



**Agenda**  
RHA Board of Directors  
August 10<sup>th</sup> – 2:00- 4:00 p.m.

Center for Innovation  
Durango Downtown Mall  
<https://us06web.zoom.us/j/89868478748>

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**A. Call Meeting to Order**

**B. Introductions and Roll Call**

1. Identification of any actual or perceived conflicts of interest

**C. Public Comment**

**D. Approval of Agenda**

**E. Consent Agenda**

1. Approve the Consent Agenda
  - a) June 2023 Meeting Minutes
  - b) July 2023 Informational Meeting Minutes
  - c) June Financial Statements
  - d) July Financial Statements

**F. Presentations and Engagement with Non-RHA Entities**

1. Cole Ranch Development – David Neely & Nick Glidden

**G. Alliance Updates**

1. Intern Introduction – Meaghan Lee
2. DOH Training Recap – Sarah Tober
3. DOH Grant Next Steps: Strategic Planning Session - Sarah Tober
4. RHA Website – J.J. Desrosiers
5. 2023 Goals Tracking – Sarah Tober & J.J. Desrosiers
6. Habitat for Humanity Updates - Sarah Tober
7. Housing Colorado Membership - J.J. Desrosiers
8. Current funding sources: Prop 123 and Stronger Communities - Sarah Tober

**H. Decision Items**

1. May Minutes Amendments

**I. Discussion/Updates**

1. Grant Matrix – Sarah Tober
2. Prop 123 Updates – Eva Henson & Sarah Tober
3. Bayfield Mobile Home Park Sale – Katie Sickles
4. Abstention and Recusal Policies – J.J. Desrosiers

**J. Member Updates**

1. Member at Large
2. Town of Ignacio
3. Town of Bayfield
4. City of Durango
5. La Plata County

**K. Adjournment**



## Agenda

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### E. Consent Agenda

1. Approve the Consent Agenda
  - a) June 2023 Meeting Minutes (p. 2)
  - b) July 2023 Informational Meeting Minutes (p. 9)
  - c) June 2023 Financial Statements (p. 12)
  - d) July 2023 Financial Statements (p. 18)

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### H. Decision Items

1. May Minutes Amendments (p. 30)

### I. Discussion/Updates

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2. Prop 123 Updates – Eva Henson & Sarah Tober
3. Bayfield Mobile Home Park Sale – Katie Sickles (p. 33)
4. Abstention and Recusal Policies – J.J. Desrosiers (p. 50)

### J. Member Updates

1. Member at Large
2. Town of Ignacio
3. Town of Bayfield
4. City of Durango
5. La Plata County

### K. Adjournment



RHA Meeting Minutes

Board of Directors

June 8th, 2023, 2:00–4:00 pm

Center for Innovation, Durango

**A. MEETING CALLED TO ORDER** by Chairman Vaughn at 2:07 pm (00:00:00)

**B. INTRODUCTIONS AND ROLL CALL** (00:00:17)

NAME	AFFILIATION	ATTENDANCE		
Marsha Porter-Norton	La Plata County, Commissioner	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> Online
Kevin Hall	La Plata County, Deputy Manager	<input type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> Online
Gilda Yazzie	City of Durango, Councilor	<input type="checkbox"/> Present	<input checked="" type="checkbox"/> Absent	<input type="checkbox"/> Online
Eva Henson	City of Durango, Housing Innovation Manager	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> Online
Kathleen Sickles	Town of Bayfield, Manager	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> Online
Brenna Morlan	Town of Bayfield, Trustee	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> Online
Mark Garcia	Town of Ignacio, Manager	<input type="checkbox"/> Present	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> Online
Clark Craig	Town of Ignacio, Mayor	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> Online
Patrick Vaughn	Member at large	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent	<input type="checkbox"/> Online

Others present:

- Mike French, LPEDA
- J.J. Desrosiers, LPEDA
- Sarah Tober, LPEDA
- Nicol Killian, Town of Bayfield (online)
- Laurie Roberts, United Today, Stronger Tomorrow
- Deven Meininger, Durango Area Association of Realtors (DAAR)
- Weylin Ryan, Visit Durango (online)
- Charles Albert, (online)
- Jenn Lopez, Project Moxie
- Brad Blake, Pine River Commons

**Vice-Chair Porter-Norton and Director Craig had previously disclosed a conflict of interest regarding Agenda Item H2.**

Director Yazzie’s absence was excused.

**C. PUBLIC COMMENT** (00:01:14)

Laurie Roberts expressed happiness seeing Jenn Lopez at this meeting and hopes the Board will gain more subject area expertise, especially Low-Income Housing Tax Credits (LIHTC). She stated that she had been an advocate for pursuing the public housing developer model rather than a public/private model bringing up the length of time the Best Western Project is taking to complete as an example of its deficiencies along with the

lack of accountability over the private sector. She encouraged the board to explore more in-house options for attaining expertise.

**D. APPROVAL OF AGENDA** (00:04:39)

Director Henson proposed amendments to the agenda as she would have to leave the meeting early.

**Eva Henson motioned, and Katie Sickles seconded to approve the agenda with amendments moving Items J4 and H3 to precede Item G. The motion passed unopposed by voice vote.**

**E. CONSENT AGENDA** (00:06:18)

The consent agenda consisted of the May 2023 Board Meeting Minutes.

**Marsha Porter-Norton motioned, and Brenna Morlan seconded to approve the consent agenda. The motion passed by voice vote. Clark Craig abstained.**

**F. PRESENTATIONS AND ENGAGEMENT WITH NON-RHA ENTITIES** (00:07:04)

1. LIHTC PRIMER - JENN LOPEZ (00:07:10)

Ms. Lopez relayed that Low-Income Housing Tax Credits are very complex and yet are a powerful tool, but also a completely imperfect one. As a regional entity, the RHA can play a powerful role in coordinating tax credit applications.

*Secretary's Note: an error in the recording prevented slides from displaying accurately.*

2. PINE RIVER COMMONS REPORT - BRAD BLAKE (00:28:19)

Brad Blake and Charlie Albert updated the board on the Pine River Commons project for which the Board had previously written a letter of support. The project has since been annexed by Bayfield, awarded funding by the Catalyst Fund, is seeking additional grants, and is progressing well despite the difficulty of developing infrastructure for this sort of project.

H3 RACHEL TAYLOR-SAGHIE MEMORIAL CONTRIBUTION – EVA HENSON (00:39:07)

Director Henson raised the possibility of contributing to the memorial fund of Rachel Taylor-Saghie, the late Executive Director of La Plata Habitat for Humanity of 11 years and longtime housing advocate. Between choice of donating to Habitat for Humanity and Ms. Taylor-Saghie's church, it was determined that Habitat was most

in line with the RHA’s mission and, thus, the best organization to donate to. *Secretary’s Note: This event began at 2:46 pm*

**Patrick Vaughn motioned, and Brenna Morlan seconded to approve a \$1,000 memorial gift from the RHA to Habitat for Humanity in honor of Rachel Taylor-Saghie, subject to confirmation of budget availability. The motion by unopposed by voice vote.**

D4 CITY OF DURANGO UPDATES (00:43:22)

Director Henson informed the Board that the City is extending its Fair Share AMI Table amounts for another year until better formulas can be developed than those used in the current AMI tables. They hope to coordinate that process through the RHA and avoid unintended consequences to existing deed-restricted units. The City has also implemented a new affordable housing offset fee which will go live after June 20<sup>th</sup>. Animas City Park Overlook townhomes are underway, with ten deed restricted and six workforce units. Building permits for Best Western are anticipated in July. City Council also approved a 50 single-family home development near the Maverick gas station. The City received an award from DOLA in partnership with HomesFund for \$1.8 million. *Secretary Note this event began at 2:50*

**G. ALLIANCE UPDATES** (00:48:28)

1. CATALYST FUND UPDATES – SARAH TOBER (00:49:07)

The Catalyst Fund is through its first round of funds; four (4) out of five (5) applicants were awarded a combined \$181,000. Mr. Tober noted that the recipients represented a good diversity of projects across the county and municipalities, and may --if they all go through and are built-- result in over 200 workforce units. Additionally, recipients are provided 36 hours each of technical assistance to pursue other grant funding. The Catalyst Fund is looking forward to its second round of funding.

When asked how much money is available to the Catalyst Fund, Mr. French explained that – contingent on DOLA – there will be \$670,000; otherwise, it will be \$610,000.

2. COLE RANCH UPDATES – SARAH TOBER (00:51:44)

Ms. Tober and Vice-Chair Porter-Norton gave updates regarding the 70-acre Cole Ranch property on HWY 160 owned by the U.S. Forest Service. They had recently met with the Columbine USFS District Ranger Nick Glidden, John Whitney from Sen. Bennet’s office, Julie Constan from CDOT, and David Neely, who is the San Juan National Forest, Forest Supervisor. The purpose was to look at the site for a potential workforce housing development on the south side of US Highway 160, past Elmore’s Corner.

Cole Ranch is a heritage farm site, and the Forest Service would like to restore the farm to become a new headquarters and add onsite housing for their own workforce and potentially for the community-at-large. Ms. Tober is working on a feasibility study to explore sanitation and other infrastructure details with them. Vice-

Chair Porter-Norton has spoken with La Plata/Archuleta Water District, who is interested in continuing conversations. However, expanding water from their system to the west would require collaboration with the City of Durango and the County. Additionally, a bill pending in Congress for reauthorization called the Flexible Partnership Act allows USFS units to do long-term leases of properties they own if there is a public benefit. In Colorado, the Act has been used to work on a housing project in Summit County, the USFS unit is the White River.

However, Director Henson mentioned that the Summit County project had been ongoing for 11 years without much progress and urged evaluating other communities that are pursuing, such as the Town of Dillon, to learn best practices. Ms. Tober responded that either way, the first step would be to conduct a feasibility study. The most prominent issue would be infrastructure, but the involvement of the Federal Government and Senators may bode well for this becoming a project in the future. Another opportunity is that CDOT is already pursuing a RISE Grant from the Federal Government to improve that section of HWY 160 which could include turn-in/out lane installation and would be perfect if the timing could be aligned. Ms. Tober said a presentation is forthcoming.

3. TERM TRACKER UPDATES (00:58:21)

Mr. Desrosiers shared the new term tracking document and highlighted the need for a central database of all the directors and their terms. Some member governments have not established terms for their RHA representatives; if they have, the original documentation has been lost. He asked each entity to let him know their members' terms.

4. TECHNICAL ASSISTANCE UPDATES (01:03:06)

The RHA has received its award letter from the Division of Housing (DOH) for the Technical Assistance grant. Although this grant does not entail a cash payout, the *services* awards equal roughly \$75,000-\$85,000.

a) Education Event in July (01:04:28)

Draft agendas for the joint City of Durango/RHA Division of Housing Training were handed out, and the Board provided input on them to Ms. Tober. *No formal decisions were made.*

b) Tax Task Force (01:19:49)

Ms. Tober shared how this has been discussed for some time, and these technical assistance resources can and should go towards researching it. The LPEDA has been engaging stakeholders on this matter, and the feedback

has determined that the City of Durango would be the most likely place to levy a tax, and there is already some City polling that could be utilized. However, Director Sickles recommended broader polling in the unincorporated county, Ignacio and Bayfield.

Vice-Chair Porter-Norton also mentioned that counties could reallocate up to 10 percent of lodgers tax to mitigate the “effects of tourism” (i.e., workforce housing, transit, childcare, etc.). She added that La Plata County is potentially considering pursuing a ballot initiative in 2024 for reallocation. She also noted that the Library may be on the same ballot (i.e., a question as to whether a new library district for Durango’s Library should be formed using property tax).

5. 2023 GOALS TRACKING (01:25:28)

Goal #1 website development is underway, and LPEDA staff have also begun work on procuring an email. These resources will continue to be available to the RHA for years to come.

As already discussed, Technical Assistance and Tax Task Force efforts are all being pursued.

Land use best practices are included in the packet as a resource for the directors and relates to LPEDA staff's conversations with Region 9 EDD to craft an internship to support the RHA (using the LPEDA’s Talent Development Program). This intern position could work on the goal of uniting the regional approach to workforce housing policy and supporting project expedition. The intern could potentially engage developers and the member governments to generate high-level next steps. The deliverable would be a report that helps all involved know how to proceed best.

## H. DECISION ITEMS

1. RESOLUTION 2023-04: PUBLIC POSTING DESIGNATION (01:30:48)

Mr. Desrosiers explained the resolution and why it was needed to maintain compliance with State law. He added that the RHA’s Lawyer had thoroughly reviewed it.

**Clark Craig motioned, and Katie Sickles seconded to adopt Resolution 2023-04. The motion passed unopposed by voice vote.**

2. LETTER OF SUPPORT APPROVAL: TREE FARM VILLAGE (01:32:57)

Vice-Chair Porter-Norton and Director Craig left the room due to a potential conflict of interest as they may both be future decision-makers on the project. However, their departure and the early departure of Director Henson and Director Hall resulted in a lack of quorum for this decision item. Therefore, the remaining directors

instructed LPEDA staff to utilize the online approval option pursuant to the policies established by the Board on March 9<sup>th</sup> and May 11<sup>th</sup>, 2023, but to exclude any recused board members from the process.

3. RACHEL TAYLOR-SAGHIE MEMORIAL CONTRIBUTION – EVA HENSON

*Secretary's Note: this agenda Item was moved.*

**I. DISCUSSION/UPDATES**

1. GRANT TRACKER – SARAH TOBER (01:36:16)

As discussed in item J4, Durango has received a grant from DOLA

The Colorado Division of Housing is supporting \$2 million for Bayfield's Cinnamon Heights development, and the Town will be meeting with the State Housing Board soon.

As discussed in item G4, the RHA is receiving technical assistance.

The Strong Communities Grant is a possible source of funding for infrastructure. A project in Bayfield is a strong candidate, perhaps of interest for a match from the County.

2. PROP 123 UPDATES – EVA HENSON & SARAH TOBER (01:40:58)

Shak Powers of Region 9 EDD has sent an email on the baseline and how to best navigate that with MLS data for each member government. A Prop 123 workshop is coming up on July 13th with CHFA and will replace the usual RHA Board meeting.

3. MEMBER UMBRELLA POLICY UPDATES (01:43:00)

Non-discussed

**J. MEMBER UPDATES**

1. TOWN OF IGNACIO (01:43:19)

CDOT is working on Hwy 172 in downtown Ignacio and installing ADA-compliant sidewalks and a new blacktop on HWY 172. Also, the Town has partnered with local residents to tie sewer systems into Goddard Ave. (part of Hwy 172). Finally, Mark Garcia has been promoted from Interim Town Manager to Town Manager.



2. MEMBER AT LARGE (01:44:24)

CDOT has an open house from 5-6 tonight on property located at Three Springs Blvd and Hwy 160 near utilities that could easily be annexed. It is a good property that could be useful for workforce housing.

3. TOWN OF BAYFIELD (01:45:23)

Phase 1 of Mustang Crossing has been approved to start. They are seeking congressional funding with support from Representative Boebert and Senator Hickenlooper (Senator Bennet's position is unknown) for the traffic signal on the east side of town where Bayfield Parkway intersects Hwy 160. As discussed in F2, Brad Blakes's Project on the south side of Hwy 160 at the same intersection is progressing nicely.

4. CITY OF DURANGO

*Secretary's Note: this agenda item was moved.*

5. LA PLATA COUNTY (01:46:28)

The County potentially has a new planning director. They are well aware of the need for staffing and culture change, and it is a high priority. Five new staff are coming on board, and they will review their code soon for alignment with affordable/workforce housing goals.

**K. MEETING ADJOURNED** by Chairman Vaughn at 5:56 pm (01:49:14)

**Recording:**

[https://us06web.zoom.us/rec/share/Wc\\_dnlpYIZgTzHTIVpXITBjsv8HutBjtKRu0il60MbNln\\_XG8abURagx64KUxAK6.tnzza9fS65MjhbOA](https://us06web.zoom.us/rec/share/Wc_dnlpYIZgTzHTIVpXITBjsv8HutBjtKRu0il60MbNln_XG8abURagx64KUxAK6.tnzza9fS65MjhbOA)

Passcode: Myp41&E+



## REGIONAL HOUSING ALLIANCE

### RHA Informational Meeting

Thursday July 13<sup>th</sup>, 2023

The meeting commenced at 2:22 pm. All RHA Board of Directors members were present except Katie Sickles, whose absence was excused. Directors Porter-Norton and Craig attended via conference call. Also in attendance were Nicole Killian, Michael French, Sarah Tober, and J.J. Desrosiers.

The purpose of the meeting was for LPEDA staff to share time-sensitive updates with the Board. Mr. French handed out an informational document on proposed sustainable funding sources for the RHA and clarified that it is just a draft and already outdated, but modifications will be made as needed. He reminded the Board that Ms. Tober had secured a technical assistance grant to explore sustainable funding sources and best practices -- this update is primarily related to funding sources.

LPEDA staff have, through the Technical Assistance Grant, been working with a Glenwood Springs consulting firm called Community Builders that does work related to housing and tax initiatives. The effort was to explore all potential tax initiatives available to us as a sustainable funding source. Staff learned that historically most successful ballot initiatives were not just limited to housing but included other things such as childcare, transportation, etc.

After looking at the available options, a short-term rental (STR) tax emerged as the best option. Although the staff is confident that municipalities can pass such a tax, they were unsure if the County could do the same. This is important because we are in a unique situation where most local STRs are in the unincorporated county, about 900, while only 120 or so are in the City (Bayfield has 5, Ignacio has 1). The primary source of confusion has been that Summit County --which has served as a model for this initiative-- has a resolution that defines an STR tax as an "excise tax"; however, several other entities have informed staff that doing so is, in fact, illegal. So, despite the substantial media coverage of an STR excise tax in Summit County, we now believe that counties *do not* have the authority to levy such a tax and are searching for an explanation for what happened in Summit County. The other complication is that any modification to a lodger's tax can go to ballot only on even-numbered years.

According to some rough math using last year's data, a 5% increase in STR taxes in the County would net almost \$2 million a year as opposed to \$400,000 a year in the City. Alternatively, if the County raised its lodger's tax, it would have a nearly identical effect as there are very few traditional lodgers and mostly STRs in the unincorporated county -- other than Purgatory Ski Resort and some RV parks. However, it is doubtful that the county is legally allowed to raise its lodger's tax above 2%.

Secretary's Note: It was later confirmed that the County cannot raise its lodger's tax which is currently at 2%.

The possibility was raised of a second home tax (hypothetically levied on everyone but with rebates for locals). Mr. French was open to exploring the idea but ultimately concluded that *getting a tax on the ballot this election cycle is not currently feasible*.

Mr. French explained that the path forward seemed much more plausible when this meeting was called a week and a half ago. Staff were anxious to pursue whatever possibility existed as 2023 represented an almost empty ballot, which would most likely not be true in 2024. It was an excellent window that they did not want to miss, Mr. French relayed, and if the housing window had been checked off, it would have helped initiatives that came after in 2024.

The directors discussed the vital role of good messaging if they should renew efforts to pass a tax in 2024 and brainstormed some potential narratives. It was also mentioned that the RHA can apply for Prop 123 even if the County does not, and there is almost no downside for anyone to do so.

Vice-Chair Porter-Norton expressed gratitude for the creative effort from staff but reiterated that STRs are already taxed under the existing lodger's tax. Still, the option is open to holding a 2024 ballot question related to reallocating (up to 90%) the proceeds from that tax to housing. However, she stressed that the County *cannot* levy an excise tax on STRs (and she has no idea why Summit County used that language). Also, she believes that the County can raise its lodger's tax. Mr. French reiterated that doing so would be almost equivalent to an STR excise tax because of the aforementioned lack of hotels in unincorporated county. However, Vice-Chair Porter-Norton pointed out that raising the lodgers tax would result in pushback from the tourism industry. LPEDA staff will continue to explore all options and seek the greatest return for the least political pushback, using the technical assistance available for a year.

Discussion ensued about other options, and each municipality's approached the issue. Chair Vaughn commented that it is oxymoronic to want tourists but not have workers to serve them, as they will have a bad experience, not return, which hurts tourism. Ms. Tober highlighted using a recent survey to gather information for the initiative. Mr. French discussed addressing NIMBYism (Not in My Backyard) and the need for housing to create capacity.

He added that anytime LPEDA has a conversation about tourism and housing, their narrative is that "housing creates capacity for tourism," and the two are not in conflict. Director Henson also mentioned the need to address NIMBYism head-on instead of ignoring it. Director Hall noted that when you bring this question to the unincorporated county, the benefits will not be as apparent as they are to the Durango metro area.

On a positive note, the Board discussed how refreshing it is to see so much collaboration between local governments. And, that the idea of reallocating lodger's tax polls over 80%, even among conservative Republicans. Even if there is some opposition, the public is still behind this idea. If it ever got to that point, \$10-20,000 would be needed for marketing, and Ms. Tober has already identified a funder for that need. While working with the consultants, LPEDA staff has, they feel, gained a fantastic inside look at how this will work and will be much better prepared going forward.

It was asked where the even-number year requirement comes from. Vice-Chair Porter-Norton clarified she believes that it only applies to counties, meaning that Bayfield and Durango may still have a window to levy a tax this year.

Chair Vaughn adjourned the meeting at 2:55 pm.

Pending Approval

**Regional Housing Alliance of La Plata County**  
**Statement of Assets, Liabilities, & Net Assets**

07/06/23

Accrual Basis

As of June 30, 2023

	Jun 30, 23	Jun 30, 22	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
Operating Funds (Unrestricted)	340,690	194,601	146,089
Loan Fund-Previously Restricted	0	51,050	(51,050)
<b>Total Checking/Savings</b>	340,690	245,651	95,039
<b>Other Current Assets</b>			
1400 · Prepaid Expenses			
1400.1 · Prepaid Liability Insurance	846	791	55
<b>Total 1400 · Prepaid Expenses</b>	846	791	55
<b>Total Other Current Assets</b>	846	791	55
<b>Total Current Assets</b>	341,536	246,442	95,094
<b>Other Assets</b>			
1700 · Lease Deposit	350	0	350
<b>Total Other Assets</b>	350	0	350
<b>TOTAL ASSETS</b>	<b>341,886</b>	<b>246,442</b>	<b>95,444</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable	325	0	325
<b>Total Current Liabilities</b>	325	0	325
<b>Total Liabilities</b>	325	0	325
<b>Equity</b>			
2053 · Unrestricted Net Assets	220,355	265,210	(44,855)
2054 · Reserved for Emergencies	2,700	0	2,700
Net Income	118,506	(18,768)	137,274
<b>Total Equity</b>	341,561	246,442	95,119
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>341,886</b>	<b>246,442</b>	<b>95,444</b>

**Regional Housing Alliance of La Plata County  
Statement of Revenues & Expenditures vs Budget**

07/06/23

Accrual Basis

	Jan - Jun 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3900 · Grant Revenue	0	0	0	0%
3215 · EIAF Released from Restricted	0	0	0	0%
3000 · Unrestricted Revenues	225,000	225,120	(120)	100%
3001 · Temp Restr Operating Revenues	0	0	0	0%
<b>Total Income</b>	<u>225,000</u>	<u>225,120</u>	<u>(120)</u>	<u>100%</u>
<b>Expense</b>				
4002 · Grants Distributed	0	0	0	0%
4004 · Matching Grants Distributed	0	0	0	0%
4010 · Advertising	0	0	0	0%
4060 · Dues and Subscriptions	345 <sup>1</sup>			
4080 · Liability Insurance	846	800	46	106%
4122 · Office Expense	480	2,950	(2,470)	16%
4315 · Professional Services	101,571	108,450	(6,879)	94%
4340 · Rent	2,100	2,100	0	100%
4360 · Telephone & Internet	152	300	(148)	51%
6240 · Miscellaneous	1,000 <sup>2</sup>	500	500	200%
<b>Total Expense</b>	<u>106,494</u>	<u>115,100</u>	<u>(8,606)</u>	<u>93%</u>
<b>Net Ordinary Income</b>	<u>118,506</u>	<u>110,020</u>	<u>8,486</u>	<u>108%</u>
<b>Net Income</b>	<u><u>118,506</u></u>	<u><u>110,020</u></u>	<u><u>8,486</u></u>	<u><u>108%</u></u>

**Regional Housing Alliance of La Plata County  
Statement of Revenues & Expenditures vs Budget**

07/06/23

Accrual Basis

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- 1. Annual CO Housing Dues

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- 2. Donation to Habitat for Humanity, memory of Rachel Taylor Saghie

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**Regional Housing Alliance of La Plata County**  
**Statement of Revenues & Expenditures**  
 January through June 2023

07/06/23

Accrual Basis

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	TOTAL
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>3000 · Unrestricted Revenues</b>							
<b>3100 · IGA Member Contribution Revenue</b>							
3101 · City of Durango	0	0	72,000	0	0	0	72,000
3102 · La Plata County	0	0	137,250	0	0	0	137,250
3103 · Town of Ignacio	0	0	4,500	0	0	0	4,500
3104 · Town of Bayfield	0	0	11,250	0	0	0	11,250
<b>Total 3100 · IGA Member Contribution Revenue</b>	<u>0</u>	<u>0</u>	<u>225,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>225,000</u>
<b>Total 3000 · Unrestricted Revenues</b>	<u>0</u>	<u>0</u>	<u>225,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>225,000</u>
<b>Total Income</b>	0	0	225,000	0	0	0	225,000
<b>Expense</b>							
4060 · Dues and Subscriptions	345	0	0	0	0	0	345
4080 · Liability Insurance	141	141	141	141	141	141	846
4122 · Office Expense	480	0	0	0	0	0	480
4315 · Professional Services							
4398 · Prof'l Services - Admin Fee	1,900	1,900	1,900	1,900	1,900	1,900	11,400
4322 · Prof'l Services- Legal Fees	684	90	0	36	36	325	1,171
4394 · Prof'l Services-Hsng Strategy	14,833	14,833	14,833	14,833	14,833	14,833	89,000
<b>Total 4315 · Professional Services</b>	<u>17,417</u>	<u>16,823</u>	<u>16,733</u>	<u>16,769</u>	<u>16,769</u>	<u>17,058</u>	<u>101,571</u>
4340 · Rent	350	350	350	350	350	350	2,100
4360 · Telephone & Internet	44	0	27	27	27	27	152
6240 · Miscellaneous	0	0	0	0	0	1,000	1,000
<b>Total Expense</b>	<u>18,777</u>	<u>17,314</u>	<u>17,252</u>	<u>17,288</u>	<u>17,288</u>	<u>18,577</u>	<u>106,494</u>
<b>Net Ordinary Income</b>	<u>(18,777)</u>	<u>(17,314)</u>	<u>207,748</u>	<u>(17,288)</u>	<u>(17,288)</u>	<u>(18,577)</u>	<u>118,506</u>
<b>Net Income</b>	<u>(18,777)</u>	<u>(17,314)</u>	<u>207,748</u>	<u>(17,288)</u>	<u>(17,288)</u>	<u>(18,577)</u>	<u>118,506</u>



**Regional Housing Alliance of La Plata County  
Revenues & Expenditures Detail**

07/06/23

Accrual Basis

April through June 2023

Type	Date	Num	Adj	Name	Memo	Class	Clr S	Debit	Credit	Balance
<b>Ordinary Income/Expense</b>										
<b>Expense</b>										
<b>4080 · Liability Insurance</b>										
General Journal	04/30/2023	23004			monthly liab insurance expense	Unrestricted ...	1	140.97		140.97
General Journal	05/31/2023	23005			monthly liab insurance expense	Unrestricted ...	1	140.97		281.94
General Journal	06/30/2023	23006			monthly liab insurance expense	Unrestricted ...	1	140.97		422.91
Total 4080 · Liability Insurance								422.91	0.00	422.91
<b>4315 · Professional Services</b>										
<b>4398 · Prof'l Services - Admin Fee</b>										
Bill	04/01/2023			La Plata Economic Developme...	mo admin contract	Unrestricted ...	2	1,900.00		1,900.00
Bill	05/01/2023			La Plata Economic Developme...	mo admin	Unrestricted ...	2	1,900.00		3,800.00
Bill	06/01/2023			La Plata Economic Developme...	mo admin	Unrestricted ...	2	1,900.00		5,700.00
Total 4398 · Prof'l Services - Admin Fee								5,700.00	0.00	5,700.00
<b>4322 · Prof'l Services- Legal Fees</b>										
Bill	04/01/2023	4244		Law Office of David Liberman	board packet review	Unrestricted ...	2	36.00		36.00
Bill	05/01/2023	4254		Law Office of David Liberman	board packet review	Unrestricted ...	2	36.00		72.00
Bill	06/01/2023	4260		Law Office of David Liberman	board packet review; open mtgs law res...	Unrestricted ...	2	325.00		397.00
Total 4322 · Prof'l Services- Legal Fees								397.00	0.00	397.00
<b>4394 · Prof'l Services-Hsng Strategy</b>										
Bill	04/01/2023			La Plata Economic Developme...	mo contract for 2023	Unrestricted ...	2	14,833.33		14,833.33
Bill	05/01/2023			La Plata Economic Developme...	mo contract for 2023	Unrestricted ...	2	14,833.33		29,666.66
Bill	06/01/2023			La Plata Economic Developme...	mo contract for 2023	Unrestricted ...	2	14,833.33		44,499.99
Total 4394 · Prof'l Services-Hsng Strategy								44,499.99	0.00	44,499.99
Total 4315 · Professional Services								50,596.99	0.00	50,596.99
<b>4340 · Rent</b>										
Check	04/01/2023	bp		Durango Chamber of Commerce	mo rent	Unrestricted ...	1	350.00		350.00
Check	05/01/2023	bp		Durango Chamber of Commerce	mo rent	Unrestricted ...	1	350.00		700.00
Check	06/01/2023	bp		Durango Chamber of Commerce	mo rent	Unrestricted ...	1	350.00		1,050.00
Total 4340 · Rent								1,050.00	0.00	1,050.00
<b>4360 · Telephone &amp; Internet</b>										
Check	04/01/2023	bp		Fasttrack Communications, Inc.	mo service	Unrestricted ...	1	27.22		27.22
Check	05/01/2023	bp		Fasttrack Communications, Inc.	mo service	Unrestricted ...	1	27.22		54.44
Check	06/01/2023	bp		Fasttrack Communications, Inc.	mo service	Unrestricted ...	1	27.24		81.68
Total 4360 · Telephone & Internet								81.68	0.00	81.68
<b>6240 · Miscellaneous</b>										
Bill	06/20/2023			Habitat for Humanity La Plata ...	donation in memory of Rachel Taylor-Sa...	Unrestricted ...	2	1,000.00		1,000.00
Total 6240 · Miscellaneous								1,000.00	0.00	1,000.00
Total Expense								53,151.58	0.00	53,151.58
Net Ordinary Income								53,151.58	0.00	(53,151.58)
<b>Net Income</b>								<b>53,151.58</b>	<b>0.00</b>	<b>(53,151.58)</b>

**Regional Housing Alliance of La Plata County**  
**Budget Overview this Fiscal Year**  
 January through December 2023

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	Jan - Dec 23
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
3900 · Grant Revenue	500,000.00
3000 · Unrestricted Revenues	
3100 · IGA Member Contribution Revenue	
3101 · City of Durango	72,000.00
3102 · La Plata County	137,250.00
3103 · Town of Ignacio	4,500.00
3104 · Town of Bayfield	11,250.00
<b>Total 3100 · IGA Member Contribution Revenue</b>	<b>225,000.00</b>
3121 · Interest Income - Bank Accounts	250.00
<b>Total 3000 · Unrestricted Revenues</b>	<b>225,250.00</b>
<b>Total Income</b>	<b>725,250.00</b>
<b>Expense</b>	
4002 · Grants Distributed	500,000.00
4004 · Matching Grants Distributed	100,000.00
4080 · Liability Insurance	1,600.00
4122 · Office Expense	5,900.00
4315 · Professional Services	
4398 · Prof'l Services - Admin Fee	23,000.00
4005 · Prof Serv Audit Fees	6,000.00
4322 · Prof'l Services- Legal Fees	2,500.00
4323 · Prof'l Services- Website	1,200.00
4394 · Prof'l Services-Hsng Strategy	178,000.00
<b>Total 4315 · Professional Services</b>	<b>210,700.00</b>
4340 · Rent	4,200.00
4360 · Telephone & Internet	600.00
6240 · Miscellaneous	1,000.00
<b>Total Expense</b>	<b>824,000.00</b>
<b>Net Ordinary Income</b>	<b>(98,750.00)</b>
<b>Net Income</b>	<b>(98,750.00)</b>

**Regional Housing Alliance of La Plata County  
Statement of Assets, Liabilities, & Net Assets**

08/02/23

Accrual Basis

As of July 31, 2023

	Jul 31, 23	Jul 31, 22	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
Operating Funds (Unrestricted)	323,254.60	242,311.72	80,942.88
<b>Total Checking/Savings</b>	323,254.60	242,311.72	80,942.88
<b>Other Current Assets</b>			
1400 · Prepaid Expenses			
1400.1 · Prepaid Liability Insurance	704.78	659.00	45.78
<b>Total 1400 · Prepaid Expenses</b>	704.78	659.00	45.78
<b>Total Other Current Assets</b>	704.78	659.00	45.78
<b>Total Current Assets</b>	323,959.38	242,970.72	80,988.66
<b>Other Assets</b>			
1700 · Lease Deposit	350.00	0.00	350.00
<b>Total Other Assets</b>	350.00	0.00	350.00
<b>TOTAL ASSETS</b>	<b>324,309.38</b>	<b>242,970.72</b>	<b>81,338.66</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable	525.33	0.00	525.33
<b>Total Current Liabilities</b>	525.33	0.00	525.33
<b>Total Liabilities</b>	525.33	0.00	525.33
<b>Equity</b>			
2053 · Unrestricted Net Assets	220,355.17	265,209.87	(44,854.70)
2054 · Reserved for Emergencies	2,700.00	0.00	2,700.00
Net Income	100,728.88	(22,239.15)	122,968.03
<b>Total Equity</b>	323,784.05	242,970.72	80,813.33
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>324,309.38</b>	<b>242,970.72</b>	<b>81,338.66</b>

## Regional Housing Alliance of La Plata County Statement of Revenues & Expenditures vs Budget

08/02/23

Accrual Basis

	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>3000 · Unrestricted Revenues</b>				
<b>3100 · IGA Member Contribution Revenue</b>				
3101 · City of Durango	72,000	72,000	0	100%
3102 · La Plata County	137,250	137,250	0	100%
3103 · Town of Ignacio	4,500	4,500	0	100%
3104 · Town of Bayfield	11,250	11,250	0	100%
<b>Total 3100 · IGA Member Contribution Revenue</b>	225,000	225,000	0	100%
3121 · Interest Income - Bank Accounts	0	140	(140)	0%
<b>Total 3000 · Unrestricted Revenues</b>	225,000	225,140	(140)	100%
<b>Total Income</b>	225,000	225,140	(140)	100%
<b>Expense</b>				
4060 · Dues and Subscriptions	345			
4080 · Liability Insurance	987	933	53	106%
4122 · Office Expense	480	3,442	(2,962)	14%
<b>4315 · Professional Services</b>				
4398 · Prof'l Services - Admin Fee	13,300	13,300	0	100%
4005 · Prof Serv Audit Fees	0	6,000	(6,000)	0%
4322 · Prof'l Services- Legal Fees	1,696	1,600	96	106%
4323 · Prof'l Services- Website	0	600	(600)	0%
4394 · Prof'l Services-Hsng Strategy	103,833	103,833	0	100%
<b>Total 4315 · Professional Services</b>	118,830	125,333	(6,504)	95%
4340 · Rent	2,450	2,450	0	100%
4360 · Telephone & Internet	180	350	(170)	51%
6240 · Miscellaneous	1,000	583	417	171%
<b>Total Expense</b>	124,271	133,092	(8,821)	93%
<b>Net Ordinary Income</b>	100,729	92,048	8,681	109%
<b>Net Income</b>	<b>100,729</b>	<b>92,048</b>	<b>8,681</b>	<b>109%</b>

**Regional Housing Alliance of La Plata County  
Statement of Revenues & Expenditures vs Budget**

08/02/23

Accrual Basis

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1. Donation to Habitat for Humanity in memory of Rachel Taylor-Saghie

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**Regional Housing Alliance of La Plata County  
Revenues & Expenditures Detail**

08/02/23

July 2023

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
<b>Ordinary Income/Expense</b>											
<b>Expense</b>											
<b>4080 · Liability Insurance</b>											
General Journal	07/31/2023	23007			monthly liab insurance expense	Unrestricted ...		14...	140.97		140.97
Total 4080 · Liability Insurance									140.97	0.00	140.97
<b>4315 · Professional Services</b>											
<b>4398 · Prof'l Services - Admin Fee</b>											
Bill	07/01/2023			La Plata Economic Development Alliance	mo admin	Unrestricted ...		20...	1,900.00		1,900.00
Total 4398 · Prof'l Services - Admin Fee									1,900.00	0.00	1,900.00
<b>4322 · Prof'l Services- Legal Fees</b>											
Bill	07/01/2023	4268		Law Office of David Liberman	board packet review; taxing authority research	Unrestricted ...		20...	525.33		525.33
Total 4322 · Prof'l Services- Legal Fees									525.33	0.00	525.33
<b>4394 · Prof'l Services-Hsng Strategy</b>											
Bill	07/01/2023			La Plata Economic Development Alliance	mo contract for 2023	Unrestricted ...		20...	14,833.33		14,833.33
Total 4394 · Prof'l Services-Hsng Strategy									14,833.33	0.00	14,833.33
Total 4315 · Professional Services									17,258.66	0.00	17,258.66
<b>4340 · Rent</b>											
Check	07/01/2023	bp		Durango Chamber of Commerce	mo rent	Unrestricted ...		10...	350.00		350.00
Total 4340 · Rent									350.00	0.00	350.00
<b>4360 · Telephone &amp; Internet</b>											
Check	07/01/2023	bp		Fasttrack Communications, Inc.	mo service	Unrestricted ...		10...	27.24		27.24
Total 4360 · Telephone & Internet									27.24	0.00	27.24
Total Expense									17,776.87	0.00	17,776.87
Net Ordinary Income									17,776.87	0.00	(17,776.87)
<b>Net Income</b>									<b>17,776.87</b>	<b>0.00</b>	<b>(17,776.87)</b>

**Regional Housing Alliance of La Plata County**  
**Budget Overview this Fiscal Year**  
 January through December 2023

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	Jan - Dec 23
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
3900 · Grant Revenue	500,000.00
3000 · Unrestricted Revenues	
3100 · IGA Member Contribution Revenue	
3101 · City of Durango	72,000.00
3102 · La Plata County	137,250.00
3103 · Town of Ignacio	4,500.00
3104 · Town of Bayfield	11,250.00
<b>Total 3100 · IGA Member Contribution Revenue</b>	<b>225,000.00</b>
3121 · Interest Income - Bank Accounts	250.00
<b>Total 3000 · Unrestricted Revenues</b>	<b>225,250.00</b>
<b>Total Income</b>	<b>725,250.00</b>
<b>Expense</b>	
4002 · Grants Distributed	500,000.00
4004 · Matching Grants Distributed	100,000.00
4080 · Liability Insurance	1,600.00
4122 · Office Expense	5,900.00
4315 · Professional Services	
4398 · Prof'l Services - Admin Fee	23,000.00
4005 · Prof Serv Audit Fees	6,000.00
4322 · Prof'l Services- Legal Fees	2,500.00
4323 · Prof'l Services- Website	1,200.00
4394 · Prof'l Services-Hsng Strategy	178,000.00
<b>Total 4315 · Professional Services</b>	<b>210,700.00</b>
4340 · Rent	4,200.00
4360 · Telephone & Internet	600.00
6240 · Miscellaneous	1,000.00
<b>Total Expense</b>	<b>824,000.00</b>
<b>Net Ordinary Income</b>	<b>(98,750.00)</b>
<b>Net Income</b>	<b>(98,750.00)</b>

ACTION	STATUS	Dec	Jan	Feb	Mar	Apr	May	June	July	August	September	October	November	December	NOTES
<b>#1 Centralize area housing information and resources</b>	In progress														
<i>subtask #1 Build a hub</i>	In progress														
<i>subtask #2 Fact Sheet/Presentation</i>	Complete														Completed in March 2023
<i>subtask #3 Website</i>	In progress														
<i>subtask #4 Public Outreach/Support</i>	Ongoing														
<b>#2 Fund workforce housing</b>	In progress														
<i>subtask #1 Catalyst Fund</i>	Ongoing														
<i>subtask #2 Startup Fund</i>	Complete														Completed in February 2023
<i>subtask #3 Develop Process</i>	Complete														Completed in March 2023
<i>subtask #4 Hire Coordinator</i>	Complete														Completed in December 2022
<i>subtask #5 Inventory Projects</i>	Ongoing														
<i>subtask #6 Define Joint Outcomes</i>	In progress														Will complete strategic planning session with the board
<i>subtask #7 Catalyst fundraising</i>	Ongoing														
<i>subtask #8 Apply for Prop 123</i>	In progress														
<i>subtask #9 County or municipal tax for workforce housing</i>	In progress														
<i>subtask #9 Catalyst Fund Grant Writing</i>	Ongoing														
<i>subtask #9 Tracking Opportunities</i>	Ongoing														
<i>subtask #10 Grant Writing in collab with public partners</i>	Ongoing														
<i>subtask #9 Grant Writing</i>	In progress														
<i>subtask #10 Apply for 3 grants</i>	In progress														
<i>subtask #11 Manage all awarded projects</i>	Yet to begin														
<b>#3 Support area housing efforts</b>	In progress														
<i>subtask #1 Write letters of support</i>	Ongoing														
<i>subtask #2 Public meeting support</i>	Ongoing														
<i>subtask #3 Educational forums/webinars</i>	Ongoing														Chamber of Commerce Eggs and Issues, DOH/CHFA Housing forum in Durango in July, DOH tech assistance education series in July. Webinars in the fall
<b>#4 Rental assistance</b>	In progress														
<i>subtask #1 Employer focus group series</i>	Yet to begin														
<i>subtask #2 Create program pilot</i>	In progress														
<i>subtask #3 Work with employers to create rental assistance</i>	In progress														
<b>#5 Unite regional approach</b>	In progress														







## Regional Housing Alliance (RHA) of La Plata County (LPC) First Year Objectives

1. Centralize area housing information and resources
  - Build a hub of housing information for LPC available to the public that includes area and state resources, current area projects and needs, and partner contact information (RHA and Alliance)
  - ~~Create/update/maintain a La Plata County Workforce Housing Fact Sheet and Presentation (RHA and Alliance)~~
  - Initiate and implement website development and management (Alliance)
  - Inventory all projects in development and create/update a dashboard (Alliance and RHA)
  - Oversee public outreach and support (Alliance)
  
2. Fund workforce housing
  - Catalyst Fund (Alliance)
    - ~~Start up Catalyst Fund Committee of 7 members February 2023~~
    - ~~Develop rubric of criteria for project approval and application process March 2023~~
    - ~~Hire Technical Assistance and Coordinator December 2022~~
    - ~~Inventory projects and support as it compliments the RHA mission~~
    - ~~Define joint outcomes and build fundraising strategy around them~~
    - ~~Catalyst fundraising~~
  - Apply for Prop 123 (RHA and Alliance)
  - ~~Study and support a county or municipal tax or fee for workforce housing (RHA)~~
  - Grant writing (Alliance)
    - ~~Grant prospecting and tracking both public and private opportunities (Ongoing)~~
    - Grant writing and collaboration with public partners
    - Apply for 3 large-scale grants in 2023 (\$500k and up)
    - Manage all awarded projects
  
3. Support area housing efforts
  - ~~Writing letters of support for entities applying for state or grant funds (i.e. HomesFund, Town of Bayfield, etc.) (Alliance)~~
  - ~~Public meeting support for local private workforce housing developments that are deemed sound (RHA and Alliance)~~
  - ~~Provide education forums and webinars (RHA and Alliance)~~
  
4. Rental assistance
  - Coordinate and facilitate employer focus group series (Alliance)
  - Create programming from pilot and work with public partners to incorporate programs (RHA and Alliance)

- Work with employers to create rental assistance program for FTEs (Alliance)
5. Unite regional approach to workforce housing policy and support project expedition
- Facilitate multiple jurisdiction meetings to discuss and determine best approach to development (RHA and Alliance)
  - Determine joint deed restrictions approach
  - Facilitate joint efforts on pursuing Prop 123 and adhering to county-wide guidelines
  - Coordinate with public partner housing resources to expedite opportunities through land use and permitting (Alliance) policy changes process:
    - Review the barriers encountered by public housing partners (Alliance)
    - Review the barriers encountered by contractors
    - Meet with the land use department stakeholders and discuss the barriers
    - Determine whether or not the barrier is required/intended, codified, lack of resources, funding or a traditional practice.
    - Outline key measures that the local government could set as criteria for expedition
  - Document expedition criteria
  - Compile best practices, processes, list of contractors, and case studies (RHA and Alliance)
  - Support review and refinement of land use code/building code in the county and municipality levels (RHA and Alliance)
  - ~~Professional service to start up Office, Internet, Phone and Printing Costs (1 Year lease with option for 2 more years) December 2022~~

**FUNDING OPPORTUNITIES**

Grant Name	Project/Summary	Amount	Deadline	Notes
National Association of Realtors Housing Opportunity Grants	<a href="https://realtorparty.realtor/community-outreach/housing-opportunity">https://realtorparty.realtor/community-outreach/housing-opportunity</a>	\$ 5,000.00		<a href="https://realtorparty.realtor/community-outreach/housing-opportunity">https://realtorparty.realtor/community-outreach/housing-opportunity</a>
Strong Communities	<p>The Strong Communities Grant Program supports Colorado municipalities and counties in planning for sustainable growth and development patterns and developing affordable housing. Planning grants will help communities align policies and regulations to locate affordable housing in infill locations near jobs, transit, and everyday services. Infrastructure grants will provide funding to local governments for infrastructure associated with the development of community benefit-driven infill affordable housing that meets critical housing needs as identified by the local government.</p>			<a href="https://dlq.colorado.gov/strong-communities">https://dlq.colorado.gov/strong-communities</a>
Prop 123	<p>Share on Facebook Share on Twitter Share on LinkedIn Email this link</p> <p>Several hundred million dollars for affordable housing will become available in the second half of 2023 due to the enactment of Proposition 123(External link) by Colorado’s voters in 2022. This funding will be overseen by the Department of Local Affairs(External link) and the Governor’s Office of Economic Development and International Trade(External link), and may be granted or loaned to the following types of organizations:</p> <ul style="list-style-type: none"> <li>Non-profits</li> <li>Community land trusts</li> <li>Private entities</li> <li>Local governments</li> </ul> <p>Organizations are only eligible for this funding if their project or program take place in cities or counties that have committed to increasing their affordable housing stock above a baseline amount. Stakeholders should regularly visit this site to find</p>			<a href="https://co.accessgov.com/doh/Forms/Page/prop123/prop123-affordable-housing-commitment/0">https://co.accessgov.com/doh/Forms/Page/prop123/prop123-affordable-housing-commitment/0</a>

<b>Energy/Impact Fund</b>	<p>Energy/Mineral Impact Assistance Fund Grant (EIAF)  The program assists political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.</p>	up to \$2M	<a href="https://dlq.colorado.gov/energy-mineral-impact-assistance">https://dlq.colorado.gov/energy-mineral-impact-assistance</a>
<b>Transformational Homelessness Response Grant Program.</b>	<p>DOFA. State. Project-based funding. The aim of this Transformational Homelessness Response Grant Program NOFA is to create a future where homelessness is rare and brief when it occurs, and no one gets left behind. The NOFA achieves this aim by advancing and implementing proven solutions and program models that reduce homelessness in a holistic and sustainable way by targeting many of the key underlying factors necessary for people to thrive. Deadline Letters of Intent due May 15, September 15; January 15, 2024. Deadline Application June 15, October 15; February 15, 2024.</p>		
<b>Innovative Housing Incentive Program</b>	<p>OEDIT. State. Project-based funding. The grant is designed to help support the expansion of affordable housing with funding for manufacturers and housing factories. They also have a loan program specifically for factories.</p>		<a href="https://oedit.colorado.gov/innovative-housing-incentive-program">https://oedit.colorado.gov/innovative-housing-incentive-program</a>
<b>Thriving Communities</b>	<p>HUD Invites Local Governments to Request Thriving Communities Technical Assistance to Align Housing and Infrastructure Investments. HUD. Federal. HUD opened the portal for local governments to request technical assistance for its Thriving Communities technical assistance program. This funding will help local governments ensure housing needs are considered as part of their larger infrastructure investment plans, with a focus on disadvantaged communities.</p>		<a href="https://www.transportation.gov/federal-interagency-thriving-communities-network">https://www.transportation.gov/federal-interagency-thriving-communities-network</a>
<b>Addressing Homelessness in Rural Communities</b>	<p>HUD &amp; USDA. A Technical Assistance Guide. Providing supportive housing in rural areas presents a significant challenge – one that is being exacerbated by economic distress caused by the COVID-19 pandemic. Rural communities struggle to find adequate, affordable rental units as well as access to the services their most vulnerable tenants need. Both U.S. Department of Agriculture (USDA) and U.S. Department of Housing and Urban Development (HUD) offer programs that can address the challenge.</p>		<a href="https://www.hudexchange.info/resource/6741/addressing-homelessness-in-rural-communities-a-technical-assistance-guide/?utm_source=HUD+Exchange+Mailing+List&amp;utm_campaign=eb5148ccdc-EMAIL_CAMPAIGN_2022_11_16_07_28&amp;utm_medium=email&amp;utm_term=0_f32b935a5f-eb5148ccdc-19862321">https://www.hudexchange.info/resource/6741/addressing-homelessness-in-rural-communities-a-technical-assistance-guide/?utm_source=HUD+Exchange+Mailing+List&amp;utm_campaign=eb5148ccdc-EMAIL_CAMPAIGN_2022_11_16_07_28&amp;utm_medium=email&amp;utm_term=0_f32b935a5f-eb5148ccdc-19862321</a>

One of the programs I mentioned, Housing Preservation Grants, seemed to have garnered some interest amongst the group. The application window for Housing Preservation grants is now open. The deadline is June 5th, 2023. Would you be able to share this message and link with the CMHC conference attendees? Or, is there an email distribution list that I can use. Thank you for any help you can provide.

Also, you're welcome to share this information with anyone in your networks.

Please have interested persons contact me or Debby Rehn for more information. Here is Debby's information:

Debby Rehn  
 Loan Specialist | Colorado State Office  
 USDA Rural Development  
 Phone: (720) 544-2918  
 Email: [debby.rehn@usda.gov](mailto:debby.rehn@usda.gov)

<https://www.rd.usda.gov/programs-services/single-family-housing-programs/housing-preservation-grants>

**USDA - Housing Preservation Grants**

6.5.23

**Direct Effect Awards**

Colorado Housing and Finance Authority. State. Project-based funding. CHFA's Direct Effect Awards recognize Colorado nonprofit organizations whose missions align with CHFA's work to strengthen Colorado by investing in affordable housing and community development. Deadline Round 1 Opens May 1 Closes May 31. Round 2 Opens September 1 and Closes September 29.

\$ 30,000 5.31.23



## Amended Public Comment

**Original:** Laurie Roberts voiced concerns about The Gauge apartment project, asking if similar consideration has been given to housing for low-income and service workers.

**Amended:** Laurie Roberts, a children’s mental health professional, noted the importance of children seeing adults coming together to solve problems and the role of the RHA Board in setting that example. Especially concerning the innovative creation of housing as advocated by Gov. Polis. She questioned the Board’s recent tour of The Guage Apartments development and expressed an expectation that the RHA have information readily available on the number of units needed in the community and what kind of tenants would be in those units. She asked if units are being created for the dishwashers and garbage collectors who will serve the new residents of The Guage and stressed the need for units that teachers and firefighters can afford.

**Recording:**

[https://us06web.zoom.us/rec/share/E9Jhg5nbW3IpN4LG6bz6XVh\\_IR\\_XiV5j4db-Swpb4UTYbTjHLtJxhPKwijev2dp.2YJTntf4ic4i0cW7](https://us06web.zoom.us/rec/share/E9Jhg5nbW3IpN4LG6bz6XVh_IR_XiV5j4db-Swpb4UTYbTjHLtJxhPKwijev2dp.2YJTntf4ic4i0cW7)

Passcode:N^41BHqa

**CURRENT GRANTS**

Jurisdiction	Grant Name	Project/Summary	Amount Requested	Date	Adjusted Amount Requested	Date	Status	Amount Granted	Date
<b>Bayfield</b>									
	HB22-1304 & 1377	Cinnamon Heights - Infrastructure for 30 to-be Deed Restricted Townhome units. Lots owned by Town of Bayfield. Start 2023. Pre-App mtg 1.18.2023 and invited to apply by 2.1.23. Asked to reduce amount for consideration.	\$ 2,656,158	3.1.23	\$ 2,000,000	6.13.23	We did receive \$2 Million for the TAHG grant for Cinnamon Heights infrastructure	\$ 2,000,000	8.8.23
	HB22-1304 Strong Communities grant	We will be asking for \$700,000 for the Cinnamon Heights Deed Restricted project and \$1,219,000 for Charlie Albert's Pine River Commons Phase 1 Deed Restricted project.	\$ 1,919,000	8.18.23			We are also going to be submitting a Letter of Intent by the August deadline		
<b>Durango</b>									
	HB21-1271	Best Western LIHTC conversion/new construction - Fee waivers. for 120 units of 30% to 60% AMI rentals. Start 2023	\$ 1,000,000	9.1.22			Durango has received the fully executed IHOI grant agreement for Residences at Durango (Best Western conversion) and is \$1 million for the award	\$ 1,000,000	5.23.23
	HB21-1271	Three Springs - Infrastructure Partnership to complete construction. Drawings for Wilson Gulch Road to service Village 2 and a near-term. Land trust model for 180 to 270 units.	\$ 544,000	9.1.22			Submitted to DOLA by grant deadline of 1/31/23. Durango did receive our Notice of Award and are working with DOLA on our grant contract.		
	HB21-1117	Planning Grant Program (IHOP) for housing feasibility study for rental and homeownership pertaining to City's inclusionary zoning. (with \$40K match from City)	\$ 120,000	10.5.22			2/21/23 City appropriated the 25% Match and contracted with Root Policy Research with and project kickoff meeting was on 3/1/23 (approx. 7 month project timeline)	\$ 120,000	11.22.22
	Congressionally Direct Funding 2021 Request	Best Western (4% LIHTC project) HUD Grant Award	\$ 9,000,000	11.1.21			**Original ask, current ask, and awarded	\$ 3,000,000	10.4.22
	HB22-1304 Infrastructure and Strong Communities	City of Durango is submitting a Letter of Intent (LOI) for funding for Durango Crossings project for the max request of \$4 million (20% local match is required). This is a public-private partnership utilizing city owned vacant land and collaboration with adjacent land owner to achieve 50% of the units for affordable and local workforce.	\$ 4,000,000	8.18.23			City Council provided a Resolution in Support at their 8/1/23 Regular Meeting.		



<b>Ignacio</b>									
IHOI Grant Program	Rock Creek Housing Project Infrastructure Grant	\$ 2,000,000	9.1.22			Infrastructure design is complete and project is out to bid with an estimated start date in September. Anticipate a September ground breaking event.	\$ 2,000,000	4.13.23	
LPC Affordable Housing Grant and Loan Fund	Rock Creek Housing Project Infrastructure Grant Request	\$ 690,000	4.10.23			Completing response to LPC questions regarding project and utilization of funding.			
LPCEDA - Housing Ca Catalyst Fund Grant Request		\$ 75,000	4.7.23	\$ 50,000	6.1.23	Received \$50K in funding and 10 hrs. of TA. Excited to utilize funds and TA which are necessary to move this project forward.	\$ 50,000	7.1.23	
<b>La Plata County</b>									
HB21-1271	Westside Mobile Home Park - money for infrastructure and unit upgrades. Start upon award. On 12.20.22 invited to apply for 2nd round	\$ 3,000,000	9.1.22			Complete. Award made.	\$ 800,000	3.13.23	
<b>RHA</b>									
HB21-1271 - DOH Technical Assistance	The Affordable Housing Toolkit for Local Officials offers technical assistance to communities working to make progress on local housing goals. City of Durango sent letter of support. RHA asked for help with best practices in our fund balance, grant writing, and how to facilitate a potential tax for workforce housing.	\$ 100,000	3.1.23			The RHA received the award letter for the Affordable Housing Toolkit for Local Officials. We are completing the Scope of Work to include: help with best practices in our fund balance, grant writing, how to facilitate a potential tax for workforce housing, other Housing Authorities best practices and case studies, and to provide a facilitated strategic development session this fall for the RHA Board	\$ 85,000	5.25.23	
HB21-1271 - DOH Technical Assistance	Affordable Housing Technical Assistance training sessions for housing leaders and industry with the City of Durango	\$ 20,000	3.15.23			Completed July 26-27 educational series.	\$ 20,000	5.25.23	
<b>Total Funds Requested</b>		<b>\$ 25,004,158</b>		<b>\$ 2,050,000</b>			<b>\$ 9,075,000</b>		

Indicates change/update from last report



Bayfield Mobile Home Park  
1591 County Road 526  
Bayfield, CO 81122

July 24, 2023

Via Certified Mail

Bayfield Mobile Home Park Residents  
1591 County Road 526  
Bayfield, CO 81122

City of Bayfield  
c/o Administration and/or City Attorney  
1199 Bayfield Parkway  
PO Box 80  
Bayfield, CO 81122

Mobile Home Park Oversight Program  
Attn: MHP Sale  
Colorado Division of Housing  
1313 Sherman Street, #320  
Denver, CO 80203  
(and via e-mail to: [MHPOP@state.co.us](mailto:MHPOP@state.co.us))

Dear Resident Mobile Home Owners, City of Bayfield, and Mobile Home Oversight Program:

We write to inform you that Bayfield Investors, LLC, owner of the Bayfield Manufactured Housing Community, located at 1591 County Road 526, Bayfield, Colorado 81122 (the "Park"), intends to sell and has signed a listing agreement surrounding the sale of the Park, and intends to make a final, unconditional acceptance of an acceptable offer for the sale of the Park, together with all improvements, amenities, fixtures, and equipment located on the land; any Park-owned units or structures owned by seller or its affiliates; all leases, rental agreements, guest databases, books and records; and all other personal property used in connection with the ownership and operations of the Park. This letter is being sent in connection with the notice contemplated under Colorado Revised Statutes (C.R.S.) § 38-12-217 (1)(a)(*notice of intent to sell the park*) and (1)(a)(II)(A) (*notice of signing a listing agreement for the sale of the park*).

The entirety of the current version of C.R.S. § 38-12-217, et seq., is attached hereto (in English and Spanish). Please refer to subsections (4) to (9), which provide the applicable homeowners' rights under the statute. Additional information is found at the Colorado Division of Housing Mobile Home Park Oversight Program's website: [Mobile Home Park Oversight Program | Department of Local Affairs \(colorado.gov\) – https://cdola.colorado.gov/mobile-home-park-oversight](https://cdola.colorado.gov/mobile-home-park-oversight).

57072542.1

Terms of Offer:

Property Description: See bottom of this notice.

Purchase Price: \$5,750,000.000

Financing Contingency: All cash or payment via a new loan to buyer.

Effective Date: The Effective Date shall be the later of the mutual execution of the Purchase and Sale Agreement by the Buyer and Seller or the delivery of the Due Diligence materials.

Earnest Money: \$100,000 (plus terms)

Title: Special Warranty Deed or equivalent.

Due Diligence Period: 30 days for inspections; 60 days (running concurrently) to secure new financing.

Closing: Closing shall be thirty (30) days after expiration of the Due Diligence Period and after new loan contingency, to be extended as needed to ensure compliance with Colorado law surrounding notices to residents of the sale of the property.

Closing Costs: Split between buyer and seller.

Pursuant to the above-referenced Colorado law, any recipient of this letter must keep confidential all information regarding the proposed sale of the Park, except as necessary to evaluate or obtain financing for the prospective transaction. Accordingly, the recipient shall not provide copies of this letter or any other confidential information to any third party without the prior written consent of Bayfield Investors, LLC, or as permitted or required by law.

Thank you for your cooperation.

Sincerely,

Barry Higgins  
Authorized agent for Bayfield Investors, LLC

LEGAL DESCRIPTION

All of Bayfield MHC, including:

Section: 12, Township: 34, Range: 7 TR IN, AKA LOT 1, BAYFIELD GARDENS SUB PL  
# 819397 12/13/01 (1591 CR 526 BAYFIELD 81122)

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West's Colorado Revised Statutes Annotated

Title 38. Property--Real and Personal (Refs & Annos), Tenants and Landlords

Article 12. Tenants and Landlords

Part 2. Mobile Home Park Act (Refs & Annos)

C.R.S.A. § 38-12-217

§ 38-12-217. Notice of change of use--notice of sale or closure of park--opportunity for home owners to purchase--procedures--exemptions--enforcement--private right of action--definition

Effective: October 1, 2022.

(1) Except as specified in subsection (12) of this section:

(a)(I) A landlord shall provide notice of the landlord's intent to sell the park within fourteen days of a triggering event demonstrating the landlord's intent to sell. The notice must be given in accordance with the requirements of subsection (2) of this section.

(II) A triggering event requiring notice under this subsection (1)(a) includes any time the landlord:

(A) Signs a contract with a real estate broker or brokerage firm to list the park for sale or to sell or transfer the park;

(B) Signs a letter of intent, option to sell or buy, or other conditional written agreement with a potential buyer for the sale or transfer of the park, which includes the estimated price, terms, and conditions of the proposed sale or transfer, even if such price, terms, or conditions are subject to change;

(C) Signs a contract with a potential buyer's real estate broker or brokerage firm related to the potential sale or transfer of the park;

(D) Accepts an earnest money promissory note or deposit from a potential buyer for the sale or transfer of the park;

(E) Responds to a potential buyer's due diligence request for the park;

(F) Provides a signed property disclosure form for the park to a potential buyer;

(G) Lists the park for sale;

(H) Makes a conditional acceptance of an offer for the sale or transfer of the park;

(I) Takes any other action demonstrating an intent to sell the park; or

(J) Receives a notice of election and demand or lis pendens related to foreclosure of the park pursuant to part 1 of article 38 of this title 38 or a notice that a certificate of levy has been filed related to the park pursuant to section 13-56-101;

(b) A landlord shall provide notice of the landlord's intent to change the use of the land comprising the mobile home park in accordance with the requirements of subsection (2) of this section at least twelve months before the change in use will occur.

(c) No earlier than ninety days after giving the notice required by subsection (1)(a) of this section, a landlord may post information in a public space in the mobile home park describing the method for providing a signed writing to the mobile home park owner related to the opportunity to purchase. The posting must include standard forms created by the department of local affairs related to the opportunity to purchase and the rights of mobile home park owners related to the opportunity to purchase, including a standardized form developed by the department of local affairs for the landlord to use to request the signatures of home owners who decline to participate in efforts to purchase a community. If, no earlier than ninety days after a landlord provides the notice required by subsection (1)(a) of this section, at least fifty percent of the home owners who reside in the park provide signed writings to the landlord declining to participate in purchasing the park, then the opportunity to purchase provided by subsection (4) of this section terminates even if the one-hundred-twenty-day period provided for in subsection (4) (a) of this section has not yet elapsed.

(d) A landlord shall not solicit or request a home owner's intention or a signed writing related to the opportunity to purchase during the initial ninety days after giving notice pursuant to subsection (1)(a) of this section. During the time period for considering an opportunity to purchase, a landlord shall not attempt to coerce, threaten, or intimidate a home owner or provide any financial or in-kind incentives to a home owner to influence the home owner's vote or decision and shall not take retaliatory action against a home owner after the home owner's vote or decision. Any complaints alleging violation of this subsection (1) may be resolved under part 11 of this article 12 and subsection (15) of this section.

(2) Notice--requirements. (a) To provide notice as required by subsection (1)(a) or (1)(b) of this section, the landlord shall mail the notice in both English and Spanish by certified mail to:

(I) Each home owner, using the most recent address of the home owner, and shall post a copy of the notice in a conspicuous place on the mobile home or at the main point of entry to the lot;

(II) The municipality or, if the park is in an unincorporated area, the county within which the park is located;

(III) The division of housing in the department of local affairs; and

(IV) Each home owners' association, residents' association, or similar body that represents the residents of the park.

(b) In addition to mailing the notice, the landlord shall:

(I) Provide the notice in both English and Spanish by e-mail to each resident who has an e-mail address on file with the landlord; and

(II)(A) Post the notice in both English and Spanish in a clearly visible location in common areas of the mobile home park, including any community hall or recreation hall. The notice must remain publicly posted for a period of at least one hundred twenty days from the date it is posted or until the opportunity to purchase has expired.

(B) The landlord shall make a good faith effort to comply with the notice requirement in subsection (2)(b)(II)(A) of this section. A good faith effort by the landlord to comply with the notice requirement in subsection (2)(b)(II)(A) of this section will not render a sale of a park to be out of compliance with this section.

(3) Contents of notice. The notice given pursuant to subsection (1)(a) of this section must include notice of home owners' rights and remedies under this section. If the triggering event involves a potential sale, the notice must also include a description of the property to be purchased, the price, terms, and conditions

of an acceptable offer the landlord has received to sell the mobile home park or the price or terms and conditions for which the landlord intends to sell the park, and any other terms or conditions which, if not met, would be sufficient grounds, in the landlord's discretion, to reject an offer from a group of home owners or their assignees. The price, terms, and conditions stated in the notice must be universal and applicable to all potential buyers, and must not be specific to and prohibitive of a group or association of home owners or their assignees making a successful offer to purchase the park. The information regarding the proposed sale and the price, terms, and conditions of an acceptable offer may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.

(4) Offer to purchase--who may submit--time limits. (a) A group or association of home owners or their assignees have one hundred twenty days after the date that the landlord mails a notice required by subsection (1)(a) of this section to:

(I) Submit to the landlord a proposed purchase and sale agreement and obtain an offer for any necessary financing or guarantees;

or

(II) Submit to the landlord an assignment agreement pursuant to subsection (8) of this section.

(b) Notwithstanding subsection (4)(a) of this section, if a foreclosure sale of the park is scheduled for less than one hundred twenty days after the landlord mails a notice required by subsection (1)(a) of this section, the opportunity granted by subsection (4)(a) of this section terminates on the date of the foreclosure sale.

(c) A group or association of home owners or their assignees has the opportunity granted by subsection (4)(a) of this section if the group or association of home owners or their assignees have the approval of at least fifty-one percent of the home owners in the park. The group or association of home owners or their assignees must submit to the landlord reasonable evidence that the home owners of at least fifty-one percent of the occupied homes in the park have approved the group or association purchasing the park.

(5) Landlord's duty to consider offer. A landlord that has given notice as required by subsection (1)(a) of this section shall:

(a) Provide documents, data, and other information in response to reasonable requests for information from a group or association of home owners or their assignees participating in the opportunity to purchase that would enable them to prepare an offer. The documents, data, and other information provided may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.

(b)(I) Negotiate in good faith with a group or association of home owners or their assignees.

(II) For purposes of this subsection (5)(b), negotiating in good faith includes, but is not limited to, evaluating an offer to purchase from a group of home owners or their assignees without consideration of the time period for closing, the type of financing or payment method, whether or not the offer is contingent on financing or payment method, or whether or not the offer is contingent on financing, an appraisal, or title work, and providing a written response within seven calendar days of receiving an offer from a group of home owners or their assignees. The written response must accept or reject the offer, and if the offer is rejected, must state:

(A) The current price, terms, or conditions of an acceptable offer that the landlord has received to sell the mobile home park, if the price, terms, or conditions have changed since the landlord gave notice to the home owners pursuant to subsection (3) of this section; and

(B) A written explanation of why the landlord is rejecting the offer from a group of home owners and what terms and conditions must be included in a subsequent offer for the landlord to potentially accept it.

(III) The price, terms, and conditions of an acceptable offer stated in the response must be universal and applicable to all potential buyers, and must not be specific to and prohibitive of a group or association of home owners or their assignees making a successful offer to purchase the park.

(c) Schedule a closing date for a purchase and sale agreement.

(6) Expiration of opportunity to purchase. (a) If the one-hundred-twenty-day period provided for in subsection (4)(a) of this section elapses and a group or association of home owners or their assignees have not submitted a proposed purchase and sale agreement or obtained a financial commitment, the group's or association's opportunities provided by this section terminate.

(b) A landlord shall give a group or association of home owners or their assignees an additional one hundred twenty days after the one-hundred-twenty-day period provided by subsection (4)(a) of this section to close on the purchase of the mobile home park.

(7) Extension or tolling of time. (a) The one-hundred-twenty-day periods described in subsections (4)(a) and (6)(b) of this section may be extended by written agreement between the landlord and the group or association of home owners or their assignees.

(b) The group or association of home owners or their assignees are entitled to tolling of the time periods described in subsection (4)(a) and (6)(b) of this section in any of the following circumstances:

(I) If there is a reasonable delay in obtaining financing or a required inspection or survey of the land that is outside the control of the group or association of home owners or their assignees, the time period is tolled for the duration of the delay;

(II) If the group or association of home owners or their assignee files a nonfrivolous complaint with the department of local affairs alleging a violation of this section, the time period is tolled until the department of local affairs issues a written notice of violation or notice of nonviolation that has become a final agency order determining whether a violation has occurred or the parties reach a resolution by signing a settlement agreement approved by the department of local affairs; and

(III) If the group or association of home owners has attempted to assign their rights pursuant to subsection (8) of this section, the time period is tolled from the time the group or association makes the offer of assignment until the potential assignee either confirms in writing that the offer is rejected or a written assignment contract is executed; except that the time period shall not be tolled for more than ninety days pursuant to this subsection (7)(b)(III).

(8) Assignment of right to purchase. (a) A group or association of home owners or their assignees that have the opportunity to purchase under subsection (4) of this section may assign their purchase right to a local government, tribal government, housing authority, nonprofit with expertise related to housing, or to the state or an agency of the state, for the purpose of continuing the use of the park.

(b)(I) If a group or association of home owners or their assignees comprising more than fifty percent of home owners in a park choose to assign their rights to a public entity under this subsection (8), the home owners or their assignees shall enter into a written assignment contract with the public entity. The

assignment contract must include the terms and conditions of the assignment and for how the park will be operated if the public entity purchases the park. The assignment contract must provide that the terms and conditions are applicable to any designee selected by the public entity pursuant to subsection (8)(b)(II) of this section. The terms and conditions may include, but are not limited to:

- (A) Any deed restrictions that may be required or permitted regarding the lots or the houses in the park;
- (B) Any restrictions on rent or fee increases that apply if the public entity purchases the park;
- (C) Any required conditions, such as the required demonstration of approval from home owners, for redeveloping or changing the use of some or all of the park;
- (D) A management agreement for how the park will be operated if the public entity purchases the park;
- (E) Any changes to park rules or regulations that apply if the public entity purchases the park; and
- (F) Any agreement between the parties regarding the transfer of statutory responsibilities associated with managing the park, and any limitations or waivers of liability.

(II) A public entity shall only exercise its right of first refusal for the purpose of preserving the mobile home park as longterm affordable housing. The public entity may designate a housing authority or other political subdivision to purchase the park pursuant to the public entity's right of first refusal for this purpose if the option for a designation is expressly agreed to in the assignment contract.

(III) The public entity or its designee shall promptly provide notice of the assignment contract to the landlord.

(c)(I) If a landlord receives notice that a group or association of home owners has entered an assignment contract with a public entity pursuant to subsection (8)(b) of this section, the landlord shall provide a right of first refusal to the public entity or its designee. Any purchase and sale agreement entered into by the landlord must be contingent upon the right of first refusal of the public entity or its designee to purchase the mobile home park.

(II) Within thirty days after receiving notice of an assignment contract, the landlord shall provide the public entity or its designee with the terms upon which the landlord would accept an offer to sell the park or a contingent purchase and sale agreement that is effective upon its execution. The public entity has one hundred twenty days from the date the public entity or its designee receives the terms or contingent purchase and sale agreement to notify the landlord of the public entity's intent to purchase the mobile home park or of the public entity's intent to facilitate the purchase of the mobile home park by its designee.

(III) The landlord shall sell the mobile home park to the public entity or its designee if, within the one-hundred-twenty-day period, the public entity or its designee:

- (A) Notifies the landlord of its intent to purchase the park or facilitate the purchase of the park by its designee;
- (B) Accepts the contingent purchase and sale agreement provided by the landlord or offers the landlord terms that are economically substantially identical to the terms of the contingent purchase and sale agreement or to the terms the landlord provided pursuant to subsection (8)(c)(II) of this section; and
- (C) Commits to close within one hundred twenty days from the date the public entity or its designee and the owner sign a purchase and sale agreement.



(IV) For the purpose of determining whether the terms of an offer are economically substantially identical under subsection (8)

(c)(III)(B) of this section, it is immaterial how the offer would be financed.

(d) A landlord shall not take any action that would preclude the public entity or its designee from succeeding to the rights of and assuming the obligations of the designee of the terms of the contingency purchase and sale agreement or negotiating with the landlord for the purchase of the mobile home park during the notice periods identified in this section.

(e) In addition to any other times, during the notice periods identified in this section, a public entity may pursue preservation of the mobile home park as affordable housing through negotiation for purchase or through condemnation.

(f) As used in this subsection (8), “public entity” means the state, an agency of the state, a local government, a tribal government, or any political subdivision of the state, a local government, or a tribal government.

(9) Independence of time limits and notice provisions. (a) Except as provided in subsection (9)(b) of this section, each occurrence of a triggering event listed in subsection (1)(a) of this section creates an independent, one-hundred-twenty-day opportunity to purchase for the group or association of home owners or their assignees. If a one-hundred-twenty-day opportunity to purchase is in effect and a new triggering event occurs, the ongoing one-hundred-twenty-day time period terminates and a new one-hundred-twenty-day time period begins on the latest date on which the landlord gives notice, as required by subsection (1)(a) or (2) of this section, of the new triggering event.

(b)(I) A landlord is not required to provide a new or subsequent notice of intent to sell for each triggering event listed in subsection (1)(a) of this section if:

(A) The new demonstration of intent occurs within sixty calendar days of the certified mailing of the most recent notice under subsection (2) of this section; and

(B) There are no material changes to the identity of a potential buyer if the landlord has made a conditional agreement with a buyer; to the time when the park is listed for sale; or to the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or for which the landlord intends to sell the park, which were included in the most recent notice provided pursuant to subsection (1)(a) of this section.

(II) Any material change to the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or for which the landlord intends to sell the park is considered a new triggering event, requiring a new notice pursuant to subsection (1)(a) of this section and creating a new one-hundred-twenty-day time period.

(c) A notice required under this section is in addition to, and does not substitute for or affect, any other notice requirement under this part 2.

(10) A landlord shall not make a final, unconditional acceptance of any offer for the sale or transfer of the park until:

(a) The landlord has considered an offer made by a group or association of home owners or their assignees pursuant to subsections (4), (5), and (8) of this section; or

(b) The applicable period for exercise of the opportunity to purchase has expired pursuant to subsection (6) of this section.

(11) Failure to complete transaction--affidavit of compliance. If the group or association of home owners or their assignees are not the successful purchaser of the park, the landlord shall provide evidence of compliance with this section by filing an affidavit of compliance with:

(a) The municipality or, if the park is in an unincorporated area, the county, within which the park is located; and

(b) The division of housing in the department of local affairs.

(12) Exemptions from notice requirement. Notwithstanding any provision to the contrary, a landlord is not required to give notice or extend an opportunity to purchase to a group or association of home owners or their assignees if the sale, transfer, or conveyance of the mobile home park is:

(a) To a spouse, a partner in a civil union, or a parent, sibling, aunt, uncle, first cousin, or legally recognized child of the landlord;

(b) To a trust the beneficiaries of which are the spouse, partner in a civil union, or legally recognized children of the landlord;

(c)(I) To a business entity or trust that the transferring business entity or trust controls, directly or indirectly.

(II) As used in this subsection (12)(c), "controls" means:

(A) Owns entirely as a subsidiary;

(B) Owns a majority interest in; or

(C) Owns as large an ownership interest as any other owner, with a minimum ownership interest of twenty-five percent.

(d) To a family member who is included within the line of intestate succession if the landlord dies intestate;

(e) Between joint tenants or tenants in common; or

(f) Pursuant to eminent domain.

(13) To qualify for an exemption under subsection (12) of this section, a transaction must not be made in bad faith, must be made for a legitimate business purpose or a legitimate familial purpose consistent with the exemptions listed in subsection (12) of this section, and must not be made for the primary purpose of avoiding the opportunity-to-purchase provisions set forth in this section.

(14) Triggering events not essential. (a) A group or association of home owners or their assignees may submit an offer to purchase to a landlord at any time, even if none of the events listed in subsection (1)(a) of this section has occurred.

(b) The landlord shall consider in good faith any offer made in accordance with subsection (14)(a) of this section.

(15) Penalties and enforcement. (a)(I) For purposes of this title 38, the rights accorded to home owners in this section are property interests.

(II) Any title transferred subsequent to the triggering events in subsection (1)(a) of this section is defective unless the property interests of the home owners as set forth in subsection (15)(a)(I) of this section are secured or until an equitable remedy has been provided.

(b) If the division of housing in the department of local affairs receives a complaint filed in accordance with part 11 of this article 12, the division shall investigate the alleged violations at the division's discretion, and, if appropriate, facilitate negotiations between the complainant and respondent in accordance with part 11 of this article 12. The division may also investigate possible violations of this section upon its own initiative. In addition to the remedies described in section 38-12-1105, the division may:

(I) Impose a fine on the seller of the mobile home park in an amount not to exceed thirty percent of the sale or listing price of the park, whichever is greater, which the division shall distribute to the home owners in the park; or

(II) File a civil action for injunctive or other relief in the district court for the district in which the park is located.

(c) Subject to available resources, the attorney general may investigate possible violations of this section. If the attorney general makes a preliminary finding that a landlord or seller of a mobile home park substantially failed to comply with this section, and if continuation of the sale is likely to result in significant harm to the property interests of the home owners as set forth in subsection (15)(a)(II) of this section, the attorney general:

(I) Shall inform the registrar of titles that the home owners with property interests under this section have an adverse claim on the property, which must be recorded on the certificate of title;

(II) May, pursuant to section 38-36-131 and subject to the time limits of section 38-36-132, issue an order providing temporary injunctive relief to preserve the ownership status quo if the order is issued prior to a transfer of title, or to revert the ownership to status quo ante subject to the limitations of article 41 of this title 38 if the order is issued after the transfer of title;

(III) May continue to investigate, negotiate, and, if appropriate, file a civil action to secure and enforce the rights of home owners under this section or to secure an equitable remedy on their behalf.

(d) One or more home owners or their assignees may file a civil action alleging a violation of this section pursuant to section 38-12-220.

Credits: Added by Laws 1987, H.B.1171, § 1. Amended by Laws 2005, Ch. 26, § 3, eff. Aug. 8, 2005; Laws 2010, Ch. 343, § 9, eff. July 1, 2010. Repealed and reenacted by Laws 2020, Ch. 196 (H.B. 20-1201), § 2, eff. June 30, 2020. Amended by Laws 2022, Ch. 255, § 16, eff. Oct. 1, 2022.

C. R. S. A. § 38-12-217, CO ST § 38-12-217

Current through the Second Regular Session, 73rd General Assembly (2022). Some statute sections may be more current. See credits for details.

Bayfield Mobile Home Park  
1591 County Road 526  
Bayfield, CO 81122

July 24, 2023

Via Certified Mail

Bayfield Mobile Home Park Residents  
1591 County Road 526  
Bayfield, CO 81122

City of Bayfield  
c/o Administration and/or City Attorney  
1199 Bayfield Parkway  
PO Box 80  
Bayfield, CO 81122

Mobile Home Park Oversight Program  
Attn: MHP Sale  
Colorado Division of Housing  
1313 Sherman Street, #320  
Denver, CO 80203  
(and via e-mail to: [MHPOP@state.co.us](mailto:MHPOP@state.co.us))

Estimados propietarios residentes de casas móviles, la Ciudad de Bayfield y el Programa de Supervisión de Parques de Casas Móviles:

Le escribimos para informarle que Bayfield Investors, LLC, propietario de Bayfield Manufactured Housing Community, ubicado en 1591 County Road 526, Bayfield, Colorado 81122 (el "Parque"), tiene la intención de vender y ha firmado un acuerdo de listado en torno a la venta del Parque, y tiene la intención de hacer una aceptación final e incondicional de una oferta aceptable para la venta del Parque, junto con todas las mejoras, comodidades, accesorios y equipos ubicados en el terreno; cualquier unidad o estructura propiedad del Parque propiedad del vendedor o sus afiliados; todos los arrendamientos, contratos de alquiler, bases de datos de huéspedes, libros y registros; y todos los demás bienes personales utilizados en relación con la propiedad y las operaciones del Parque. Esta carta se envía en relación con el aviso contemplado en los Estatutos Revisados de Colorado (C.R.S.) § 38-12-217 (1) (a) (*aviso de intención de vender el parque*) y (1) (a) (II) (*aviso de firmar un acuerdo de listado para la venta del parque*).

La totalidad de la versión actual de C.R.S. § 38-12-217, et seq., se adjunta al presente (en inglés y español). Consulte las subsecciones (4) a (9), que establecen los derechos aplicables de los propietarios de viviendas en virtud del estatuto. Se encuentra información adicional en el sitio web del Programa de Supervisión de Parques de Casas Móviles de la División de Vivienda de Colorado: [Programa de Supervisión de Parques de Casas Móviles | Departamento de Asuntos Locales \(colorado.gov\) – https://cdola.colorado.gov/mobile-home-park-oversight](https://cdola.colorado.gov/mobile-home-park-oversight).

Términos de la oferta:

Descripción de la propiedad:	Vea la parte inferior de este aviso.
Precio de compra:	\$5,750,000.000
Contingencia de financiamiento: comprador.	Todo efectivo o pago a través de un nuevo préstamo al
Fecha de entrada en vigor:	La fecha de entrada en vigor será la posterior a la ejecución mutua del Acuerdo de compra y venta por parte del Comprador y el Vendedor o la entrega de los materiales de diligencia debida.
Dinero de garantía:	\$100,000 (más términos)
Título:	Escritura de garantía especial o equivalente.
Período de diligencia debida:	30 días para inspecciones; 60 días (a correr simultáneamente) para asegurar nueva financiación.
Cierre:	El cierre será de treinta (30) días después del vencimiento del Período de Diligencia Debida y después de la contingencia de un nuevo préstamo, que se extenderá según sea necesario para garantizar el cumplimiento de la ley de Colorado que rodea los avisos a los residentes de la venta de la propiedad.
Costos de cierre:	Dividir entre comprador y vendedor.

De conformidad con la ley de Colorado mencionada anteriormente, cualquier destinatario de esta carta debe mantener confidencial toda la información relacionada con la venta propuesta del Parque, excepto cuando sea necesario para evaluar u obtener financiamiento para la posible transacción. En consecuencia, el destinatario no proporcionará copias de esta carta ni ninguna otra información confidencial a ningún tercero sin el consentimiento previo por escrito de Bayfield Investors, LLC, o según lo permita o exija la ley.

Gracias por su ayuda.

Sinceramente

Barry Higgins  
Agente autorizado de Bayfield Investors, LLC

LEGAL DESCRIPTION

All of Bayfield MHC, including:

Section: 12, Township: 34, Range: 7 TR IN, AKA LOT 1, BAYFIELD GARDENS SUB PL # 819397 12/13/01 (1591 CR 526 BAYFIELD 81122)

# Una traducción al español - no oficial

§38-12-217. Notificación de cambio de uso—notificación de venta o..., CO ST § 38-12-217

Leyes Modificadas Comentadas de Colorado de West

Título 38. Bienes--muebles e inmuebles (Referencias y Anotaciones)

Inquilinos y arrendadores

Artículo 12. Inquilinos y arrendadores

Parte 2. Ley de parques de casas móviles (Referencias y Anotaciones)

C.R.S.A. § 38-12-217

§38-12-217. Notificación de cambio de uso—notificación de venta o cierre del parque—oportunidad de compra para los

propietarios de las casas--procedimientos--excepciones

En vigor a partir del: 30 de junio de 2020

Vigencia

(1) Exceptuando lo especificado en la subsección (12) de la presente sección:

(a) El propietario del parque de casas móviles deberá notificar a los propietarios de todas las casas móviles en el parque y al municipio en el que se encuentra el parque o, si no se encuentra en un municipio, al condado en el que se encuentra el parque, acerca de su intención de cambiar el uso del terreno que comprende el parque o para vender el parque.

(b) Si el propietario del parque de casas móviles tiene la intención de cambiar el uso del terreno que comprende el parque de casas móviles, el propietario del parque de casas móviles deberá notificar por escrito a cada propietario de casas móviles al menos doce meses antes de que ocurra el cambio de uso. El propietario del parque de casas móviles deberá notificar por escrito a cada propietario de una casa móvil a la dirección más reciente del propietario de la casa y deberá publicar una copia de la notificación en un lugar visible de la casa móvil o en la entrada principal del lote.

(c) Un propietario de un parque de casas móviles no deberá publicar información en un espacio público del parque de casas móviles antes de treinta días después de haber entregado la notificación requerida por la presente subsección (1) o subsección (2) de la presente sección, donde describa el método para proporcionar un documento firmado al propietario del parque de casas móviles en relación con la oportunidad de compra. La publicación puede incluir formularios estándares en relación con la oportunidad de compra, incluyendo un formulario para notificar que un propietario de una casa no desea participar en esfuerzos de compra de una comunidad. Si, no antes de treinta días después de que un propietario de un parque de casas móviles entrega la notificación requerida por la presente subsección (1) o subsección (2) de la presente sección, al menos un cincuenta por ciento de los propietarios de las casas que residen en el parque le entregan documentos escritos firmados al propietario del parque de casas móviles expresando desinterés en comprar el terreno del parque, entonces la oportunidad de compra proporcionada por la subsección (4) de la presente sección se dará por terminada incluso si aún no transcurre el periodo de noventa días proporcionado por la subsección (4)(a) de la presente sección.

(d) Un propietario de un parque de casas móviles no deberá solicitar o requerir una intención o documento escrito firmado por el propietario de una casa en relación con la oportunidad de compra durante los treinta días iniciales después de haber entregado la notificación de conformidad con la presente subsección (1) o subsección (2) de la presente sección. En ningún momento del periodo de consideración de la oportunidad de compra podrá un propietario de un parque de casas móviles intentar obligar o entregar algún tipo de incentivo financiero, o en especie, a un propietario de una casa para influenciar su decisión. Todo reclamo que manifieste una violación de la presente subsección (1) puede ser resuelto conforme a la parte 11 del presente artículo 12.

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(2) **Notificación—cuando se requiere.** Además de la notificación especificada en la subsección (1) de la presente sección, y exceptuando lo especificado en la subsección (12) de la presente sección:

(a) Un arrendador deberá notificar a cada propietario de una casa en caso de que ocurra cualquiera de los siguientes eventos desencadenantes:

(I) El arrendador pone en venta el parque;

(II) El arrendador tiene la intención de aceptar de manera final e incondicional una oferta por la venta o transferencia del parque; o

(III) El arrendador recibe:

(A) Una notificación de elección y demanda o litigación pendiente en relación con una ejecución hipotecaria del parque, de conformidad con la parte 1 del artículo 38 del presente título 38; o

(B) Una notificación de que se ha presentado un certificado de gravamen al parque de conformidad con la sección 13-56-101.

(b) Dentro de catorce días después de la fecha en que ocurran cualquiera de los eventos descritos en la subsección (2)(a) de la presente sección, el arrendador deberá enviar la notificación requerida por la presente sección por correo certificado a:

(I) Cada propietario de una casa, usando la dirección más reciente del propietario de la casa, y deberá publicar una copia en un lugar visible de la casa móvil o en la entrada principal del lote;

(II) El municipio o, si el parque se encuentra en un área no incorporada, al condado donde se encuentra el parque;

(III) La división de la vivienda del departamento de asuntos locales; y

(IV) Cada asociación de propietarios de casas, asociación de residentes u organizaciones similares que representen a los residentes del parque.

(3) **Contenidos de la notificación.** La notificación entregada de conformidad con la subsección (1) o (2) de la presente sección debe incluir una notificación con los derechos de los propietarios de las casas conforme a la subsección (4) a (9) de la presente sección. Si el evento desencadenante involucra una venta, la notificación también debe incluir una descripción de la propiedad que será comprada, además del precio, términos y condiciones de una oferta aceptable que haya recibido el arrendador para vender el parque de casas móviles o el precio o términos y condiciones por los cuales el arrendador tiene la intención de vender el parque. La información relacionada con la venta propuesta y el precio, términos y condiciones de una oferta aceptable, se puede compartir con el propósito de evaluar u obtener financiamiento para la transacción prospectiva, sin embargo, todas las personas que reciban la información deberán mantener la confidencialidad de la misma si el propietario del parque o su agente así lo requieren.

(4) **Oferta de compra—quién puede presentar una--plazos.** (a) Un grupo o asociación de propietarios de casas, o sus cesionarios, tienen noventa días después de la fecha de notificación por parte del arrendador, conforme a la subsección (1) o (2) de la presente sección, para:

(I) Presentarle al arrendador una propuesta de contrato de compra y venta; y

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### §38-12-217. Notificación de cambio de uso—notificación de venta o..., CO ST § 38-12-217

(II) Obtener un compromiso vinculante para cualquier garantía o financiamiento necesario.

(b) Sin perjuicio de la subsección (4)(a) de la presente sección, si se programa una ejecución hipotecaria del parque por menos de noventa días después de que el arrendador envíe una notificación por correo conforme a la subsección (1) o (2) de la presente sección, la oportunidad entregada por la subsección de la presente sección se da por terminada en la fecha de la ejecución hipotecaria.

(c) Un grupo o asociación de propietarios de casas, o sus cesionarios, tienen la oportunidad entregada en la subsección (4)(a) de la presente sección, si el grupo o asociación de propietarios de casas, o sus cesionarios, tienen una aprobación de al menos el cincuenta y un por ciento de los propietarios de casas del parque. El grupo o asociación de propietarios de casas, o sus cesionarios, deben presentar evidencias razonables al arrendador de que los propietarios de las casas, de al menos un cincuenta y un por ciento de las casas ocupadas del parque, han aprobado la compra del parque por parte del grupo o asociación.

(5) **Deber de consideración de la oferta por parte del arrendador.** Un arrendador que recibe una oferta, de conformidad con la presente sección, no deberá razonablemente negarse a:

(a) Proporcionar documentos, datos y otra información en respuesta a solicitudes razonables de información por parte de un grupo o asociación de propietarios de casas, o sus cesionarios, que estén participando en la oportunidad de compra que les permitiría preparar una oferta. Los documentos, datos y otra información proporcionada, se deben compartir con el propósito de evaluar y obtener financiamiento para la transacción prospectiva, sin embargo, todas las personas que reciban la información deberán mantener la confidencialidad de la misma si el propietario del parque o su agente así lo requiere.

(b) Negociar de buena fe con un grupo o asociación de propietarios de casas o sus cesionarios; o

(c) Agendar una fecha límite para un contrato de compra y venta.

(6) **Vencimiento de la oportunidad de compra.** (a) Si el periodo de noventa días proporcionado en la subsección (4)(a) de la presente sección finaliza y un grupo o asociación de propietarios de casas, o sus cesionarios, no han presentado una propuesta de contrato de compra y venta u obtenido un compromiso financiero vinculante, las oportunidades proporcionadas por la presente sección a el grupo o asociación se darán por terminadas.

(b) Un arrendador deberá proporcionarle a un grupo o asociación de propietarios de casas, o sus cesionarios, noventa días adicionales después del periodo de noventa días proporcionado por la subsección (4)(a) de la presente sección para finalizar la compra del parque de casas móviles.

(7) **Extensión de tiempo.** Los periodos de noventa días descritos en las subsecciones (4)(a) y (6)(b) de la presente sección pueden ser extendidos mediante un acuerdo por escrito entre el arrendador y el grupo o asociación de propietarios de casas o sus cesionarios.

(8) **Asignación del derecho de compra.** Un grupo o asociación de propietarios de casas, o sus cesionarios, que tengan la oportunidad de comprar, conforme a la subsección (4) de la presente sección, pueden asignar su derecho de compra a un gobierno local o estatal, gobierno tribal, autoridad de la vivienda u organización sin fines de lucro con experiencia en el sector de la vivienda, o a una agencia estatal, con el propósito de continuar el uso del parque.



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(9) **Independencia de plazos y disposiciones de notificación.** (a) Cada vez que ocurra un evento desencadenante enumerado en la subsección (1) o (2) de la presente sección, se crea una oportunidad de compra de noventa días independiente para el grupo o asociación de propietarios de casas o sus cesionarios. Si la oportunidad de compra de noventa días se encuentra vigente y ocurre un nuevo evento desencadenante, el periodo de noventa días vigente se da por terminado y comienza un nuevo periodo de noventa días a contar de la última fecha en la que el arrendador entrega una notificación en relación con el nuevo evento desencadenante, conforme a lo requerido en la sección (1) o (2) de la presente sección.

(b) Una notificación requerida conforme a la presente sección es adicional y no sustituye o afecta cualquier otro requerimiento de notificación conforme a la presente parte 2.

(10) Un arrendador no deberá aceptar de manera final e incondicional ninguna oferta por la venta o transferencia del parque hasta que:

(a) El arrendador haya considerado una oferta entregada por un grupo o asociación de propietarios de casas, o sus cesionarios, de conformidad con las subsecciones (4) y (5) de la presente sección; o

(b) El periodo aplicable para usar la oportunidad de compra haya vencido de conformidad con la subsección (6) de la presente sección.

(11) **Imposibilidad de completar una transacción—declaración jurada de cumplimiento.** Si el grupo o asociación de propietarios de casas, o sus cesionarios, no logran completar una compra del parque, el arrendador deberá proporcionar evidencia de cumplimiento con la presente sección presentando una declaración jurada de cumplimiento a:

(a) El municipio o, si el parque se encuentra en un área no incorporada, al condado donde se encuentra el parque; y

(b) La división de la vivienda del departamento de asuntos locales.

(12) **Exención al requerimiento de notificación.** Sin perjuicio de cualquier disposición que indique lo contrario, no se requiere que un arrendador entregue una notificación o extienda la oportunidad de compra para un grupo o asociación de propietarios de casas, o sus cesionarios, si la venta, transferencia o cesión del parque de casas móviles se realiza a:

(a) Un cónyuge, pareja de una unión civil, padre o madre, hermano, tío, primo en primer grado o hijo reconocido legalmente del arrendatario;

(b) Un fideicomiso cuyos beneficiarios son el cónyuge, pareja de una unión civil o hijos reconocidos legalmente del arrendador;

(c)(I) Una entidad comercial o fideicomiso que la entidad comercial o fideicomiso beneficiario de la transferencia controle de manera directa o indirecta.

(II) Conforme a la presente subsección (12)(c), “controlar” significa:

(A) Ser de su completa propiedad como subsidiario;

(B) Ser propietario de la mayoría de sus acciones; o

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## §38-12-217. Notificación de cambio de uso—notificación de venta o., CO ST § 38-12-217

(C) Ser propietario de las acciones de manera equivalente a las acciones de los otros propietarios, con una propiedad mínima de un veinticinco por ciento de las acciones.

(d) A un familiar que esté incluido en la línea de sucesión intestada si el arrendador fallece;

(e) Entre coarrendatarios o inquilinos en común, o

(f) Conforme a expropiación.

(13) Para calificar a una exención conforme a la subsección (12) de la presente sección, no se debe hacer una transacción de mala fe, se debe efectuar con un propósito comercial legítimo o un propósito familiar legítimo congruente con las exenciones descritas en la subsección (12) de la presente sección y no se debe hacer con el propósito principal de evitar las disposiciones de oportunidad de compra establecidas en la presente sección.

(14) **Los eventos desencadenantes no son esenciales.** (a) Un grupo o asociación de propietarios de casas, o sus cesionarios, pueden presentar una oferta de compra al arrendador en cualquier momento, incluso si ninguno de los eventos enumerados en la subsección (1) y (2) de la presente sección han ocurrido.

(b) El arrendador debe considerar de buena fe cualquier oferta entregada de conformidad con la subsección (14)(a) de la presente sección.

(15) El departamento de asuntos locales y la oficina de administración de los tribunales no tienen la autoridad de proporcionar una medida cautelar en respuesta a un reclamo que manifieste una violación a la presente sección o de retrasar una transferencia o transacción que involucre la propiedad, y presentar un reclamo administrativo con referencia a la presente sección no tendrá el efecto de hacerlo.

### Créditos

Agregado por las Leyes 1987, H.B.1171, § 1. Modificado por las Leyes 2005, Ch. 26, § 3, en vigor a partir del 8 de agosto de 2005; Leyes 2010, Ch. 343, § 9, en vigor a partir del 1 de julio de 2010. Derogado y revalidado por las Leyes 2020, Ch. 196 (H.B. 20-1201), § 2, en vigor a partir del 30 de junio de 2020.

C.R. S. A. § 38-12-217, CO ST § 38-12-217

Vigente mediante legislación de la Sesión Regular de 2020 a partir del 14 de julio de 2020. Algunas secciones de leyes pueden ser más actuales. Ver los créditos para obtener detalles.

Hello All,

I was just looking at the RHA's 4<sup>th</sup> Amended Bylaws (which I believe are the most current), Article II, paragraph 11, which provides that if a Director abstains for any reason other than material financial effect on the Director or family, or specified economic interests of the Director or is on a public contract in which the director has a financial interest, then abstention is treated as a consent to the motion in the vote and treated as an aye vote :

11. Abstention; Disqualification. It shall be the duty of each Director present at a Board meeting to vote on each matter or question requiring action from the Board, unless a Director is: (a.) disqualified because it is reasonably foreseeable that the decision would have a material financial effect on the Director, the Director's immediate family, or on specified economic interests of the Director, if that financial effect is different from the effect on the general public; or (b.) disqualified because the vote deals with a public contract or contracts in which the Director may have a direct or indirect financial interest (such prohibition extends to preliminary discussions, negotiations, planning and solicitation of bids). Abstention for any reason other than those set forth above shall constitute consent to the action proposed and the Secretary shall announce at the meeting and enter in the minutes that the abstention was cast as an "aye" vote.

So, I think we are good without having to modify our bylaws.

Thank you, David

**PLEASE UPDATE NEW E-MAIL ADDRESS. PLEASE NOTE ATER JULY 4, 2023, THERE IS NEW E-MAIL ADDRESS OF:**

[davidlibermanlaw@gmail.com](mailto:davidlibermanlaw@gmail.com)

Old e-mail address of [dlberman@animas.net](mailto:dlberman@animas.net) will no longer work after July 4, 2023 as as old e-mail host of animas.net is no longer operatring.

Thank you, David Liberman

David Liberman  
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RHA Meeting Minutes

Board of Directors

August 10<sup>th</sup>, 2023 2:00–4:00 p.m.

Center for Innovation, Durango

A. MEETING CALLED TO ORDER by Chairman Vaughn at 2:05 p.m. (00:00:01)

B. INTRODUCTIONS AND ROLL CALL (00:00:13)

Table with 3 columns: NAME, AFFILIATION, ATTENDANCE. Lists names like Marsha Porter-Norton, Kevin Hall, Gilda Yazzie, etc., with their affiliations and attendance status (Present, Absent, Online).

Others present:

- List of other attendees: Mike French, J.J. Desrosiers, Sarah Tober, Evan Sieger, Meaghan Lee, Nicol Killian, Laurie Roberts, Elizabeth Salkind, Shak Powers, Nick Glidden, David Neely, Joan Fauteaux, Dan Hunt.

Director Henson’s absence was excused.

No actual or perceived conflicts of interest were disclosed.

C. PUBLIC COMMENT (00:01:12)

Secretaries Note: Portions of this agenda item cannot be heard audibly in the recording.

Laurie Roberts expressed her appreciation of the pending update to the minutes regarding her previous comments and stated that she also plans on writing them down from now on. She shared that two families from her small faith community have recently been forced to move away due to housing costs and expressed her excitement about the recent technical assistance training. She reiterated that she has long emphasized the need for subject-area expertise in the RHA and advocated for greater transparency. She brought up the suggestion raised by the DOH Training facilitators to utilize USDA funds and mentioned a conversation in which Chair Vaughn expressed the goal of building a residential RV park that could be a good candidate for such funds.

Dan Hunt from Animas View Mobile Home Co-op recently met with the Bayfield Mobile Home Park, which has been newly listed for sale. He came to see how this fits in with the RHA and exploring potential sources of funding later this year.

Chair Vaughn took a moment to address those assembled for the record and explain that many things the RHA would like to do will require base funding that it currently does not have. Thus, he believes that their most important goal is finding a reoccurring source of funding and, by extension, convincing the public to be invested in the issue of housing.

#### **D. APPROVAL OF AGENDA** (00:05:55)

**Katie Sickles motioned, and Clark Craig seconded to approve the agenda as presented. The motion passed unopposed by voice vote.**

#### **E. CONSENT AGENDA** (00:06:18)

Secretaries Note: Portions of this agenda item cannot be heard audibly in the recording.

The consent agenda consisted of the June 2023 Board Meeting Minutes, minutes from a July 2023 Informational Meeting, and the Financial Statements from June and July 2023.

**Clark Craig motioned, and Brenna Morlan seconded to approve the consent agenda. The motion passed by voice vote. Marsha Porter-Norton Abstained.**

#### **F. PRESENTATIONS AND ENGAGEMENT WITH NON-RHA ENTITIES** (00:07:02)

Secretaries Note: Portions of this agenda item cannot be heard audibly in the recording.

After distributing handouts, Mr. Neely gave an overview of the US Forest Service's potential project at the 70 acre Cole Ranch property east of Elmore's corner off of Hwy 160, explaining that the 2018 Flexible Partnership Act, which is in the Farm Bill, gives the U.S. Forest Service (USFS) authority to enter long-term leases with other divisions of government for projects that result in a public benefit, such as housing. It was noted that the Act has to be reauthorized by Congress, which is currently in process. Mr. Neely stated that any such lease is limited to 40 acres of the total of 70,. Mr. Glidden shared an aerial view of the Cole Ranch Property via Google Earth and pictures. Together, they explained that, in the past, the Forest Service (USFS) has tried housing development, but this is not their area of expertise, and if it works here, they hope the idea will gain steam

elsewhere. The first project of this type in Colorado, using the Flexible Partnership Act, is in Summit County (Dillon) where over 100 units of workforce housing are underway. It has been in process since 2018. Mr. Glidden stated they hope some of the lessons learned in that community might help a project like that one be realized here.

Vice-Chair Porter-Norton stated that a tour had occurred with Mr. Neely and Mr. Glidden attended by herself, Sarah Tober, John Whitney (with Senator Bennet's office) and Julie Constan (CDOT). She acknowledged that this would be a longer-term project and needs a feasibility study. Towards that end, Ms. Tober has been in talks with SEH Inc., who indicated that such a study would be about \$18,000. The RHA or the County could apply to fund a study through the Catalyst Fund. If the RHA decides to submit this project to the Catalyst Fund, then several options will be available after the feasibility study is completed. When asked what the end product might look like, Mr. Neely and Glidden responded they did not know and were open to all possibilities. Still, the only limitation is 40 acres out of 70, and they need a new Bayfield office and employee housing. Director Craig noted that one idea would be to place the housing in Bayfield, where their office is currently and water/sewer are readily available and move their office to Cole Ranch.

One concern is what will happen if the Flexible Partnership Act authority is not renewed. The presenters indicated that they are optimistic about the authority being renewed, and if it is, they can hire USFS employees specifically to work on this kind of project. The Board raised several more brainstorming questions, all of which Ms. Tober wrote down to include in the scope of a future feasibility study. Mr. Neely reiterated that they are still very open to all options and whatever is best for the community and their employees. It was also noted for clarity that another named Cole Ranch may exist east of Silverton.

Vice-Chair Porter-Norton acknowledged the importance of fairly considering all projects and added that this is the kind of project the Catalyst Fund was set up for. Plus, the Three-Year Housing Strategy calls for large-scale projects. She continued that Cole Ranch is desirable because it is flat and accessible to Ignacio, Bayfield, and the unincorporated county. She suggested moving forward with a feasibility study. The Board was generally in favor but felt it was important to determine that the Flexible Partnership Act would be renewed on October 1<sup>st</sup>.

Secretaries Note: Chair Vaughn left the room at 2:40 p.m., leaving Vice-Chair Porter-Norton to run the meeting.

Towards that end, Mr. French suggested submitting a conditional application to the Catalyst Fund contingent on the authority renewal from Congress. He also recommended that La Plata County be the one to apply to demonstrate to the public that all communities are involved in submitting applications to the Catalyst Fund. The County would only be sponsoring the feasibility study, not taking on the building of any projects deemed feasible.

Secretaries Note: Chair Vaughn returned at 2:44 p.m.

The Board was in favor of this idea and suggested narrowing the scope of the feasibility study to clearly articulate the need of all involved to use as the basis for guiding the predevelopment stage.

**Vice-Chair Porter-Norton will seek support from the Board of County Commissioners to apply to the Catalyst Fund for a feasibility study on the development of the Cole Ranch Property contingent upon the renewal of the Forest Service Flexible Partnership Act.**

## G. ALLIANCE UPDATES

### 1. INTERN INTRODUCTIONS (00:45:00)

Ms. Tober introduced Meaghan Lee, a newly hired intern for the RHA working under the LPEDA staff. Mr. Desrosiers also presented Evan Sieger, the LPEDA's intern whom the Board may encounter in the future.

### 2. DOH TRAINING RECAP (00:45:49)

Secretaries Note: Portions of this agenda item cannot be heard audibly in the recording.

Ms. Tober recapped the recent DOH Training and expressed that the event was well received, and from it, several ideas for next steps had been developed.

### 3. DOH GRANT NEXT STEPS: STRATEGIC PLANNING SESSION (00:46:49)

After discussing possible dates, the Board decided to hold a retreat over two half days on October 24<sup>th</sup> and 25<sup>th</sup>.

### 4. RHA WEBSITE (00:48:15)

Mr. Desrosiers and Ms. Lee, the primary developer of the website, briefly displayed the current draft of the new RHA website. Feedback from the Board was to make sure the site was more county-centric, not focused on Durango.

### 5. 2023 GOALS TRACKING (00:52:24)

Ms. Tober explained that almost every goal is being pursued; however, most are ongoing and cannot be completed before the later part of the year. She also singled out grant writing, such as working on the Pine River Commons development, as being a big part of the scope of the LPEDA and RHA's contract, as well as the LPEDA's consultants.

Although a rental assistance program is underway in partnership with First Southwest Bank (FSWB), it is marked as incomplete as LPEDA staff would like to engage employers in contributing to this program. Director Morlan, who is employed with FSWB asked if from an HR perspective, it would be legal for employers to cosign on housing. LPEDA staff replied that they are looking at restructuring the rental assistance program and this may be a good time to recalibrate the program as a whole and to integrate employers. Additionally, the idea is probably sensible but would be bound by fair lending laws, and they will investigate the question and report back on the answer.

Secretaries Note: Director Sickles left the room at 3:02

6. HABITAT FOR HUMANITY UPDATES (00:58:13)

Jessica Jones, the new Executive Director, wishes to attend future RHA meetings. She is also being recruited into the Catalyst Fund Working Group. According to the Board's wishes, staff donated to Habitat for Humanity in memoriam of former Executive Director Rachel Taylor-Saghie.

1. HOUSING COLORADO MEMBERSHIP (00:59:27)

Mr. Desrosiers informed the board that LPEDA staff had recently updated the RHA membership roster with Housing Colorado and that all members of the Board have been recognized as members, entitling them to full benefits, among them discounted admission to the upcoming housing conference.

Secretaries Note: Director Sickles returned at 3:04

2. CURRENT FUNDING SOURCES (01:00:57)

Secretaries Note: Vice-Chair Porter-Norton left the room at 3:05

The City of Durango and the Town of Bayfield have opted into Prop 123, and the Town of Ignacio will vote to opt in on Monday night. However, the County plans to have a Board Work session before making a decision, which will be forthcoming. Additionally, most municipalities are applying to Stronger Communities.

## B. DECISION ITEMS

1. MAY MINUTES AMENDMENTS (01:02:18)

**Clark Craig motioned, and Mark Garcia seconded to approve the proposed amendment to the May 2023 Board Meeting Minutes. The motion passed unopposed by voice vote.**

## C. DISCUSSION/UPDATES

1. GRANT MATRIX (01:02:58)

The RHA still has a \$100,000 technical assistance grant --separate from the one that funded the education series in July-- that will go toward the upcoming strategic planning session, developing a 3-5 year plan, exploring fund balance best practices, and grant writing. There is additional funding available if any communities would like to utilize it.

2. PROP 123 UPDATES (01:04:19)

The RHA plans to host a Prop 123 webinar for developers on best practices, hopefully negating some of the need for technical assistance that local governments have provided to developers thus far.



3. BAYFIELD MOBILE HOME PARK SALE (01:05:10)

The Town of Bayfield received notice that the owners of Bayfield Mobile Home Park intend to sell for \$5 million (approximately \$137 thousand per lot), and the Board of Trustees is not in a position to purchase that property but supports a co-op purchase. Mr. Hunt explained it is still very early in the process but that the “sticker shock” of the price has been a problem. There is also the option for the residents to assign their right of first refusal to a different entity. Nine units out of thirty-seven units are rented, and the rest are owner-occupied, which comes out to roughly \$137 thousand per lot.

It was added that the RHA also is not in a position to buy due to lack of a sustainable funding source, and the Catalyst Fund Working Group has decided to recommend that the Catalyst Fund Committee expand its rubric to include preservation of affordable and workforce housing. Others asked if there is a way to treat buying this mobile home park as land banking since the land is not very developed.

Secretaries Note: Vice-Chair Porter-Norton returned at 3:15

4. ABSTENTION AND RECUSAL POLICIES (01:30:10)

The RHA’s Lawer had drafted a memo explaining that, as the bylaws are currently written, Directors are only required to recuse themselves in a very narrow set of circumstances, and otherwise declining to vote is recorded as an abstention which is technically treated as an “aye” vote. There was dissatisfaction among some members of the Board with the current wording, and the possibility was discussed of retracting the letter of support written on behalf of Tree Farm Village. The issue was also raised that the current language leaves some ambiguity concerning quorum when Directors have abstained or recused themselves.

**The Board instructed LPEDA staff to retract the original Tree Farm Village letter and issue a new letter of support to include language that clarifies which board members recused themselves from the vote and that a balance of the Board but not a majority approved the letter.**

**The Board instructed LPEDA staff to pursue amendments to the Bylaws to clarify and prevent any such issues in the future.**

**D. MEMBER UPDATES**

1. MEMBER AT LARGE (01:20:24)

none

2. TOWN OF IGNACIO (01:20:30)

The Town is still working on the Rock Creek project, and much effort is going towards getting that site ready. Treasurer Garcia is going to propose a groundbreaking in September and would like to see RHA represented. The Town had also received funds with a deadline that would have been difficult to meet, but the original deadline has since been extended. Due to land use code issues, the number of units has declined from 49 to 46. The Town has a funding request into the County and is Interested in using Fading West as its builder. Additionally, the Southern Ute Indian Tribe has expressed interest in building the fiveplexes (rentals) and hopes to be funded if Congress approves the omnibus bill. Finally, HWY 172 is being repaved.

**3. TOWN OF BAYFIELD** (01:24:19)

Sen. Jeff Brides, who is supporting Senate Bill 213, which would remove municipalities right to zone out affordable housing, will be at the La Plata County administrative building at 3:00 p.m. on August 31<sup>st</sup> to hear the communities' thoughts on Affordable Housing. Director Sickles urged all RHA Directors to be in attendance. The Board of Trustees also intends on the ballot to approve an IGA with the County for a 4% lodging tax. They are also exploring a park sales tax to improve two parks in their community. The Town also submitted a Strong Communities grant application for Cinnamon Heights.

Secretaries Note: Vice-Chair Porter-Norton departed from the meeting early at 3:29

**4. CITY OF DURANGO** (01:27:24)

Director Yazzie reported that Director Henson recently submitted the budget to the Council and has worked successfully with the new city attorney on a zoning and grant issue. Everything seems to be good from an administrative standpoint. Director Yazzie is also working on drawing awareness to the difference between the issues of the unhoused versus affordable/attainable housing.

**5. LA PLATA COUNTY** (01:28:30)

The County has not yet come to a conclusion on opting into Prop 123 but is taking the upcoming deadline seriously. They are also discussing providing assistance on the Rock Creek project, which is under assessment and a commitment of ARPA funding has been made. Vice-Chair Porter-Norton and Director Hall are also following Gov. Polis' legislative bill from last year (Senate Bill 213) with CCI (Colorado Counties, Inc.) to ensure that the county's interests are represented.

**E. MEETING ADJOURNED** by Chairman Vaughn at 3:34 pm (01:29:45)

**Recording:**

[https://us06web.zoom.us/rec/share/0P7Z7vq1OlSuNSv46GVTaicX5\\_YuNKDs5SDXPPLI8td0zs2Z\\_26B9GzTLyG3JLsm.6S6yPF1Yfz37otzd](https://us06web.zoom.us/rec/share/0P7Z7vq1OlSuNSv46GVTaicX5_YuNKDs5SDXPPLI8td0zs2Z_26B9GzTLyG3JLsm.6S6yPF1Yfz37otzd)

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