as outlined in SB24-174. A detailed memo outlining the findings and rationale is included (Attachment 1).

Under SB24-174, all local governments are required to conduct and publish a Housing Needs Assessment that conforms to DOLA's adopted methodologies by **December 31, 2026**, and to update the assessment every six years thereafter.

Key Required Additions Summary:

- Accessible and Supportive Housing Needs: include breakdowns by income level and unit type using American Community Survey (ACS) and Comprehensive Housing Affordability Strategy (CHAS) data.
- **Displacement Risk Assessment:** address factors such as cost burden, overcrowding, and prevalence of disability.
- Jurisdictional Allocation of Future Housing Needs: account for economic interdependence across jurisdictions in allocating projected housing demand.
- Policy Recommendations: provide strategies to address displacement risk and identified housing gaps.

Recommended (Not Required):

- Market limitations (zoning, labor, infrastructure)
- Water supply estimates
- Homelessness data (PIT counts, school districts, service providers)

Contact: Mark Williams, DOLA/Division of Local Government Lead Land Use Technical Assistance Planner — mark.l.williams@state.co.us



3. Housing Action Plans (HAPs)

- SB24-174 requires jurisdictions with populations over 5,000 (e.g., the City of Durango and La Plata County) to adopt individual Housing Action Plans (HAPs) by January 1,
 2028.
- HAPs must be jurisdiction-specific and cannot be regional; each town, city, or county must adopt its own plan, even if participating in a shared HNA.
- Preliminary cost estimates from Root Policy suggest HAP development will range from \$45,000 to \$75,000 per jurisdiction.
- Each HAP must be adopted through a public hearing process, with public comments documented and submitted as part of the adoption.
- DOLA is expected to release detailed HAP guidance by late June 2025; it is
 recommended that the four government partners within the RHA closely monitor this
 release to understand requirements and applicability.
- Eva Henson and Shak Powers (Region 9) have recently participated in DOLA working groups to provide feedback on the development of this upcoming state guidance.

Contact: Mark Williams, DOLA/Division of Local Government Lead Land Use Technical Assistance Planner — mark.l.williams@state.co.us

4. Housing Planning Grant Opportunity (June 9–July 11, 2025)

SB24-174 established this <u>Housing Planning Grant Program</u>, offering approximately \$11.1 million statewide with a 25% local match requirement.

- **RHA Eligibility:** As a regional entity, the RHA is eligible to apply for funding to update the regional La Plata HNA. However, funding for HAPs appears limited to jurisdiction-specific applications under SB24-174.
- Follow-up with DOLA is recommended for clarity on funding eligibility.



Application Requirements:

- Grant applications are encouraged to adopt a Resolution authorizing approval to submit (DOLA sample attached, Attachment 2).
- Letters of Support (LOS) are needed from participating jurisdictions to include with the application.
- Letters of Commitment (LOC) are needed if participating jurisdictions provide local matching grant funds.
- HNAs must be adopted at a public meeting by each jurisdiction (e.g. City of Durango, La
 Plata County, Bayfield, Ignacio). A resolution is not required but encouraged.
- Submission to the state portal will follow; DOLA staff can provide clarity with timing.

Contact: Ashley Basham, DOLA/Division of Government Housing & Transit Grant Program Manager, ashley.basham@state.co.us

5. Region 9 Coordination

Region 9 Economic Development District is expected to apply for Round 2 funding to develop a standardized Housing Needs Assessment (HNA) template for Southwest Colorado. This effort is supported by a recent Colorado Housing and Finance Authority (CHFA) grant award of \$26,968.

 To avoid duplication and maximize alignment, ongoing coordination is recommended between Region 9's efforts and any future regional La Plata HNA work pursued by the RHA.

Contact: Shak Powers, Regional Projects Manager Region 9 Economic Development District, shak@region9edd.org



6. Suggested Recommendations & Potential Next Steps

• Grant Funding & La Plata HNA Compliance with SB24-174:

- It is recommended that RHA coordinate closely with Region 9 to avoid duplication and explore opportunities for alignment.
- Continue to monitor upcoming rounds of the Housing Planning Grant program, including the anticipated Round 3 later in 2025.
- If RHA chooses to pursue funding to update the La Plata HNA, early engagement with the grant manager is advised to clarify requirements and ensure the proposed scope aligns with SB24-174 guidance.

Housing Action Plans (HAPs):

 Monitor the forthcoming DOLA guidance, expected in late June 2025, to gain further clarity on requirements and applicability for each of the four government partners.

RHA Updates:

- Continue to monitor guidance and communications from DOLA/Division of Local Government related to SB24-174 compliance and available funding opportunities.
- Share timely updates and key takeaways with the RHA Board at future meetings to support informed decision-making and strategic planning.

ATTACHMENTS:

- Attachment 1 DOLA SB24-174 Courtesy Review Summary (La Plata County HNA)
- Attachment 2 DOLA Sample Resolution Template



DISCLAIMER:

This memo is intended for informational purposes only and provides a high-level overview. The Regional Housing Alliance (RHA) should consult the appropriate contacts listed within this memo for any follow-up or clarification regarding SB24-174 compliance, funding opportunities, associated costs, consultant availability, and related regional efforts.

The Regional Housing Alliance (RHA) of La Plata County is a multi-jurisdictional agency created in 2004 by an Intergovernmental Agreement (IGA) between La Plata County, City of Durango, Town of Bayfield, and Town of Ignacio. The RHA's mission is to facilitate and support the preservation, rehabilitation, and development of appropriate affordable/attainable housing for the workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities. (970) 828-HOME | P.O. Box 2445 Durango, CO 81302 | laplatahousing.colorado.gov



MEMORANDUM

To: Eva Henson

From: Mark Williams, Lead Land Use Technical Assistance Planner, DOLA

Date: 4/8/2025

Re: La Plata County Courtesy Housing Needs Assessment Review

Thank you for submitting your pre-existing Housing Needs Assessment (HNA). This memorandum provides a review of La Plata County's HNA by DOLA's Community Development Office and the standards outlined in SB24-174. Our review has identified that additional information is needed, and the HNA will require an amendment and resubmission. DOLA has outlined the missing data and provided sources to help achieve Substantial Conformity with SB24-174 below. Achieving Substantial Conformity will ensure your HNA meets the requirements of the law, allowing your jurisdiction to avoid the need for a new HNA by December 31, 2026, as required by statute. Per C.R.S. 24-32-3704(2), within sixty days of receiving the regional housing needs assessment, a local government's governing body shall review the assessment at a public meeting and shall submit comments to the regional entity.

DOLA has published guidance to support the completion of HNAs that comply with SB24-174 (see the additional resources section at the end of this memo). These sources offer further explanations that may be helpful in filling in missing information. Not all of the below data may apply to all jurisdictions, particularly smaller areas with more limited data availability, but the Technical Assistance Unit within DOLA will work with your jurisdiction to help complete the assessment.

DOLA has determined that La Plata County's HNA falls into the Conditional Approval category. This means much, but not all, of the required outputs have been provided. DOLA staff will work with your jurisdiction and consultant, if desired, to reach Substantial Conformity with SB24-174. Please resubmit the HNA for DOLA review with the requested information.

Thank you for your work to guide your community through this important planning process and for the opportunity to provide comments on La Plata County's Housing Needs Assessment. As mentioned above, feel free to email me at mark.l.williams@state.co.us or call me at 720-793-2405 with any questions.



Summary Review

Compliance status

- ☐ Substantial conformity
- Conditional approval

Missing SB24-174 HNA Required Outputs

- ☑ Estimate housing needs sorted by income level and dwelling type:
 - Accessible Unit Needs
 - Supportive Unit Needs
 See page 52 of the HNA Guidelines for the format for this, and more information is below. Visitable Unit counts are not required to regional HNAs, so only accessible and supportive units are required to be counted.
- ☑ Distribute housing needs across jurisdictions based on job availability and local economic dependencies, among other factors.
- ☑ Identify displacement risk see below for more information.
- ☑ Housing needs assessments must also include "recommended policy and programmatic responses to the findings of the housing needs assessment, including the assessment of displacement risk.

Recommended Outputs

- ✓ Market Limitations*
- ✓ Water Supply*
- □ Other

Missing HNA Data and How To Include it

This section provides a summary of the information that is frequently missing from early Housing Needs Assessment (HNA) submittals, including data about accessible, visitable, and supportive units, homelessness, water supply, and market limitations. The Department of Local Affairs will work with local governments to have the information in place and ready when governments prepare their Housing Action Plan (HAP).

^{*}Additional categories not required by statute, but recommended for inclusion.



The commonly missing datasets are listed below, with links and access to the needed information. Links to the <u>SB24-174</u> statue and to the <u>DOLA HNA Guidelines</u> <u>12.30.24.pdf</u> DOLA HNA Guide are provided here for reference. The HNA Guide has a checklist format at the end of the document, along with an extensive list of data sources, to provide additional resources.

Required Outputs

1. Accessible Unit Needs

<u>Statute Language</u>: Sections 24-32-3703 requires that housing needs be sorted by income level and dwelling type, including accessible and supportive units.

<u>Data Source</u>: Data on existing accessible units does not exist, unless governments specifically track this information, as requires secondary or proxy data metrics. Example estimate: Utilize data from the Census ACS or HUD's CHAS data on households occupied by person(s) with disabilities for the geography to estimate the percentage of future housing needs that should be visitable/accessible. Local surveys of households can be used to estimate accessible unit needs, as well as the percentage of existing residents that could use assistance renovating current homes to be accessible.

ACS data: https://www.census.gov/programssurveys/acs/data.html
CHAS data: https://www.huduser.gov/portal/datasets/cp.html

2. Supportive Units

<u>Statute Language</u>: The existing shortage of supportive units can be roughly estimated from data on homeless persons and families, however this data is not available in sufficient detail for many counties and jurisdictions. Data on existing visitable (for local HNAs only) and accessible units does not exist, unless local governments specifically track this information.

Data from two sources provides acceptable proxy data: The Census ACS or HUD's CHAS data on households occupied by person(s) with disabilities for the geography can be used as a substitute to estimate the percentage of future housing needs that should be provided as accessible or supportive.



HUD receives custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. These data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low-income households. Access to CHAS requires registration with HUD.

CHAS - https://www.huduser.gov/portal/datasets/cp.html ACS - https://www.census.gov/programs-surveys/acs/data.html (In the ACS search page you can find data related to your jurisdiction by entering its name in the search bar in the upper right hand corner).

In future HNAs, local surveys of households can be used to estimate visitable and accessible unit needs, as well as the percentage of existing residents that could use assistance renovating current homes to be visitable/accessible. Local research may also provide insight on existing resident households that could use assistance renovating current homes to be visitable and accessible.

3. Displacement Risk

<u>Statute Language</u>: Section 24-32-3702(1)(e)(I) is a requirement that housing needs assessments include recommended policy and programmatic responses to the findings of the housing needs assessment, including the assessment of displacement risk.

<u>Data Source</u>: The State and its consultants have created an index of metrics to collectively provide a measure of displacement risk. This index uses data from HUD, the Census and CDC/ATSDR, a division of the Centers for Disease Control which developed the data to identify socially vulnerable communities and populations. The ATSDR data is available at both the county and census tract level: DOLA will accept both geographies, as determined by the local government.

These 11 measures are publicly available at the locations shown in the document linked here: <u>Displacement Risk Indicator Values</u>.

<u>How to present the data</u>: Preferred presentation is a table in the following format:



DISPLACEMENT MEASURES

(create new rows within table as needed)

Displacement Measure	Amount
Households making at or below 30%, 50%, and 80% AMI	
Renter Occupied Households	
Housing cost-burdened occupied housing units with annual income less than \$75,000 (30%+ of income spent on housing costs)	
Persons (age 25+) with no high school diploma estimate, 2018-2022 ACS	
Persons (age 5+) who speak English "less than well"	
Single-parent household with children under 18 estimate	
Housing stock built prior to 1970	
Race and Ethnicity	
Overcrowded (more people than rooms)	
Civilian noninstitutionalized population with a disability estimate	

Note: Please use this <u>Displacement Risk data dictionary</u> link to understand headers in the CDC/ATSDR data columns when needed. All of the column headings are abbreviated and some are difficult to decipher, and the key starts on page seven.

Recommended Data

4. Persons Experiencing Homelessness

<u>Statute Language</u>: Section 24-32-3702(2)(i) The methodologies for estimating housing needs in housing needs assessments must be based on the following baseline components for each region and local government: Measures of homelessness and housing instability.



<u>Measurement and Source</u>: How many individuals and families are experiencing homelessness, and what are the main causes (e.g., lack of affordable housing, unemployment, mental health issues, substance abuse)?

Data Source:

- 1. Local service organizations: Qualitative data that will require direct interactions with employees and volunteers of these organizations.
- 2. PIT counts: https://www.hudexchange.info/homelessnessassistance/data/
- 3. HMIS data: https://www.cohmis.org/
- 4. Homeless student count and trends (if available): Colorado Department of Education McKinney Vento counts:

https://www.cde.state.co.us/studentsupport/homeless_index

Recommended Outputs

5. Market Limitations

<u>Statute Language:</u> Assess market limitations in the development of housing in the local government's jurisdiction.

There is no specific guidance in the statute language, but understanding market limitations on housing development helps identify challenges and opportunities for expanding housing options within a community and should be used to help guide the HAP.

Data Source: Sources of this data can include:

- Review of local zoning and subdivision regulations
- Planning processes
- Infrastructure limitations
- The cost of development
- Construction labor and materials supply challenges
- Other factors affecting affordable housing production.

Due to data limitations and the expertise required for a detailed analysis of this topic, this component of an HNA is typically qualitative in nature.



6. Water Supply Needs

<u>Statute Language</u>: Estimate water supply needs (water supply needs for existing dwelling units and estimated housing needs [reported in I and II, above], using per capita usage rates identified in consultation with the Department of Natural Resources).

Estimate Water Supply Needs for Dwelling Units. For the purposes of HNAs, local and regional governments may use a simple formula for calculating residential water supply needs: gallons per capita per day (GPCD) multiplied by population. This method is only a first step, however, in assessing the magnitude and range of potential water supply needs related to housing.

Residential water demand = (residential population) x (residential GPCD). It is recommended that local governments and regional entities use this calculation to estimate housing water supply needs, but also acknowledge that local governments and regional entities will need to consider a range of water supply needs to fully evaluate their total water needs/demands (e.g. commercial, industrial and institutional water demands). To understand a range of future needs, local governments and regional entities need to consider their baseline conditions, what they expect to change, and expected success rate of water conservation efforts in reducing demands.

Local governments wishing to use the HNA as an opportunity to prepare for the water supply section in forthcoming comprehensive plan updates should contact Scott Williamson - DOLA for more information.

Additional Resources

HNA Checklist - a good go-to guide for navigating many of SB24-174 requirements.

These other resources are also available:

- Final Guidance for HNA + HAP Baseline Requirements
- Housing Needs Assessment Guide for Colorado Communities
- Displacement Risk Assessment Guidance
- DOLA Displacement Risk Assessment Public Participation Report
- Preliminary Compliance Guidance Strategy Menus

RESOLUTION NO. 2025-CITY/TOWN/COUNTY TRUSTEES/COUNCIL, OF , COLORADO

A RESOLUTION APPROVING A FUNDING PROPOSAL SUBMISSION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS HOUSING PLANNING GRANT PROGRAM FOR THE [INSERT DEPARTMENT/DIVISION] TO COMPLETE A [INSERT HOUSING NEEDS ASSESSMENT/HOUSING ACTION PLAN/STRATEGIC GROWTH ELEMENT OF THE COMPREHENSIVE PLAN]

WHEREAS, [insert: City/Town/County], Colorado is a [insert: statutory or home rule] municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado and is eligible for Housing Planning Grant Program funding; and

WHEREAS, there exists a funding opportunity to help local governments and regional entities develop SB24-174 compliant housing needs assessments, housing action plans, and comprehensive plans; and

WHEREAS, the [insert: City/Town/County] has set a commitment to develop a compliant [insert: Housing Needs Assessment/Housing Action Plan/Comprehensive Plan] as defined in SB24-174; and

WHEREAS, the [insert: Division/Department/Agency] plans to submit a grant application to the Colorado Department of Local Affairs (DOLA) for the SB24-174 Housing Planning Grant Program on [insert date]; and

NOW, THEREFORE, BE IT RESOLVED by the [insert: governing body] of ____, Colorado, to commit the sum of [insert: matching funds amount]:

- 1. The [insert: governing body] approves the submission of the application for funding from the Colorado Department of Local Affairs on behalf of [insert: City/Town/County] to fund an SB24-174 compliant [insert: HNA/HAP/strategic growth element of a comprehensive plan] through the Housing Planning Grant Program as defined by C.R.S. §§24-32-3701 24-32-3711.
- 2. The [insert: governing body] hereby appropriates [insert: amount of matching funds] from [insert: funding source] to meet the matching funds requirements set forth by the Colorado Department of Local Affairs Housing Planning Grant Program.

Adopted this _	day	of	, 20	<u></u> ·	
ATTEST:	TOWN/CI	TY/COUNTY	OF	, STATE OF COLORAI	OO:
Name, City/T	own/County	Clerk		Name,	<mark>Mayor</mark>







ACKNOWLEDGMENTS

This strategic plan was created through technical assistance provided to the Regional Housing Alliance of La Plata County through the Colorado Division of Housing (DOH) Affordable Housing Toolkit for Local Officials program. It was developed through strategic worksessions with the RHA Board in October 2023.





THE MARKET AND POLICY LANDSCAPE

Several external factors shape the market conditions and strategic context for our work. The RHA board assessed several of the most significant, as outlined below.

Challenging to Navigate State and Federal

Funding. ARPA funds, which provided a needed boost in capacity for housing work - including funded local positions - end in mid-2024. Similar federal sources are unlikely in the current environment, creating a hole that is difficult to fill. While Prop 123 Funding is coming online - and all local jurisdictions are eligible, the processes and roll out of Prop 123 funds have been confusing and sources are oversubscribed. State and federal funding remain important, but have challenges.

Interest Rates Reduce Investment and Increase Costs. Rising interest rates - from 4.5% to more than 8% - are impacting homebuyers with higher mortgage payments. Higher rates for construction and financing are increasing costs and slowing down market production. RHA Board Members note that this environment suggests a patient approach that works on current opportunities, while also positioning for the future when conditions are more favorable.

Challenging Regional Market Dynamics. High costs of labor and materials, and the lack of production builders, are regional challenges that contribute to higher costs and reduced production. Greater numbers of vacation rentals and second homes increase pricing and push market production towards high-end products.

Infrastructure Needs and Limitations.

Infrastructure remains a significant barrier to new development as well as repurposing of existing buildings or properties. Federal funding for infrastructure presents an opportunity to address these needs, but in many cases, work is needed to connect these funds with capital projects that also align with housing goals.

Lack of Choices, Inventory, and Affordability. Our market dynamics reflect an unbalanced market lacking sufficient supply and diversity overall, leading to a severe lack of homes that are affordable to middle- and lower-income households.

Growing Need for Gap Finance. These conditions require commitment to creating: (a) conditions that support a more balanced market, and (b) resources and capacity to increase the availability of belowmarket housing. The latter need is best met with flexible funding that can increase the feasibility of delivering below-market homes (rental and ownership). In light of state and federal funding dynamics, local funding is increasingly the key to success.

RHA POSITIONING: RESPONDING TO SHARED CHALLENGES AND OPPORTUNITIES

While the external factors above are largely out of our control, there are several regional needs the RHA is positioned to influence and respond to. While all represent opportunities, some have headwinds and will require more effort to gain traction, while others benefit from tailwinds of existing progress and momentum. Together, they shape our strategic priorities for 2024 and beyond.

TAILWINDS: OPPORTUNITIES TO BUILD ON CURRENT PROGRESS AND MOMENTUM.

Build on Effective Collaboration. The RHA provides a key hub for productive collaboration on local and regional housing issues. Current support and momentum for working together on regional approaches should be leveraged and stewarded by the RHA. Since reconvening, the RHA has coordinated technical assistance, grant writing, program development, and training opportunities for its local government entities. This work has improved collaboration and built shared capacity, creating immediate value. It should continue.

Current Momentum and Political Will. Currently, there is momentum as well as community and political support for the RHA and housing work more broadly. Demonstrated action as well as effective communication and outreach are needed to sustain and build on current support.

Communication, Education and Outreach. A lack of understanding and awareness makes current community and political support for housing tenuous. Additional work is needed to build support for local funding and minimize opposition to future below market projects.

Leveraging Existing Housing Strategies and Organizational Infrastructure. Existing plans, including the 3-Year Workforce Housing Investment Strategy (LINK), provide valuable tools and direction to guide our efforts. Relatedly, we have a robust network of housing entities that is positioned to respond to many of our current needs.

Opportunity to Provide Tax Exemption for Future Low-Income Housing Tax Credit (LIHTC)

Developments in the region. The RHA is uniquely positioned as a housing authority to provide limited partnership and property tax exemption to future low income housing tax credit projects. This creates modest fees and significant leverage over future projects. This also lends itself to coordinating regional LIHTC applications and minimizing more than one application being submitted per round.

HEADWINDS: OPPORTUNITIES TO OVERCOME KEY CHALLENGES AND BARRIERS TO PROGRESS

Address the Need for Dedicated Local Funding. Currently, our communities lack dedicated funding streams to invest in below market housing, which increasingly relies on local funds for matching state and federal funds, gap financing, and delivery of local programs and services.

Local Development Policies and Procedures.
Plans, policies and procedures that shape local development are increasingly important moving forward. Improvements and baseline best practices are required for Prop 123 and Strong Communities funds. As a regional body composed of local jurisdictions, the RHA is in position to help guide a coordinated effort.

RHA's Primary Value

Convener & Hub for Regional Collaboration Address Funding Needs

Capacity for Regional Housing Work

Pursue/Coordinate Opportunities (TA, grants, etc)

Elevate Awareness & Support for Housing

Enable Public Private Partnerships

Current Priorities & Areas of Focus

Build on Current Collaboration Funding + Resources

- · State and Federal Grants
- Dedicated Local Funding
- Other sources / programs / support

Enable Improvements to local policies Tax exemption authority

STRATEGIC PRIORITY 1

PROVIDE LEADERSHIP IN ATTAINING FUNDING

The RHA plays a key role in pursuing grant funds (and other resources) to address regional housing needs. In addition, creating a dedicated source (or sources) of local funding is a priority for the RHA. Given its role, jurisdictional make-up, and regional orientation, the RHA is well positioned to play a central and/or coordinating role in both of these areas.

Goal 1: Create dedicated funding for affordable housing projects and programs

Strategy 1. Complete due diligence work in a way that addresses key questions, builds engagement and support, and provides a clear path forward.

1. Pass Resolution. Pass a resolution to articulate RHA's commitment to creating dedicated local funding.

LEAD: RHA Staff and Board. TIMING: Dec 2023

- **2.** Clarify and communicate regional housing needs. Update understanding of needs to be able to clearly articulate the problem and need for local funding.
 - Number of units needed for rental and ownership
 - Scale of funding needed to address local needs
 - · Range of needs across AMI levels
 - Build on Alliance's Updated Workforce Housing Investment Strategy

LEAD: RHA. TIMING: Nov 2023 - Feb 2024

- 3. Create a STEER Committee (Stakeholder Taskforce for Evaluation and Endorsement of Revenue-streams). Engage regional leaders in an STEER Committee empowered to address key questions and advise on how to move forward, such as:
 - Source and level of funding. Evaluate options and identify recommendations.
 - Uses of funding. Identify how dedicated funds could be used.
 - Structure and decision making. How are funds received and allocated? Who makes decisions about what is funded?

While participants should support affordable housing, the group should reflect diverse viewpoints and backgrounds in the community. This will likely require basic steps to increase access and agency of all involved, including: facilitation, learning sessions, and translation.

LEAD: RHA. TIMING: Feb/Mar 2024

4. Conduct updated polling. Use polling to gauge community sentiment on the support for creating local funding, as well as for potential uses, sources, structure, and decision making.

LEAD: RHA. TIMING: April 2024

- 5. Consistent engagement of jurisdictions and partners. Ensure ongoing communication and collaboration with partners, particularly local governments, to ensure a coordinated approach that ultimately brings key partners together around a path forward.
 - Use resolution to inform and encourage coordinated engagement
 - Provide updates to jurisdictions/partners on progress of working group
 - Engage jurisdictions in determination of if and how to move forward

LEAD: RHA. TIMING: Ongoing

Strategy 2. Build Community Awareness and Support for Dedicated Funding

 Stakeholder Convening. Engage key partners and stakeholders in a meeting about needs, as well as findings and recommendations of the STEER Committee (Stakeholder Taskforce for Evaluation and Endorsement of Revenue-streams).

LEAD: RHA. TIMING: Jan - April 2024

2. Regional Housing Summit. Organize and deliver a regional housing summit that engages the broader community in learning and dialogue about the need and role of local funding and steps being taken to create it.

LEAD: RHA. TIMING April 2024

3. Targeted Engagement. Use focus groups, open houses, or other types of outreach to engage a broader segment of the community, including those who are unable or unlikely to attend a larger workshop or event.

LEAD: RHA. TIMING Ongoing

4. Create Communication Tools and Strategy. Invest in creating basic communication tools to increase awareness and build a strong case for the need for dedicated funding.

LEAD: RHA. TIMING Nov 2023 - Feb 2024

- 5. Build a Broad Coalition of Support. Work with partners to build a broad-based coalition of support. This coalition is best suited to guide subsequent efforts, including leading a successful campaign, which RHA member jurisdictions are not able to engage in. This activity requires attention to key roles and activities, including:
 - Group coordination and, if needed, facilitation.
 - Ongoing and effective communication
 - Development of timelines and activities for grassroots community engagement
 - Basic tools/approaches to increase access and agency of partners (e.g. translation)

LEAD: RHA + partners. TIMING Ongoing

Goal 2: Attain outside funding to support local housing projects and programs.

The RHA, through its partnership with the La Plata Economic Development Alliance, should continue to lead and support local and regional efforts to attain funding, technical assistance, and other resources in support of local and regional housing needs. The opportunities listed below are only some of those that the RHA and its partners can pursue.

Proposition 123 Funds. All jurisdictions in La Plata County opted into Prop 123, opening doors to receive newly created state housing funds. Our region will be more successful with a coordinated approach to pursuing these funds, which the RHA can support.

Low Income Housing Tax Credit projects. The Low Income Housing Tax Credit (LIHTC) program is the largest affordable housing program in the nation. In Colorado, the program is administered by the Colorado Housing and Finance Authority (CHFA). The 9% program provides greater equity for projects, but is competitive. Regions that coordinate LIHTC project opportunities are generally more effective and successful. Here again, the RHA can help coordinate these efforts and add capacity if needed.

Technical assistance and capacity building opportunities. The RHA will continue to coordinate and/or lead efforts to attain technical assistance and capacity building resources. In 2024, one priority will be opportunities that create resources to align local land use policies with affordable housing needs and goals, which is also an important step for Prop 123 Funding.

STRATEGIC PRIORITY 2

POSITION TO LEVERAGE RESOURCES

Goal 1. Develop Program Policies and Procedures for Limited Partnership Activities for Tax Exemption and LIHTC projects.

Strategy 1. Hold a work session on property tax exemption and limited partnership activities. Confirm whether RHA would like to take on this role.

1. Work Session. Coordinate with RHA consultant Jenn Lopez to provide training and guide the board through a conversation on this potential strategy. If the board decided to pursue the strategy, work with consultants to develop policies and procedures and develop legal agreement templates for partnership status. Decide on a fee structure and any other components of a program.

LEAD: RHA TIMING: February 2024.

STRATEGIC PRIORITY 3

ALIGN LOCAL POLICIES WITH REGIONAL HOUSING GOALS

Goal 1. Create a Policy Environment that Supports
Local and Regional Housing Goals

Strategy 1. Coordinate a collaborative effort to align local plans, policies, procedures and investments with local and regional housing goals.

- 1. Create a Planning and Policy Working Group that engages staff from each jurisdiction, as well as additional expertise, that can work together to assess the challenge and offer findings and recommendations. This group will work through several key steps, including.
 - A. Review existing plans and policies with a focus on current or recent efforts to update local policies in support of housing needs, as well as shared goals or principles that are common across various local plans and policies.
 - **B.** Clarify Needs and Challenges. Work with local partners, including developers, housing experts,

planners, who can pinpoint specific challenges in local plans, policies, procedures, or infrastructure practices.

Pursue Funding for Support. While this action does not require outside assistance, the work could be significantly enhanced with outside expertise. The RHA should continue seeking funding or technical assistance focused on evaluating local codes, procedures, and related activities.

- C. Develop Community Planning Principles. Building off of common themes, goals, and strategies, as well as identified challenges, work together to craft a set of Community Planning Principles that outline basic best practices that all jurisdictions can agree upon.
- **D.** Recommend Opportunities for Improvement. Using the work completed, identify a set of opportunities to update or improve local plans, policies, procedures, or related development and investment decisions. For some, the first step may be additional work and study.

In addition to potential reforms within each jurisdiction, this likely also includes identifying ways to improve coordination on land use, transportation, and infrastructure decisions that shape and impact housing costs and feasibility.

LEAD: RHA TIMING: 2025

2. Follow through on policy reform at the local level.

Develop a budget and timeline for working through the changes and opportunities identified. This step must acknowledge the need for each jurisdiction to follow its own political and public engagement processes.

LEAD: Jurisdictions TIMING: 2025



2024 STRATEGIC PLAN GOAL TRACKER

ACTION	RESPONSIBLE	PRIORITY	STATUS	START	END	NOTES
Goal #1: Provide Leadership in Attaining Funding						
1. Pass Resolution	RHA Staff and Board.		Completed	11/1/24	12/23/24	
2. Clarify and communicate regional housing needs – Manage Housing Needs Assessment	RHA	High	Completed	4/1/24	2/10/25	Root Policy Research Completed La Plata HNA
3. Create a STEER Committee (Stakeholder Taskforce for Evaluation and Endorsement of Revenue-streams)	RHA	High	Completed	11/23/24	3/24/24	Reconvened S.T.E.E.R. in 2025
4. Conduct updated polling	RHA	Medium	In Progress			Polling was completed by the County in April 2025; Continue to monitor efforts by other entitie considering ballot measures (e.g., County, Fire, Library District)
5. Consistent engagement of jurisdictions and partners	RHA	High	In Progress		Ongoing	Reconvened S.T.E.E.R. in 2025 and presenting to RHA Board on June 12
Strategy 2. Build Community Awareness and Support for De	dicated Funding					
1. Stakeholder Convening	RHA	High	In Progress	Reconvened 2025	Ongoing	S.T.E.E.R. Meeting Schedule March 3; March 31; May 8, May 19; presenting to RHA Board on June 12
2. Regional Housing Summit	RHA	High	Completed	4/30/24	4/29/25	2nd Annual Southwest Housing Summit Successfully Completed
3. Targeted Engagement	RHA	Medium		mid-2025	Ongoing	S.T.E.E.R. Committee; Opportunity exists for broader community engagement - particularly when outreach is timed well and messaging is appropriately tailored.
4. Create Communication Tools and Strategy	RHA	High	Completed	11/23/24	4/24/24	Depending on the outcomes of the June 12 RHA Board Meeting, communication tools and strategy may need to be updated to ensure alignment and clarity moving forward.
5. Build a Broad Coalition of Support	RHA + Partners	Medium	In Progress		Ongoing	There is an opportunity to build a broad coalition of support by establishing a grassroots committed drawn from S.T.E.E.R. members and Housing Summit attendees.
Goal #2: Attain outside funding to support local housing projects and programs.						

1. Proposition 123 Funds	RHA Staff and Board	Medium	In Progress	1/23/24	2/26/2024; Ongoing	Town of Ignacio awarded Prop 123 funds \$462,000 for Rock Creek Phase II; 6 units will meet requirement
Low Income Housing Tax Credit projects (PAB allocation)	RHA Staff and Board	Medium	In Progress	January	September	City of Durango and La Plata County; local issuers have until Sept. 15 to decide what to do with volume cap
3. Technical assistance and capacity building opportunities	RHA Staff and Board	High	In Progress		Ongoing	DOLA Local Planning Capacity Grant
Strategy 2. Position to Leverage Resources			•	•		
Develop Program Policies and Procedures for Limited Partnership Activities for Tax Exemption and LIHTC projects.	RHA Staff and Board	Low	TBD		TBD	
Strategy 3. Align Local Policies with Regional Housing Goals						
Create a Policy Environment that Supports Local and Regional Housing Goals	RHA Staff and Board	Low	Ongoing		Ongoing	



June 12, 2025

TO: RHA Board of Directors

FROM: Eva Henson, RHA Contract Director

RE: RHA Contract Director 2025 Work Plan – Progress to Date

EXECUTIVE SUMMARY:

This memo provides a six-month progress update on the 2025 Work Plan for the Regional Housing Alliance (RHA) Contract Director role. The work plan, presented to the RHA Board of Directors at the February 13, 2025 Board Meeting, is guided by the RHA Director job description and the Professional Services Agreement between Soluvera LLC and the La Plata Economic Development Alliance (LPEDA). It focuses across six strategic categories: strategic leadership, funding and resource development, project and grant management, community engagement, event execution, and organizational management. The following report outlines progress within each work plan area, highlighting key milestones, deliverables, and current status updates for January – June 2025.

Strategic Leadership

Objective: Advance RHA's mission by implementing the 2024 Strategic Plan and expanding housing initiatives.

- Key Activities:
 - o Implement the 2024 Strategic Plan to drive key goals forward.
 - Initiate partnerships with local governments and community organizations to expand affordable and attainable housing.
- Deliverables:
 - o 2024 RHA Annual Report
 - o 2024 Strategic Plan track goal progress and milestones (Tracker spreadsheet)
 - Agreement/MOU tracking for collaborations (e.g., Catalyst Revolving Loan Fund)
- Timeline: January December 2025 (Ongoing)

Activities and Deliverables	Status
2024 RHA Annual Report	Completed - February
Catalyst Revolving Loan Fund – Pine River	Completed - February
Commons request for HVAC equipment	
RHA Housing Outreach Contact List	Completed – February
_	 Increased and updated to over 290+ contacts
La Plata Housing Needs Assessment by Root Policy	Completed - March

Foster Partnerships and Stakeholder Collaboration	Ongoing
and Communication at Local and State Levels	HomesFund
	 Housing Solutions for the SW
	Habitat for Humanity of La Plata County
	 Region 9 – housing team leads
	9R School District
	Fort Lewis College
	Four Government Partners
	 Elevation Community Land Trust
	Enterprise Community Partners
	Mobile Home Park Non-Profit
	Project Moxie
	Root Policy Research
	• LPEDA
	 Durango Area Association of Realtors
	 Department of Local Affairs (DOLA)
	- Division of Housing
	- Division of Government
	 Colorado Housing and Finance Authority
2024 RHA Strategic Plan Implementation & Goal	Ongoing
Tracker	- Updated (June 2025)

Fundraising and Resource Development

Objective: Strengthen RHA's financial position by securing funding and building donor relationships.

- Key Activities:
 - o Manage the S.T.E.E.R. committee and oversee a tax strategy initiative.
 - o Identify and apply for grants, donations, and partnerships.
 - Cultivate long-term donor relationships and collaborate with jurisdictions to support affordable housing.
- Deliverables:
 - o S.T.E.E.R. committee action plan and milestone tracking.
 - o S.T.E.E.R. committee and RHA Board meeting facilitation (target Spring).
 - Funding opportunity tracking and facilitate negotiations for the RHA Intergovernmental Funding Agreement. (RHA Board Retreat)

Activities and Deliverables	Status
S.T.E.E.R. Committee Reconvened	Achieved - Held 4 (March-May) meetings;
	Targeted Action Plan Outline; Led to
	Recommendations to be presented June 12
S.T.E.E.R. Initiative – Legal and Financial Analyst	Achieved - Secured contracts with Butler Snow
Support	(legal) and Hilltop Securities (financial analysts) to
	support the S.T.E.E.R. Committee's evaluation of
	potential revenue options
	Consulated DIIA Decad formally agreement use of
	Completed - RHA Board formally approved use of
	budget (April 10, 2025 meeting) to maintain momentum.
Funding Opportunities Housing Noods	111011101110
Funding Opportunities – Housing Needs	Identified DOLA Housing Planning Grant
Assessments and Housing Action Plans	opportunity that may support updates to the La Plata HNA to ensure compliance with SB24-174.
	Plata fina to elisure compliance with 3624-174.
	Supported LPEDA's 101 Webinar by sharing
Catalyst Fund – technical support	successful application tips and guidance.
RHA Board Retreat Initial Planning & Facilitator	Ongoing (June 2025)
Research	- Provided facilitator list to RHA on June 12

DOLA Local Capacity Grant Activities

Objective: Ensure effective management and compliance with the DOLA Capacity Grant and Proposition 123 goals.

- Timeline: January December 2025 (Ongoing)
- Key Activities:
 - o Oversee project management for the DOLA grant and consulting activities.
 - Coordinate research on land-use best practices and fast-track review requirements for municipalities.
- Deliverables:
 - o Prop 123 grant tracker and affordable housing development pipeline.
 - o Stakeholder engagement activities, including education on funding sources.
 - Contracting a land-use/policy consulting firm for research and best practice recommendations for fast-track (expedited review) requirements.
- Timeline: January December 2025 (Ongoing)

Activities and Deliverables	Status
Grant Project Management	Ongoing – In collaboration with Town of Ignacio and LPEDA • Submitted monthly DOLA Summary Reports and detailed time tracking. • Contributed to DOLA Quarterly Grant Narratives - Q3 2024 – Completed October - Q4 2024 – Completed January - Q1 2025 – Completed April - Q2 2025 – Due July 31, 2025 • Actively monitoring and tracking monthly expenses against the grant budget actuals to gauge financial progress
Project Moxie Scope of Work and Deliverables	 Completed early (February) – delivered ahead of schedule with cost savings. Key Deliverables: Preservation database findings Grant writing and technical assistance for the Prop 123 Application (Rock Creek) Resale Control research and recommendations (in collaboration with HomesFund) Identification of conflict of interest regarding evaluation of public parcels for housing
HomesFund & New Communities Law Scope of Work and Deliverables	 Secured new contracts to complete deliverables aligned with real time projects, including Rock Creek Key Deliverables: Deed Restriction Templates in compliance with state guidelines, including: Employer Owned/Rental & Occupancy Classic Deed Restriction for Ownership Prop 123 Covenant
Remaining Scopes of Work	Ongoing • Identify and contract with a consulting firm to research land-use best practices and pursue fast-track implementation

strategies for Ignacio, Bayfield, and La Plata County. • Develop and maintain a Prop 123 Grant Tracker and monitor the affordable housing development pipeline. - Town of Ignacio awarded \$462,000 for Phase II, creating 6 units that meet Prop 123 requirements - City of Durango submitted a DOLA grant application in March; award
notification received in May Continue advancing the S.T.E.E.R. initiative

Community Engagement and Advocacy

Objective: Raise awareness and advocate for attainable housing policies.

- Key Activities:
 - o Represent RHA in public forums, conferences, and media.
 - o Build relationships with key stakeholders and advocate for housing policy support.
- Deliverables:
 - o RHA Quarterly e-newsletter (January, April, July, October)
 - o Serve as the RHA's spokesperson.
 - o Track stakeholder engagement and relationship outcomes (Tracker spreadsheet).
- Timeline: January December 2025 (Ongoing)

Activities and Deliverables	Status
RHA Quarterly e-newsletter	Ongoing
Represent RHA in public forums, conferences, and media	 Collaborated and provided feedback on draft Condo Construction Defect Legislation – March Provided input on proposed amendments to Proposition 123 legislation, in collaboration with Emily Lashbrooke – March Participating in a DOLA/Division of Local Government Focus Group to review and provide feedback on draft Housing Action Plan guidance – May/June Ongoing Issued a regional press release (February) highlighting Prop 123 funding awards for projects in Ignacio, Silverton, and Pagosa Springs Attended various LPEDA membership meetings to promote RHA initiatives and the Housing Summit Secured media coverage of the Housing Summit through an April segment on Local News Network Supported coordination and hosted a RHA luncheon for the DOLA/Division of Housing – May

Planning and Execution of the 2nd Annual Southwest Housing Summit

Objective: Successfully organize and execute the Annual SW Housing Summit in La Plata County.

- Key Activities:
 - o Coordinate event logistics, venue selection, and speaker coordination.
 - o Fundraise for event sponsorships and manage event marketing.
 - Deliverables:
 - Successful execution of the Housing Summit, adhering to budget and attendance targets.
 - o Post-event summary and actionable insights.
 - Timeline: January May 2025

Activities and Deliverables	Status
Housing Summit – Successful Execution - In collaboration with LPEDA staff	Completed – April
Fundraising goals and event executed within budget and attendance targets met	Achieved - April
Post-event summary and actionable insights report finalized	Completed – May
Housing Summit Presentation Deck – share out to attendees	Completed - May

Organizational Management

Objective: Oversee daily operations and manage resources for RHA in collaboration with Economic Development Alliance staff.

- Key Activities:
 - Provide leadership to the team and ensure compliance with professional and administrative agreements.
 - Manage RHA's budget and ensure financial accountability.
- Deliverables:
 - Monthly RHA Board meeting facilitation and attendance.
 - o Budget oversight and financial management.
- Timeline: January December 2025 (Ongoing)

Activities and Deliverables	Status
Facilitate monthly RHA Board meeting and provide	
ongoing support	 Achieved – January – June
- In collaboration with LPEDA staff	
Budget oversight and financial management	Ongoing
- In collaboration with LPEDA staff	 2025 Approved Budget submitted to DOLA
	by January 31, 2025
	 Audit report scheduled for presentation at
	June 12 RHA Board meeting

CONCLUSION: The first six months of 2025 reflect measurable progress in advancing the RHA's strategic goals through the leadership of the Contract Director, with essential professional services and administrative support provided by LPEDA. Targeted outcomes outlined in the work plan—such as the successful execution of the Housing Summit, the S.T.E.E.R. Committee's funding recommendations, and expanded stakeholder partnerships—demonstrate momentum toward fulfilling the mission of the RHA. While the work remains complex and challenges have emerged, continued collaboration and engagement with partners will be essential to sustaining progress in the second half of the year.





June 12, 2025

TO: RHA Board of Directors

FROM: Eva Henson, RHA Contract Director

RE: RHA Board Retreat - Initial Planning & Facilitation Research

BACKGROUND:

At the request of RHA Chair Pat Vaughn and Vice-Chair Marsha Porter-Norton, preliminary research has been conducted to support planning a future Regional Housing Alliance (RHA) Board Retreat. This initial effort focused on identifying potential facilitators with experience working with local governments, assessing their interest and availability, and gathering preliminary cost estimates for facilitation services.

INITIAL RESEARCH & FACILITATION RESOURCES:

Below is a preliminary list of facilitation resources. These individuals and firms have experience working with local governments, housing authorities, and community-based organizations and may be well-suited to support a future RHA Board retreat. Further outreach is recommended to obtain formal proposals and confirm availability once retreat goals and potential dates are identified.

- <u>Sagebrush</u> Sandhya Atkinson
 - Sagebrush is a Four Corners-based organizational development firm that supports nonprofits, tribal entities, community coalitions, and local governments. Their collaborative team provides tailored facilitation services.
 - Facilitated RHA's 2021 two-part retreat (two half-day sessions, back-to-back).
 - A draft proposal is available and can be shared upon request.
 - o Contact: sandhya@sagebrush.ltd



- Amber Blake Consulting Amber Blake
 - Offers consulting services with experience in public sector leadership, planning, and facilitation.
 - o **Contact**: amber@amberblakeconsulting.com
- Luminary Consulting & Coaching Adrea Bogle
 - Specializes in strategic facilitation, organizational planning, and leadership coaching for mission-driven organizations.
 - o **Contact**: adrea@luminarycc.com
- Real Ideal Coaching Suzy Phare
 - Suzy Phare specializes in strategic planning, organizational change facilitation, and leadership development. She has worked with boards and executive teams to clarify values, strengthen governance, and support transitions.
 - Contact: suzanne@realidealcoaching.com

ESTIMATED COSTS:

Initial outreach suggests that facilitation services for an RHA Board retreat are likely to range between \$5,000 and \$20,000. Final costs will vary depending on the facilitator selected, session scope and format (e.g. half-day or full-day), required preparation and post-retreat support, and any applicable travel expenses.

To obtain more tailored proposals for the RHA, the following details will be needed:

- Preferred dates
- Desired outcomes
- Level of preparation and/or post-retreat support

Please note that these figures are preliminary estimates intended to provide a general sense of potential costs.



POTENTIAL NEXT STEPS:

To advance retreat planning, the RHA Board may wish to consider:

- Review potential facilitators and identify preferred candidates
- Discuss possible retreat dates and locations
- Clarify desired retreat goals and agenda items

DISCLAIMER:

This memo is intended for informational purposes only. The Regional Housing Alliance (RHA) should contact the facilitators listed herein directly for up-to-date availability, qualifications, and detailed cost proposals.

The Regional Housing Alliance (RHA) of La Plata County is a multi-jurisdictional agency created in 2004 by an Intergovernmental Agreement (IGA) between La Plata County, City of Durango, Town of Bayfield, and Town of Ignacio. The RHA's mission is to facilitate and support the preservation, rehabilitation, and development of appropriate affordable/attainable housing for the workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities. (970) 828-HOME | P.O. Box 2445 Durango, CO 81302 | laplatahousing.colorado.gov