



## Agenda

RHA Board of Directors  
November 17, 2022 – 2:00- 4:00 p.m.

Bayfield Town Hall  
1199 Bayfield Parkway, Boardroom  
Bayfield, CO 81122

<https://us06web.zoom.us/j/87895861088>

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### A. Call Meeting to Order

### B. Introductions and Roll Call

### C. Public Comment

### D. Approval of Agenda

### E. Consent Agenda

1. Approve the Consent Agenda
  - a) Minutes from Oct. 10, 2022
  - b) Financial Statements through Oct. 31, 2022

### F. Decision Items

1. Procurement Exception - Laura Lewis-Marchino
2. Administration Contract with La Plata Economic Development Alliance
3. Funding IGA
4. RHA Financial Review - Matt Huntley, Frederick Zink and Associates

### G. Discussion/Updates

1. Alliance Contract Discussion for 3-Year workforce development strategy and funding implementation - Michael French, Alliance
2. [Housing Affordability Tool from CSU Extension](#) - Commissioner Marsha Porter-Norton
3. Grants, applications and submission discussion - Commissioner Marsha Porter-Norton
  - a. Grant application spreadsheet - Patrick Vaughn,
4. Recurring meeting dates (included in Alliance Admin Contract) - Eva Henson

### H. Presentations and Engagement with Non-RHA Entities

### I. Member Updates

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

### J. Adjournment

## Section A – Call Meeting to Order

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## Section B – Roll Call

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## Section C – Public Comment

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

# Section D – Approval of Agenda

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## Section E – Consent Agenda

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Board of Directors Meeting Minutes – October 10, 2022  
LPC Administration Building Training Rm. – 1101 E 2nd. Ave. ~ 1:15 – 3:15 pm

**Board members Present**

Eva Henson, Housing Innovation Manager, City of Durango (remote)  
Kim Baxter, Councilor, City of Durango, Regional Housing Alliance, Chair  
Mark Garcia, Interim Administrator, Town of Ignacio  
Katie Sickles, Administrator, Town of Bayfield  
Kristin Dallison, Mayor Pro Tem, Town of Bayfield  
Marsha Porter-Norton, Commissioner, La Plata County  
Mike Segrest, Deputy County Manager, La Plata County (in-person and remote)  
Clark Craig, Mayor, Town of Ignacio

**Staff/Other Attendees**

Pam Moore, Homes Fund  
Elizabeth Salkind, Housing Solutions of the Southwest (remote)  
Laurie Roberts, United Way, Stronger Tomorrow  
Shak Powers, Region 9 EDD  
Laura Lewis Marchino, Region 9 EDD  
Jessica Laitsch Region 9 EDD  
Michelle Sainio, Frederick Zink, and Associates  
Matt Huntley, Frederick Zink, and Associates (remote)  
Rachel Taylor, Habitat for Humanity of La Plata County(remote)  
Michael French, Executive Director, La Plata Economic Development Alliance  
Scott Shine, City of Durango (remote)  
Nicol Killian, Community Development, Town of Bayfield (remote)

**A. Meeting called to Order**

The meeting was called to order at 1:22 pm by Kim Baxter, Chair.

**B. Introductions and Roll Call**

All attendees introduced themselves.

**C. Public Comment**

There was no public comment.

**D. Approval of Agenda**

Councilor Baxter asked to move several of the Discussions and Decision items on the agenda. The minutes below reflect those changes. The Board was good with the changes.

**E. Consent Agenda**

Mike Segrest made the motion to separate the September 2022 Minutes from the consent agenda. Mayor Craig seconded the motion that passed in favor.



Mayor Craig made the motion that the consent agenda (including the minutes from August 2022, and the August and September 2022 financials) be approved. Mike Segrest seconded the motion that passed unanimously.

**September 19, 2022 Minutes** --There were several edits to the September 19, 2022 minutes. Marsha asked that under the La Plata Update, that the phrase “which requires a county-wide vote” be added. Katie Sickles asked that the fourth bullet be restated to say Katie Sickles asked if there was a way to “create a partnership with the RHA and the Alliance.” Mayor Craig made the motion and Commissioner Porter-Norton seconded that the Minutes from September 2022 be approved with those changes. The motion passed unanimously.

#### **F. Public Comment**

Laurie Roberts asked to speak and said that Mike Segrest makes good comments, but it is very hard to hear over Zoom. She said that she read the minutes and first came to an RHA meeting when the Board was discussing the contract with Project Moxie. She said that the newest idea is to have the Alliance lead the housing efforts. She also asked whether an RFP was needed.

#### **G. Decisions**

##### **1. Renewal of CIRSA Property/Casualty insurance for 2023**

This item was moved to the decision agenda. The CIRSA quote for Liability and Property coverage needed a signature before the October meeting date. Counselor Baxter gave permission to sign and submit the paperwork. This item is in the budget and Region 9 staff just wanted to inform the board that was taken care of. Mark Garcia asked about workers compensation insurance. Laura Lewis Marchino responded that without staff, it was not needed, and the Liability insurance covered the Board.

##### **2. RHA Financial Review**

Michelle Sainio, Frederick Zink, and Associates introduced herself and Matt Huntley who both worked on the RHA Financial Review covering the time period of Dec. 31, 2018 through Dec. 31, 2021. The draft document was provided to the Board. Michelle Sainio stated that this is not an audit. She walked the Board through several financial statements: Statement of Net Position; Statement for Revenue and expenses and Cash Flow. The Homes Fund transfer was the largest transaction in the years reviewed. She explained the notes and purpose of each one. She had questions regarding Note 4 regarding TABOR requirements and whether what was included was correct. Mike Segrest provided input and Region 9 staff was asked to get more information to the auditor. Laura brought up some questions on the notes and whether Notes 1 and Note 9 needed to be changed to reflect that the RHA Board and/or the member governments approved the organization to enter dormancy and also to restart activities and become active. Note 1 only mentioned La Plata and the City of Durango and Note 9 only mentioned La Plata County. The Notes will be reworded to say that the RHA Board and member governments made those decisions. Mark Garcia requested that under Note 2, that there be mention of the RHA filing for audit exemptions while dormant. Jessica Laitsch found the date that RHA was brought out of dormancy which was Nov. 9, 2021. Michelle Sainio said that she will make all requested changes and the revised Financial Review will be brought to the November meeting for approval.

##### **3. La Plata County Economic Development Association discussion and possible decision regarding administrative contract and 3 Year Workforce Housing Investment Strategy Implementation**

The discussion of the RHA was separated out of this agenda item and moved to Discussion. Mike Segrest asked to recuse himself from the Alliance discussion. He did say that the RHA Board should consider authorizing an exception to the procurement policy given the effort made to seek staff support. Counselor Baxter said this would be looked at. She updated the RHA that she met with Michael French, as she is on the Alliance Board, and brought up the idea to work with the RHA on the three-Year Workforce Housing Strategy, overseeing the rental assistance program and setting up a Catalyst Fund to address housing. Michael French was introduced and said the concept of partnering with the RHA was presented last Wednesday. They are interested and nervous because there is no long-term funding in place, but it does align with their strategic priorities. He provided an overview of the status of their current program with the Catalyst Fund and the loan program which has \$150K in the fund and will make loans up to \$5K). The \$5K amount was chosen to be large enough to include first and last month's rent. They have the capacity to take on the RHA administration with Michelle Furi having government management experience, and he said the contract will be similar to what is already in place. He said they could take this on November 1st as the Alliance Board already said yes to the administrative component. The RHA was in favor of approving the administrative contract at the November meeting and approving it retroactively. There was discussion regarding the housing activity which will take longer to develop a scope of work and might need more discussion before it is approved.

Michael French said he would need to hire consultant(s) help to take on the additional housing work. The group asked if he could put together a proposal and bring back to the RHA regarding moving the Workforce Housing Strategy and other initiatives forward. There was discussion about the pre-development gap. Michael suggested looking at the six strategies and what does that look like in terms of timeline and resources. He also mentioned there is a Board election tomorrow for three new Alliance Board members.

Michael said the Alliance wanted an IGA to secure funds for more than 12 months. The group discussed the limitations to multi-year budgeting and some ways around it such as formalizing their relationship with the Alliance and meeting the needs for the RHA Board. Counselor Baxter said the RHA already has a proposed IGA agreement between the government partners for funding for 2023 and funds still available from this year. There was discussion regarding whether the Alliance should have a contract with each of the four government entities or a contract with the RHA. The Alliance has more flexibility and maybe should receive the funds directly. Michael said that there needs to be priority given to grant writing and getting in line for future funding. He believes the Alliance will support Proposition 123. Michael said he would want to outreach all four entities and create a partnership, and make sure there were clear expectations. Michael French was asked to lead the process and make recommendations. Commissioner Porter-Norton said that the proposal needs to be built together and have everyone's thumbprints. A more focused discussion and proposal will be presented at the next meeting which was moved from November 3rd to November 17th to provide the Alliance more time.

## **H. Discussion/Updates**

### **1. Direction of RHA**

Commissioner Porter-Norton asked for a motion for the RHA to affirm and support their new direction. She made the motion to further RHA and County goals by partnering with the La Plata Economic Development Alliance and providing funding support for the implementation of their Three-Year Workforce Housing Investment Strategy. Katie Sickles seconded the motion that passed with all in favor.

## **2. IGA**

The IGA between the four government members of the RHA was discussed. The question was asked whether the group was ok with moving forward with the IGA but with the intent, not to hire a Director, but to use the contributed funds to support the Alliance's workforce housing efforts. Commissioner Porter-Norton said the "RHA wants to further housing goals and we are going to fund the Alliance to do that." She felt it would be more of a hassle to expect the Alliance to have individual agreements with each government and by funding the RHA, the group is committing to getting money and implementing housing. She said that if there is no agreement through the RHA and the Alliance, that funding might not be consistent over time. Councilor Baxter said if the RHA coordinates through their IGA, then it shows the community the work we are doing and there is the opportunity for more impact. Katie Sickles says it holds us as partners accountable to each other. Mark Garcia asked if we needed an MOU with the Alliance?

Commissioner Porter-Norton said we could revise the IGA to reflect the direction of the group rather than the specific scope of work. The scope of work can be part of a separate contract. Councilor Baxter suggested having an IGA but give the money directly to the Alliance. Clark likes bringing the money into RHA, so the RHA can pivot or use funds as needed and pay for services for Michael French and team. Commissioner Porter-Norton said that the IGA might need to be reconfigured and reviewed by the attorney. There was discussion that if the group waits until November 17th, the scope of work with the Alliance could be an exhibit. Laura Lewis Marchino suggested including the RHA direction in the IGA and having a separate contract with the Alliance. Katie Sickles said that since the project funding will be removed from the IGA per the last meeting, the general funding agreement can remain the same. The currently agreed upon funds will provide almost two years of funding to work with the Alliance on. Councilor Baxter asked about the timing and everyone's budget. The governments indicated that either the RHA money is already in the budget, or they still have time to make changes. Commissioner Porter-Norton agreed to work with Mike Segrest and the County Attorneys on the IGA revisions removing the project funds and including the direction of the RHA to support the Alliance's Workforce Housing efforts. This will be brought to the next meeting.

## **3. Preliminary 2023 Budget**

The 2023 preliminary budget was included in the packet. Councilor Baxter provided the highlights which included the projected net revenue for 2023 is \$182,034; 2024 is \$146,570; and 2025 is \$109,687. The contracting of an Executive Director estimated to be in place, August 1st, with an annual salary of \$150,000 was removed. The Audit costs were changed to actual, and legal fees are included though possibly overestimated. Added to the budget was office rent and a computer.

For budget, the IGA income of \$225K will be added as revenue. Mark Garcia asked about the RHA contributing to the Catalyst Fund and whether an office was needed. The Alliance does have an extra office. Commissioner Porter-Norton asked if there was any objection to having the office in Durango. There was no objection stated. It was asked if the Alliance will charge more than the budget provided. Councilor Baxter said no and that she expressed to Michael French what the budgeted amount looked like.

Councilor Baxter asked if there were any other comments and said she will add a beginning and ending fund balance. Katie Sickles asked about Mike Segrest's question about procurement. Should we change or suspend our policy? The group felt that plenty of steps were taken from hiring a consultant, to seeking an Executive Director to justify pursuing a contract with the Alliance. Region 9 staff was asked to get legal advice on whether this needs to be a separate resolution or can we claim a sole source provider or other needed steps. Councilor Baxter will redo the budget with the suggested changes. Mark Garcia stated that the budget does not need to be approved until December 15th and can always be amended.

#### 4. **Grant Applications and Funding Check-in**

DOLA has put out interview notifications for the housing incentive grants. Commissioner Porter-Norton reported that the County got an interview regarding their application covering La Posta Road, the Revolving loan fund and Westside infrastructure. Eva Henson said that the City was contacted about a pre-application meeting and is assuming they might want them to pick a funding priority rather than multiple projects. Durango also applied for a planning grant, and she is requesting a letter of support from the City Council. Eva Henson asked if anyone had submitted comments on some of the housing bills. She did. Nicol Kilian said that Bayfield submitted a letter of interest to discuss an application for the Cinnamon Heights infrastructure. Mark Garcia said they will have a pre-application meeting on Rock Creek. Commissioner Porter-Norton asked about whether DOLA will ask them to prioritize the projects in the region. Mark Garcia did not think so as each will be evaluated on the criteria DOLA has established.

#### I. **Presentations and Engagement with Non-RHA Entities – no agenda items**

#### J.. **Member Updates**

**Town of Bayfield** – Katie Sickles reported that they are nearing the end of budget season and Nov. 1st is their public hearing. Storm water is becoming a big concern. They have a meeting on Oct. 17th and will talk about stormwater improvements which look to cost up to @2 Million. The Town does not have mandates because of their size but expect with their growth, it will happen “before you know it.” Counselor Baxter said the City of Durango is not mandated either. Mark Garcia said they applied and were funded for a storm water project but have been asked if they have a funding source to fund it long-term. Katie Sickles said they are looking at some big annexations of land with a proposed mix of housing and commercial, and also a second traffic signal on the Highway. Funding is a challenge unless they can get some help from CDOT help. In addition, they are working on a pedestrian crossing on Highway 160 and struggling with speed limits set by CDOT. The overall goal is to increase connectivity, wanting more connectivity between North and South sides of Highway 160.

**City of Durango** – Eva Henson reported that they are reviewing and updating current residential projects that are in various stages of planning, and construction. There is a proposed 492 apartment project coming before the City Council and she says they continue to work on funding. forth. Councilor Baxter said there is a Lot of apartment development all rental units. Nothing deed restricted and one in Three Springs will be high-end with a lot of amenities. Working on the budget and council sitting with it. City Manager Jose Madrigal has been providing information and giving ideas of what is in the budget over the last 8 months and getting feedback on what might be in the budget earlier and smoother.

**Town of Ignacio** – Mayor Clark and Mark Garcia have both been gone for the last two weeks. The Town Council did take a preliminary look at the budget 3 weeks ago and there will be presentations tonight. They are hoping to see funding for Rock Creek. The Town is still working on having a model home on a piece of property the Town is hoping to annex. There are two big parcels they are hoping to get and bring in which will tie up—thank you for the waiver of impact report and break ground in November. Will do a press release thinking this could be unique to Ignacio. Hopefully, they will have lots of innovation grants to help.

**La Plata County** – Marsha reported that the Commissioners and County are having Lodgers tax conversations internally. They are looking to form an Issues Committee of interested citizens to help and have their ducks in row for a possible ballot initiative. This includes Talking about what else is on

the ballot, and timing. If approved, the County could reallocate their portion of Lodgers tax to enhance visitor initiatives (does not have to go to Visit Durango). They only get about 500K a year. It would not be a new tax but a reallocation that could be used for possible stewardship of existing trails, childcare and housing. The County has provided money to housing in their budget including \$110K for the Catalyst Fund, \$200K for mortgage assistance, \$60K to Housing Solutions (plus the organization received some ARPA for well). Spending all ARPA money – matching for DOLA. Roof – ambulance with Fire Dept. The budget has \$195K for the RHA and Commissioner Porter-Norton will double check that amount thinking it includes the project funding initially allocated for the RHA. They are providing \$3.1 million to social and mental health youth and mental health projects, a water dock in the west part of the county, Broadband and of course housing.

The group asked about ARPA funds. Katie Sickles said that the Town is using their nitrogen removal and diffuser in their sewer system. Mark Garcia said Ignacio received \$228K and needed to talk about where to use the funding. Eva Henson and Counselor Baxter said that City received \$4.2 Million and used \$00K for La Plata, @ \$500 K for the Housing Division this year and last.

Commissioner Porter-Norton provided an update on the Closing of Purple Cliffs. She said they estimated there were about 239 people and as of Friday, there was one person left. She gave kudos to law enforcement and the various agencies for their compassionate and trauma informed work. There is a giant cleanup to do (@\$250K) and a lot of interesting solutions continue to come forward.

**K. Meeting Adjourned: 3:14pm**

The next RHA Board meeting will be held November 17, 2022 at the Bayfield Town Hall 2 to 4pm

***Regional Housing Alliance Mission Statement***

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

**Regional Housing Alliance of La Plata County**  
**Profit & Loss Budget vs. Actual**  
 January through October 2022

	Jan - Oct 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
Income				
3215 - EIAF Released from Restricted	251,049.57	200,000.00	51,049.57	125.5%
3000 - Unrestricted Revenues	3,000.00			
3216 - SIPA Digitization Grant	76.26	250.00	(173.74)	30.5%
3121 - Interest Income - Bank Accounts	3,076.26	250.00	2,826.26	1,230.5%
<b>Total 3000 - Unrestricted Revenues</b>	<b>254,125.83</b>	<b>200,250.00</b>	<b>53,875.83</b>	<b>126.9%</b>
Total Income				
Expense				
4010 - Advertising	1,552.74			
4062 - Computer Hardware & Software	0.00	888.00	(888.00)	0.0%
4080 - Liability Insurance	922.67	1,562.00	(659.33)	58.3%
4315 - Professional Services				
4327 - Prof'l Services - Digitization	3,000.00			
4398 - Prof'l Services - Admin Fee	19,000.00	22,800.00	(3,800.00)	83.3%
4005 - Prof Serv Audit Fees	7,300.00	6,000.00	1,300.00	121.7%
4322 - Prof'l Services-Legal Fees	815.00	11,000.00	(10,185.00)	7.4%
4315 - Professional Services - Other	0.00	160,000.00	(160,000.00)	0.0%
<b>Total 4315 - Professional Services</b>	<b>30,115.00</b>	<b>199,800.00</b>	<b>(169,685.00)</b>	<b>15.1%</b>
6240 - Miscellaneous	3,000.00	1,000.00	2,000.00	300.0%
<b>Total Expense</b>	<b>35,590.41</b>	<b>203,270.00</b>	<b>(167,679.59)</b>	<b>17.5%</b>
<b>Net Ordinary Income</b>	<b>218,535.42</b>	<b>(3,020.00)</b>	<b>221,555.42</b>	<b>(7,236.3)%</b>
<b>Net Income</b>	<b>218,535.42</b>	<b>(3,020.00)</b>	<b>221,555.42</b>	<b>(7,236.3)%</b>

**Regional Housing Alliance of La Plata County**  
**Balance Sheet**  
As of October 31, 2022

	Oct 31, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Operating Funds (Unrestricted)	
1000 · Operating Account	229,036.72
Total Operating Funds (Unrestricted)	229,036.72
Total Checking/Savings	229,036.72
Other Current Assets	
1400 · Prepaid Expenses	
1400.1 · Prepaid Liability	659.00
Total 1400 · Prepaid Expenses	659.00
Total Other Current Assets	659.00
Total Current Assets	229,695.72
<b>TOTAL ASSETS</b>	229,695.72
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
2052 · Assigned Net Assets	(561.33)
2053 · Unrestricted Net Assets	11,721.63
Net Income	218,535.42
Total Equity	229,695.72
<b>TOTAL LIABILITIES &amp; EQUITY</b>	229,695.72

## Section F – Decision Items

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# PROCUREMENT - Laura Lewis-Marchino

Because the RHA board adopted the procurement policy, they can always make an exception to the policy.

Except with respect to construction/public works contracts, or unless required by a specific grant, the attorney is not aware of any other laws requiring any certain bidding procedures with respect to the RHA, so he believes the Board, by motion, is free to make an exception.

For the following reasons

- 1) The RHA does not have an executive director or designee at this time to make recommendation for sole source, and to conduct negotiations.
- 2) The RHA was unsuccessful in its attempt to hire a contractor in the Spring to develop a plan for their future, develop a website, programming and be their staff point of contact and prepare the organization to take on housing projects.
- 3) The RHA then sought for an interim Executive Director in the late summer and early Fall to do the same thing. They did two rounds of interviews but did not have a successful candidate.
- 4) The opportunity now exists to have the Alliance (which has a 3-year Workforce housing strategy plan) to help with the goals of the RHA.

It would not be possible to follow the sole source bidding procedure exactly, so either the RHA can make an exception to the procurement policy, or follow it to the extent they can, as they choose. They may choose to bid out the contract that is being offered to the Alliance.

It is reasonable that a discussion of the procurement policy and its requirements be on the record, and discussion of the RHA's reasons to consider exception or publication and bidding, will be enough for the RHA to decide how they want to handle with respect to Alliance's services.

AGREEMENT BETWEEN  
LA PLATA ECONOMIC DEVELOPMENT ALLIANCE  
AND  
THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

**THIS AGREEMENT** (the "Agreement") is entered into this 17<sup>TH</sup> DAY OF NOVEMBER 2022, by and between the LA PLATA ECONOMIC DEVELOPMENT ALLIANCE, (hereinafter referred to as the "ALLIANCE" or "Contractor") whose address is 2301 Main Ave., Durango, CO 81301, and the Regional Housing Authority of La Plata County, a Colorado Housing Authority, whose address is 295 Girard St, Ste B, Durango, CO 81303 (hereinafter referred to as the "RHA") (and collectively, the "Parties").

**RECITALS**

**WHEREAS**, the RHA is in need of certain administrative support, meeting support, and book-keeping services as set forth in Exhibit A and whereas the Alliance would provide those administrative, book-keeping, and meeting support services; and

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

**NOW, THEREFORE**, the parties agree as follows:

1. *Retention of Contractor.* RHA hereby retains the Alliance to provide certain Services on the terms herein provided.
2. *Term of Agreement.* Unless terminated earlier by either party hereto, the period during which Contractor shall provide services to RHA under this Agreement shall be from **1 December 2022** until **31 December 2023**. This Agreement shall not automatically renew but the Alliance reserves first right of refusal to renew annually if an IGA is in place to continue funding the RHA. Both the Alliance and RHA must agree to any renewal terms.
3. *Termination.* This Agreement may be terminated by either Party, with or without cause, by providing at least 90 days' written notice to the other Party.

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

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

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

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

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

Upon termination, RHA shall issue the Alliance any payments owed for the annual period, however pro-rated to the date of termination, and the Alliance shall return to RHA all of RHA property, correspondence and records (including copies of RHA computer files), and the parties shall thereafter be relieved from further obligations under this Contract.

4. *Contractor's Duties.* Contractor shall furnish the Services to RHA as described in Exhibit A, Scope of Services. The RHA agrees that it will at any time, and from time to time, execute and deliver all documents and instruments, and take all actions as may reasonably be required by the Alliance in order for the Alliance to effectuate and fully carry out its obligations in accordance with the terms of this Agreement. The Alliance is not responsible for incomplete Colorado Open Records Requests as a result of the RHA not having a centralized email system and prior lack of communication with the Alliance on behalf of the RHA Members regarding RHA business.

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

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

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

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

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

If to the Alliance: [admin@yeslpc.com](mailto:admin@yeslpc.com) AND [michelle@yeslpc.com](mailto:michelle@yeslpc.com)

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

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

9. *Enforceability.* If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby so long as the purposes of this contract can be met.

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

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

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

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

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

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

contingent on annual appropriation of funds. The parties represent that funds have been appropriated for the initial term.

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

17. *Breach of Contract.* The prevailing party to any litigation arising out of this agreement shall be entitled to all costs of that action, including reasonable attorney's fees. Notwithstanding, neither party shall be liable for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing, replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of its performance or failure to perform under this agreement. Additionally, any damages against the Alliance shall be capped at the amount of funds that the Alliance has received from the RHA during the fiscal year in which such liability or damage accrued.

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

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

20. *Intent.* It is the intent of the Parties that all contractual and statutory obligations of the RHA remain those of the RHA and are not assigned to the Alliance and do not become the obligation of the Alliance. This Agreement does not create a joint venture or partnership or merger of the Parties. RHA is and shall remain a separate and distinct entity from the Alliance. The business operations of RHA shall in no way combine with the business operations of the Alliance. The role of the Alliance is merely to assist the RHA Board by supplying it with administrative support, meeting support, and book-keeping support, as set forth in this Agreement. The Alliance is not responsible for the RHA's actions or inactions.

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

22. *List of Exhibits*

Exhibit A - Scope of Services and Compensation

Exhibit B - RHA Meeting Schedule

Exhibit C - RHA Calendar

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

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Regional Housing Alliance of La Plata County

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Title, Date

---

La Plata Economic Development Alliance

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Title, Date

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**

Administrative Services are limited to:

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

Bookkeeping Services limited to:

- Providing bookkeeping services utilizing GAAP accounting processes
- Maintaining RHA books in QuickBooks from date of execution of this Agreement.

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

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

RHA shall pay the Alliance \$22,800 for Fiscal Year 2023 plus \$3,800 for November and December 2022.

If additional work is requested above and beyond what is listed in this Scope of Work, the hourly rate shall be: \$51.00/hour, billed at 15-minute increments.



## **EXHIBIT B**

### **Regular Meeting Schedule**

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

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

February 3, 2022

March 3, 2022

April 7, 2022

May 5, 2022

June 2, 2022

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

August 4, 2022

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

October 6, 2022

November 3, 2022

December 1, 2022

## **EXHIBIT C**

### **RHA Calendar of Important Dates**

No later than January 31: Adopted Budget filed with Department of Local Affairs

January/February: Set audit date with Auditors (when applicable)

March/April: Conduct audit (when applicable)

May/June: Audit presentation to Board and Accept Audit

- o No later than June 30, audit must be complete

No Later than July 31: audit must be filed with Office of the State Auditor

August: CIRSA Insurance renewal application

- o Sign and return by October 1

No later than October 15: Proposed budget must be presented to RHA Board

- o Notice of Budget must be published in advance of October Board Meeting

No later than December 31: RHA Board adopt annual Budget

- o Notice of Meeting must be published in advance of December Board Meeting

**FUNDING AGREEMENT FOR  
THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

THIS FUNDING AGREEMENT FOR THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY (the “Agreement”) is entered by and between the Board of County Commissioners of La Plata County, Colorado whose address is 1101 E. 2<sup>nd</sup> Avenue, Durango, CO 81301 (hereafter “La Plata County”), the City of Durango, Colorado whose address is 949 E. 2<sup>nd</sup> Avenue, Durango, CO 81301 (hereafter “Durango”), the Town of Ignacio, Colorado, whose address is 540 Goddard Avenue, Ignacio, CO 81137 (hereafter “Ignacio”), the Town of Bayfield, Colorado whose address is 1199 Bayfield Parkway, Bayfield, CO 81122 (hereafter “Bayfield”), and the Regional Housing Alliance of La Plata County (hereafter the “RHA”) whose address is 124 East 9<sup>th</sup> Street, Durango, CO 81301 (collectively, the “Parties”).

**RECITALS**

- A. The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203 allow Colorado governments to cooperate to contract with one another to provide any function, service, or facility lawfully authorized to each local government.
- B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract and cooperate with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.
- C. Durango, Ignacio, and La Plata County established RHA as a multijurisdictional housing authority on August 5, 2004, by executing an Intergovernmental Agreement (the “IGA”) to be effective as of that same date. The IGA was amended in 2008 to include the Town of Bayfield as a party to the IGA.
- D. The Parties have previously entered into funding agreements to provide some of the funds necessary for the operation of the RHA. The Parties wish to provide additional funding for RHA for 2023 and subsequent years according to the terms of this Agreement.
- E. The Parties desire to support implementation of the La Plata Economic Development Alliance’s Three-Year Workforce Housing Investment Strategy which identifies six pillars that forward housing goals of mutual interest.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and obligations set forth herein, the Parties hereto agree as follows:

- 1. **Term.** The term of this Agreement shall commence as of the effective date hereof and shall expire, subject to earlier termination in the event of non-appropriation as hereinafter provided, on December 31, 2025.
- 2. **Funding of RHA.**
  - 2.1 *2023 Funding Obligations – Generally.* La Plata County, Durango, Ignacio, and Bayfield agree to provide funding to RHA for calendar year 2023 in the total aggregate amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). The Parties agree that the

responsibility for funding the obligations set forth in this Section 2.1 will be shared by them in the following amounts and proportions:

*2.1.1. Proportional Shares of Funding for 2023~~for Operational Costs~~.* The Parties agree that the responsibility for funding ~~the remaining~~ Two Hundred and Twenty-Five Thousand (\$225,000.00), to be used by the RHA for operations, expenses and for mutually agreed upon housing initiatives will be shared by the Parties in the following amounts and proportions:

La Plata County	61 %	\$137,250.00
City of Durango	32 %	\$ 72,000.00
Town of Ignacio	2 %	\$ 4,500.00
Town of Bayfield	5 %	\$ 11,250.00

2.2 *2024 and 2025 Funding Obligations – Generally.* Subject to the provisions of Section 4 herein regarding annual appropriations, the Parties agree to provide funding to the RHA for calendar years 2024 and 2025 in the amounts and proportions set forth above.

*2.2.1. Funding for Project Costs or for Grant Match.* Subject to the provisions of Section 4 herein regarding annual appropriations, each year during the term of this Agreement, the Parties may unanimously vote that each Party contribute an additional amount to the RHA to be used for a specific project or purpose. The proportional share will be at the same percentage as identified in 2.1.1.

2.3 *Payment Dates.* All entities shall make payments for the 2023 calendar year to RHA by February 1, 2023. Subsequent payments shall be made by February 1<sup>st</sup> of each subsequent calendar year. Additional funding for Project Costs or for Grant Matches will be due as agreed by the Parties.

2.4 *Budgetary Surplus.* Any surplus of funds that remain at the end of any budget year will be carried over for use by RHA, to the extent permitted by law.

### 3. **Services Provided by the RHA.**

3.1 *Provision of Services to RHA by Third Parties.* RHA may contract with third-parties in order to generate additional operating income for RHA and forward goals identified in the La Plata Economic Development Alliance’s Three-Year Workforce Housing Investment Strategy.

3.2

4. **Appropriations.** Since this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability of such funds for payment. Should any party to the Agreement fail to annually appropriate funds for payment of the obligations set forth herein, this Agreement shall automatically terminate and none of the Parties shall have any obligation to provide funding to the RHA for the ensuing calendar year regardless of whether such funds were already appropriated by such Party’s governing body.

The obligations of the Parties shall not constitute a general obligation, indebtedness or multiple-year direct or indirect debt, or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

5. **Notices.** Except as otherwise provided, all notices provided or required under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or three (3) days after being mailed, by certified mail, return receipt requested, and addressed to the Parties at their addresses appearing on the first paragraph of the first page of this Agreement. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.
6. **Applicable Law.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any proceeding shall be in La Plata County, Colorado.
7. **Modifications.** At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable federal, state, and local laws, and rules and regulations that have been or may hereafter be established. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
8. **RHA Board Approval.** The provisions of this Agreement have been duly approved by the Board of Directors of the RHA.
9. **Effective Date.** The effective date of this Agreement shall be the date when the last signature of the Parties is affixed to this Agreement.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one original Agreement.
11. **Severability.** If any term or provision of this Agreement shall be adjudicated to be invalid, illegal, or unenforceable this Agreement shall be deemed to be amended to delete the invalid, illegal, or unenforceable term and the remaining terms shall not be affected thereby.
12. **Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity other than the Parties to this Agreement shall have any right, legal or equitable to enforce any provision of this Agreement.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**BOARD OF COUNTY COMMISSIONERS  
OF LA PLATA COUNTY, COLORADO**

*Attest:*

\_\_\_\_\_  
*Deputy County Clerk*

\_\_\_\_\_  
Matt Salka, Chair

---

**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF DURANGO, COLORADO**

*Attest:*

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
Barbara Noseworthy, Mayor

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**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**TOWN OF IGNACIO, COLORADO**

*Attest:*

\_\_\_\_\_  
*Town Clerk*

\_\_\_\_\_  
Clark Craig, Mayor

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**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**



Dated this \_\_\_\_ day of \_\_\_\_\_, 20

**TOWN OF BAYFIELD, COLORADO**

*Attest:*

\_\_\_\_\_  
*Town Clerk*

\_\_\_\_\_  
Ashleigh Tarkington, Mayor

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**ADDITIONAL SIGNATURE ON THE FOLLOWING PAGE**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**REGIONAL HOUSING ALLIANCE  
OF LA PLATA COUNTY**

*Attest:*

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**REGIONAL HOUSING ALLIANCE  
OF LA PLATA COUNTY**

**FINANCIAL STATEMENTS AND INDEPENDENT  
ACCOUNTANTS' REVIEW REPORT**

**December 31, 2018 - 2021**

REVISOR  
DRAFT  
11.17.22

# REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

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REVISED  
DRAFT  
11.7.22

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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

We have reviewed the accompanying financial statements of the governmental activities, and the business-type activities of the Regional Housing Alliance of La Plata County (the "Alliance") as of and for the years ended December 31, 2021, 2020, 2019, and 2018, and the related notes to the financial statements, which collectively comprise the Alliance's basic financial statements as listed in the table of contents. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

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

### **Accountant's Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Alliance and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### **Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context.

Such information is the responsibility of management. We have not audited, reviewed, or compiled the required supplementary information and we do not express an opinion, a conclusion, nor provide any assurance on it.

*FredrickZink & Associates, PC*

FredrickZink & Associates, PC  
November 17, 2022

REVISED  
DRAFT  
11.17.22

## REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

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### MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited) December 31, 2018 - 2021

As fiscal managers of the Regional Housing Alliance of La Plata County (the "Alliance"), the following information offers readers of the Alliance's financial statements this narrative overview and analysis of the financial activities of the Alliance for the fiscal years ended December 31, 2018, 2019, 2020, and 2021. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our basic financial statements to better understand the financial position of the Alliance.

#### Financial Highlights

- In 2016 and 2015 the Alliance was a multi-jurisdictional housing authority that received operational funds through an intergovernmental agreement between La Plata County, Colorado, the City of Durango, Colorado, the Town of Bayfield, Colorado, and the Town of Ignacio, Colorado.
- In 2017, Regional Housing Alliance went dormant. All employees and assets, except for the Energy Impact Assistance Fund loans and cash, were transferred to HomesFund (formerly La Plata Homes Fund, Inc.). The HomesFund provides homebuyer assistance program (education, counseling, down payment assistance) to the 5-county southwest Colorado region.
- As of December 31, 2017, the Alliance held \$299,016 in Energy Impact Assistance Mortgage Receivables, net and \$199,177 in loan cash from payoffs of those mortgages.
- As of December 31, 2018, the Alliance held \$299,016 in Energy Impact Assistance Mortgage Receivables, net and \$199,724 in loan cash from payoffs of those mortgages.
- As of December 31, 2019, the Alliance held \$286,166 in Energy Impact Assistance Mortgage Receivables, net and \$219,909 in loan cash from payoffs of those mortgages.
- In December 2020, the Alliance transferred \$297,033 in Energy Impact Assistance Mortgage Receivables to HomesFund. The Alliance retained \$250,701 in loan cash from the payoff of those mortgages.
- As of December 31, 2020, the Alliance held \$250,722 in loan cash from payoffs of Energy Impact mortgages.
- As of December 31, 2021, the Alliance held \$250,973 in loan cash from payoffs of Energy Impact mortgages.

#### Overview of the Financial Statements

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

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

The *Statement of Revenue, Expenses and Changes in Position* reports the changes that have occurred during the year to the Alliance's net position. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related

**REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)**  
**December 31, 2018 - 2021**

cash flows. Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods.

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

**FINANCIAL SUMMARY AND ANALYSIS**

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

**CONDENSED STATEMENTS OF NET POSITION**

	2021	2020	2019	2018
Current assets	\$ 265,319	\$ 287,209	\$ 277,093	\$ 261,114
Noncurrent assets	-	-	286,166	299,016
Total assets	<u>265,319</u>	<u>287,209</u>	<u>563,259</u>	<u>560,130</u>
Current liabilities	109	-	-	-
Net position				
Restricted for lending and affordable housing	-	-	506,075	498,740
Restricted for emergencies	2,700	2,700	2,700	2,700
Unrestricted	<u>262,510</u>	<u>284,509</u>	<u>54,484</u>	<u>58,690</u>
Total net position	<u>265,210</u>	<u>287,209</u>	<u>563,259</u>	<u>560,130</u>
Total liabilities and net position	<u>\$ 265,319</u>	<u>\$ 287,209</u>	<u>\$ 563,259</u>	<u>\$ 560,130</u>

The largest portion of the Alliance's net position is reflected in shared appreciation second mortgages that were funded primarily by the Energy Impact Assistance Fund. When restrictions on the Energy Impact Assistance mortgages were lifted in 2020, the remaining notes receivable were transferred to HomesFund.



**REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
December 31, 2018 - 2021**

**CONDENSED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

	2021	2020	2019	2018
<b>OPERATING REVENUES</b>	\$ 3,000	\$ 33,224	\$ 14,644	\$ -
<b>OPERATING EXPENSES</b>	25,250	12,697	12,150	19,275
Operating income (loss)	(22,250)	20,527	2,494	(19,275)
<b>NONOPERATING REVENUES</b>	251	456	635	430
Income (loss) before transfers	(21,999)	20,983	3,129	(18,845)
<b>TRANSFERS OUT</b>	-	(297,033)	-	-
Change in net position	<u>\$ (21,999)</u>	<u>\$ (276,050)</u>	<u>\$ 3,129</u>	<u>\$ (18,845)</u>

**Revenues**

In 2018, 2019, 2020, and 2021 the Alliance was primarily dormant and received minimal revenue, the only source being interest on bank accounts. Additionally, there were no additional revenue sources in 2022. The Alliance is evaluating options for future contribution revenue to be determined pursuant to agreement between La Plata County, the City of Durango, the Town of Bayfield, and the Town of Ignacio.

**Expenditures**

The Alliance's major expenditures in 2017 were Professional Fees paid to HomesFund for the Alliance's share of salaries and benefits under the Master Agreement that terminated June 30, 2017.

Since then, in the years 2018, 2019, 2020, and 2021 the Alliance's major expenditures were fees for Professional Services paid to the Southwest Colorado Council of Governments for Administrative and Accounting Services. Additional expenditures included fees for Legal Services and Consulting Services for the development of a strategic plan in 2021.

**BUDGETARY HIGHLIGHTS**

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

The 2018 budget included minimal revenues and expenses.

- Actual operating revenues received in 2018 was \$430 more than budgeted
- Actual operating expenses, on the budgetary basis, were less than budgeted by \$3,800

The 2019 budget included minimal revenues and expenses. Revenues were higher than expected due to mortgage loan payoffs.

- Actual operating revenues received in 2019 was \$12,069 more than budgeted
- Actual operating expenses, on the budgetary basis, were less than budgeted by \$1,351

**REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

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**MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)  
December 31, 2018 - 2021**

The 2020 budget was amended to reflect the contribution of loans to HomesFund.

- Actual operating revenues received in 2020 was \$3,039 more than budgeted
- Actual operating expenses, on the budgetary basis, were less than budgeted by \$60,816

The 2021 budget was amended to reflect the release of loan funds to general operating funds.

- Actual operating revenues received in 2021 was \$251,050 more than budgeted
- Actual operating expenses, on the budgetary basis, were less than budgeted by \$48,263

**REQUESTS FOR INFORMATION**

This financial report is designed to give its readers a general overview of the Alliance's finances. Questions regarding any information contained in this report or requests for additional financial information should be addressed to: Southwest Colorado Council of Governments, 135 Burnett Drive, Unit 1, Durango, CO 81301.

REVISOR  
DRAFT  
11.7.22

**BASIC FINANCIAL STATEMENTS**

REVISED  
DRAFT  
11.7.22



**REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

**STATEMENTS OF NET POSITION**  
December 31, 2018 - 2021

	2021	2020	2019	2018
<b>ASSETS</b>				
<b>Current assets</b>				
Cash and cash equivalents.....	\$ 265,319	\$ 287,209	\$ 49,213	\$ 61,390
Accounts receivable.....	-	-	7,971	-
Restricted cash.....	-	-	219,909	199,724
<b>Total current assets.....</b>	<b>265,319</b>	<b>287,209</b>	<b>277,093</b>	<b>261,114</b>
<b>Other assets</b>				
Mortgage loans receivable, net.....	-	-	286,166	299,016
<b>Total other assets.....</b>	<b>-</b>	<b>-</b>	<b>286,166</b>	<b>299,016</b>
<b>Total assets.....</b>	<b>\$ 265,319</b>	<b>\$ 287,209</b>	<b>\$ 563,259</b>	<b>\$ 560,130</b>
<b>LIABILITIES AND NET POSITION</b>				
<b>Current liabilities</b>				
Accounts payable.....	\$ 109	\$ -	\$ -	\$ -
<b>Total liabilities.....</b>	<b>109</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net position</b>				
Restricted for lending and affordable housing.....	-	-	506,075	498,740
Restricted for emergencies.....	2,700	2,700	2,700	2,700
Unrestricted.....	262,510	284,509	54,484	58,690
<b>Total net position.....</b>	<b>\$ 265,210</b>	<b>\$ 287,209</b>	<b>\$ 563,259</b>	<b>\$ 560,130</b>

**REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

For the Years Ended December 31, 2018 - 2021

	2021	2020	2019	2018
<b>OPERATING REVENUES</b>				
Grant income.....	\$ 3,000	\$ -	\$ -	\$ -
Shared appreciation.....	-	-	14,644	-
Change in loan loss reserve.....	-	33,224	-	-
<b>Total operating revenues.....</b>	<b>3,000</b>	<b>33,224</b>	<b>14,644</b>	<b>-</b>
<b>OPERATING EXPENSES</b>				
Professional fees.....	23,380	11,172	10,635	18,000
Office and administrative.....	1,870	1,525	1,515	1,275
<b>Total operating expenses.....</b>	<b>25,250</b>	<b>12,697</b>	<b>12,150</b>	<b>19,275</b>
Operating income (loss).....	(22,250)	20,527	2,494	(19,275)
<b>NONOPERATING REVENUES</b>				
Interest income.....	251	456	635	430
Income (loss) before transfers.....	(21,999)	20,983	3,129	(18,845)
<b>TRANSFERS OUT</b>				
Transfer to HomesFund.....	-	(297,033)	-	-
<b>Change in net position.....</b>	<b>(21,999)</b>	<b>(276,050)</b>	<b>3,129</b>	<b>(18,845)</b>
Net position, beginning of year.....	287,209	563,259	560,130	578,975
<b>Net position, end of year.....</b>	<b>\$ 265,210</b>	<b>\$ 287,209</b>	<b>\$ 563,259</b>	<b>\$ 560,130</b>

See accompanying notes and independent accountant's review report.

**REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

**STATEMENTS OF CASH FLOWS**

For the Years Ended December 31, 2018 - 2021

	2021	2020	2019	2018
<b>Cash flows from operating activities</b>				
Cash received from grants.....	\$ 3,000	\$ -	\$ -	\$ -
Cash paid to suppliers and others.....	(25,141)	(12,724)	(12,150)	(19,275)
Interest received.....	251	456	-	-
Net cash used by operating activities	<u>(21,890)</u>	<u>(12,268)</u>	<u>(12,150)</u>	<u>(19,275)</u>
<b>Cash flows from investing activities</b>				
Mortgage loans receivable.....	-	22,385	12,850	-
Shared appreciation income.....	-	7,971	6,673	-
Interest received.....	-	-	635	430
Net cash provided by investing activities.....	<u>-</u>	<u>30,356</u>	<u>20,158</u>	<u>430</u>
<b>Net increase (decrease) in cash and cash equivalents.....</b>	<b>(21,890)</b>	<b>18,088</b>	<b>8,008</b>	<b>(18,845)</b>
Cash and cash equivalents - beginning of year.....	287,210	269,122	261,114	279,959
Cash and cash equivalents - end of year.....	<u>\$ 265,320</u>	<u>\$ 287,210</u>	<u>\$ 269,122</u>	<u>\$ 261,114</u>
Presented on the statement of net position as follows:				
Cash and cash equivalents.....	\$ 265,319	\$ 287,209	\$ 49,213	\$ 61,390
Restricted cash.....	-	-	219,909	199,724
Total cash and cash equivalents.....	<u>\$ 265,319</u>	<u>\$ 287,209</u>	<u>\$ 269,122</u>	<u>\$ 261,114</u>
<b>Reconciliation of Change in Net Position to Net Cash From Operating Activities</b>				
Change in net position.....	\$ (21,999)	\$ (276,050)	\$ 3,129	\$ (18,845)
<b>Adjustments to reconcile income from operations to net cash used by operating activities:</b>				
Transfer of mortgage loans receivable to HomesFund.....	-	297,033	-	-
Provision for loan loss reserve.....	-	(33,251)	-	-
Restricted interest income received.....	-	-	(635)	(430)
<b>Change in operating assets and liabilities:</b>				
Accounts receivable.....	-	-	(7,971)	-
Mortgage loans receivable.....	-	-	(6,673)	-
Accounts payable.....	109	-	-	-
Net cash used by operating activities.....	<u>\$ (21,890)</u>	<u>\$ (12,268)</u>	<u>\$ (12,150)</u>	<u>\$ (19,275)</u>
<b>Noncash Activity</b>				
Transfer of mortgage loans receivable to HomesFund.....	\$ -	\$ 297,006	\$ -	\$ -
Provision for loan loss reserve.....	\$ -	\$ (33,224)	\$ -	\$ -

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## REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

### NOTES TO FINANCIAL STATEMENTS

December 31, 2018 - 2021

#### NOTE 1 - NATURE OF ACTIVITIES

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

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

#### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

##### Cash and Cash Equivalents

For purposes of the statement of cash flows, the Alliance considers cash deposits and highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash has been restricted for funds that are required to be used for lending to qualified homebuyers under restrictions from specific funding sources.

##### Mortgage Loans Receivable

The Alliance extends loans to qualified homebuyers for second and third liens on homes in order to close the affordability gap. The shared appreciation loans are interest-free, and are due in full, along with a specified percentage of the appreciation of the home when the home is sold, refinanced, transferred, or after 30 years. Amortizing Colorado Department of Housing loans bear an interest rate of 1%, can be deferred for up to five years, and are payable over 30 years. Amortizing loans require regular monthly payments from the borrowers.

The sources of the funding include private corporations, and state and federal governments. The funds are restricted for the purpose of affordable housing under the specific grant requirements. Once restricted funds are loaned to qualified borrowers the funds retain their restriction. When loans are paid off, the cash is available for lending to other qualified borrowers. An allowance for loan losses has been provided at 10% of the outstanding loan balances, plus any negative residual value in loans at year end. Management has determined this calculation to be a reasonable allowance based in the types of loans and the fact repayment will not occur until the loan collateral is sold or ownership is transferred.

## REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

### NOTES TO THE BASIC FINANCIAL STATEMENTS - Continued

December 31, 2018 - 2021

#### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

##### Capital Assets

The Alliance capitalizes assets with an individual cost of \$5,000 or more and an estimated useful life of more than one year. Capital assets which have been contributed are stated at estimated fair value at the date of contribution or at donor's cost. The Alliance held no depreciable capital assets during the years ended December 31, 2018 – 2021.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

##### Net Position on the Statement of Net Position

Net position represents the difference between assets and deferred inflows of resources, and deferred outflows of resources and liabilities and is classified as net investment in capital assets, restricted or unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition or construction of improvements on those assets, excluding any unspent bond proceeds.

Net position is reported as restricted when there are limitations imposed on its use, either through the enabling legislation adopted by the Alliance or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

All other net position that does not meet these definitions is classified as unrestricted. When an expense is incurred for purposes for which both restricted and unrestricted net position is available, the Alliance's policy is to apply restricted net position first.

##### Grants

Grant revenue consists of funding provided to the Alliance by various businesses, private foundations and governmental agencies to assist the Alliance in providing affordable dwelling accommodations. Grant revenue is recorded when amounts become known and due to the Alliance.

##### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### NOTE 3 - BUDGETS

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

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



## REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

### NOTES TO THE BASIC FINANCIAL STATEMENTS - Continued

December 31, 2018 - 2021

#### NOTE 4 - TAX SPENDING AND DEBT LIMITATION (TABOR)

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

TABOR requires local governments to establish emergency reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. The emergency reserve of \$2,700 is included in restricted net position on the accompanying statement of net position.

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

#### NOTE 5 - CASH AND CASH EQUIVALENTS

##### Legal and Contractual Provisions Governing Deposits

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

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

*Custodial Credit Risk* - This is the risk that, in the event of a bank failure, the Alliance's deposits may not be returned to it. As of December 31, 2021, the Alliance's deposits were not exposed to credit risk, as all deposits were insured by the Federal Deposit Insurance Corporation or collateralized in accordance with PDPA.

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

	Carrying Value	Bank Value
Cash and cash equivalents - 2021	\$ 265,319	\$ 263,260
Cash and cash equivalents - 2020	\$ 287,209	\$ 288,339
Cash and cash equivalents - 2019	\$ 269,122	\$ 269,683
Cash and cash equivalents - 2018	\$ 261,114	\$ 261,134

#### NOTE 6 - MORTGAGE LOANS RECEIVABLE

Mortgage loans receivable at December 31, 2019 and 2018 are as follows:

	2019	2018
Shared Appreciation mortgage loan	\$ 319,390	\$ 332,240
Allowance for loan losses	(33,224)	(33,224)
	<u>\$ 286,166</u>	<u>\$ 299,016</u>

## **REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

### **NOTES TO THE BASIC FINANCIAL STATEMENTS - Continued**

**December 31, 2018 - 2021**

#### **NOTE 6 - MORTGAGE LOANS RECEIVABLE - Continued**

During 2020, the Alliance transferred \$297,033 in mortgage loan payoff proceeds and mortgage loans to the HomesFund. This transfer is recorded as contribution expense in the December 31, 2020 statements of revenues, expenses, and changes in net position. This transfer represented the remainder of the Shared Appreciation mortgage loans. As a result, there is no balance in notes receivable for the years ended December 31, 2021 and 2020.

#### **NOTE 7 - RESTRICTED NET POSITION**

Restricted net position consists of funds received specifically for affordable housing in La Plata County to be used for loans to qualified homebuyers under the restrictions of each specific funding source and the emergency reserve as required under TABOR (see Note 4). When the loans have been repaid to the Alliance, the funds remain restricted and are to be used for new lending purposes under the specific grant restrictions and expire after 10 years. The entire balance of funds restricted for affordable housing was provided by the State through Energy Impact Assistance Mortgages, the restriction on these funds was set to expire in November 2020. In November 2020, these mortgages were transferred to the HomesFund.

#### **NOTE 8 - RISK MANAGEMENT**

The Alliance is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors or omissions; injuries to employees; and natural disasters. During 2017, the Alliance was a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA is an organization created by intergovernmental agreement to provide property, general liability, law enforcement liability, public official's liability, crime coverage, and workers compensation coverage to its members. Settled claims have not exceeded this coverage during 2018 – 2021.

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

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

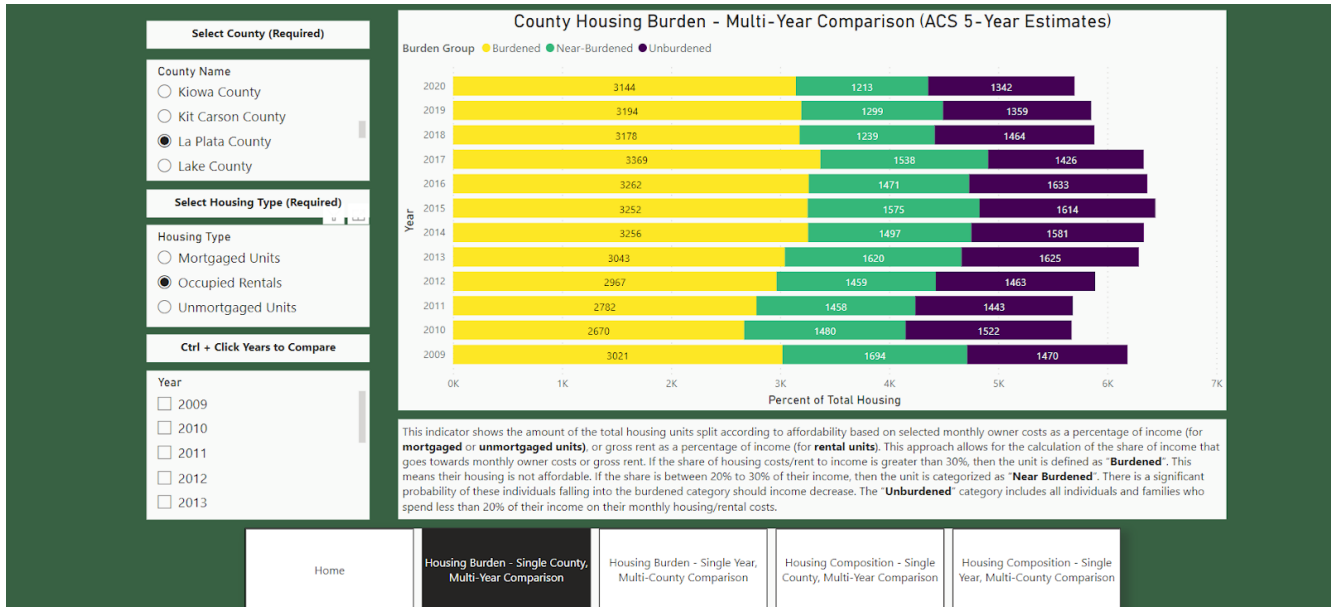
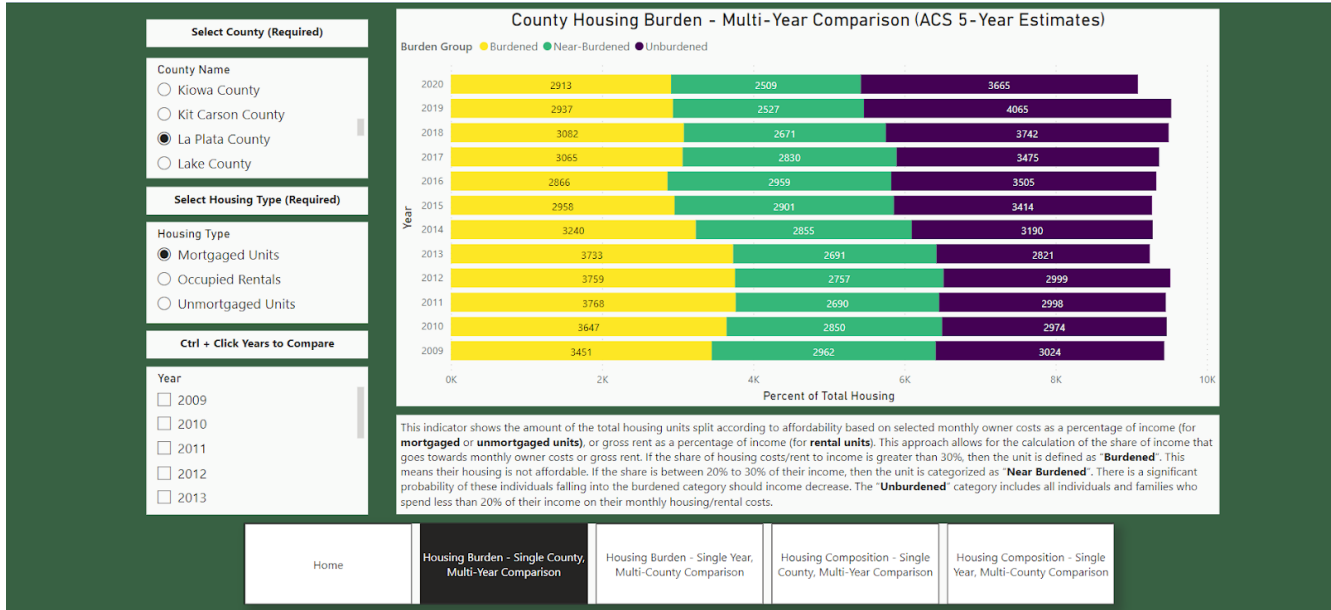
#### **NOTE 9 - SUBSEQUENT EVENTS**

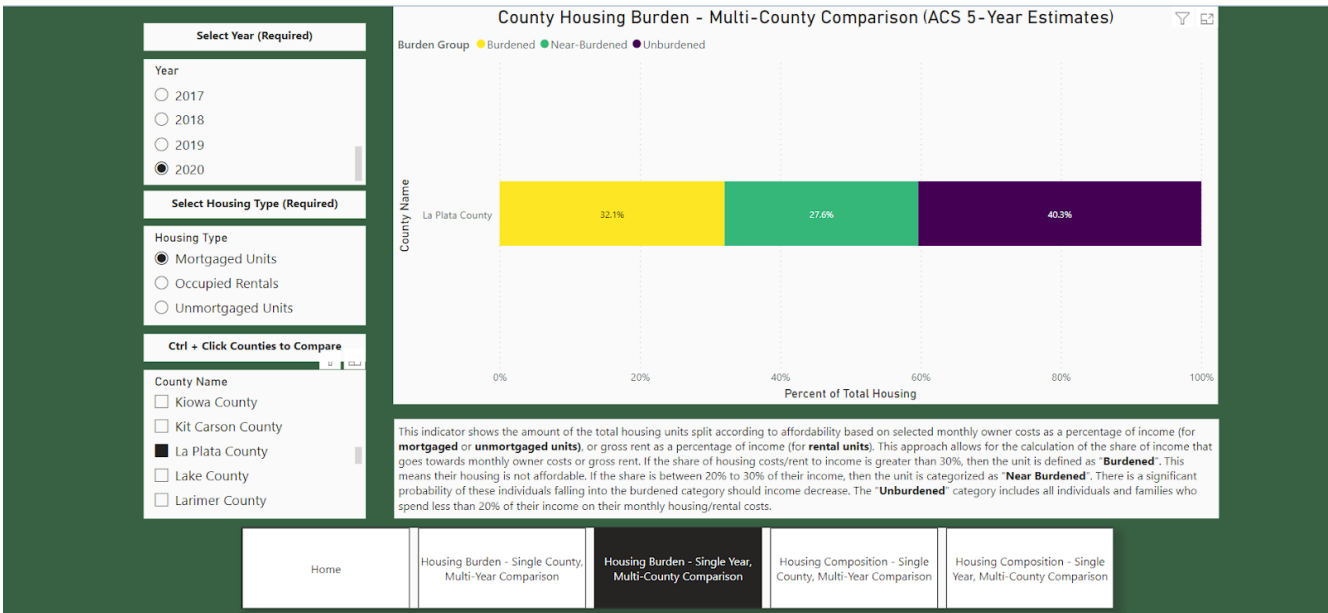
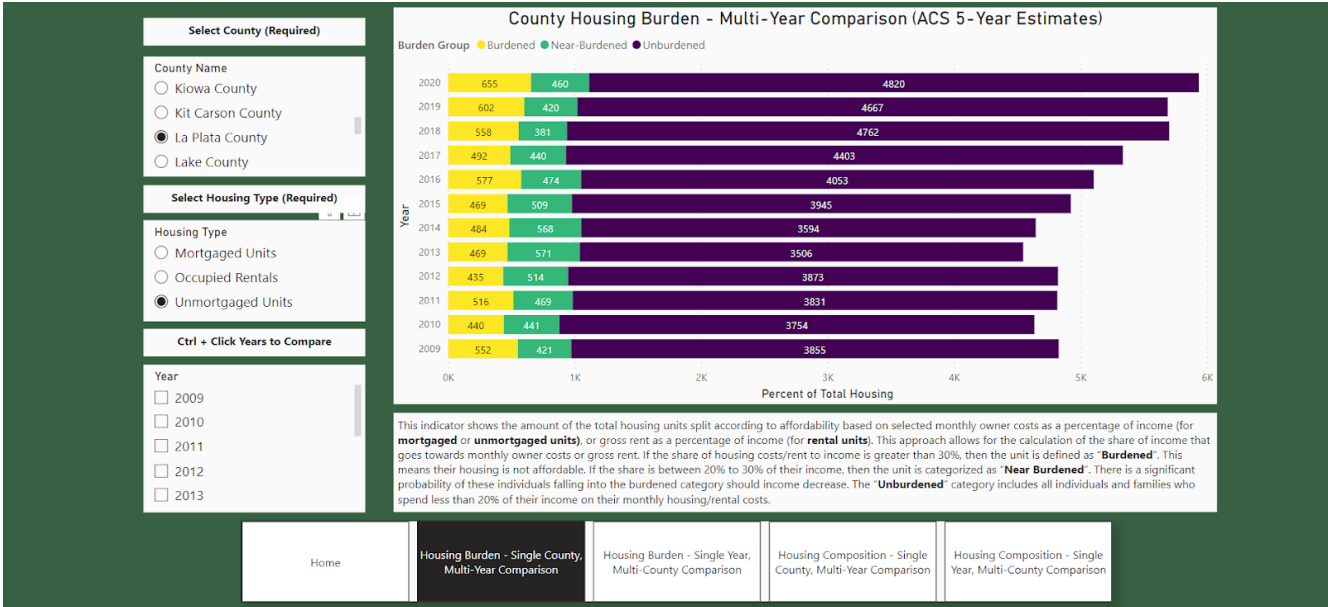
The Alliance's management has evaluated subsequent events through November 17, 2022, the date which the financial statements were available for issue. No subsequent events were identified requiring disclosure in the notes to the financial statements.

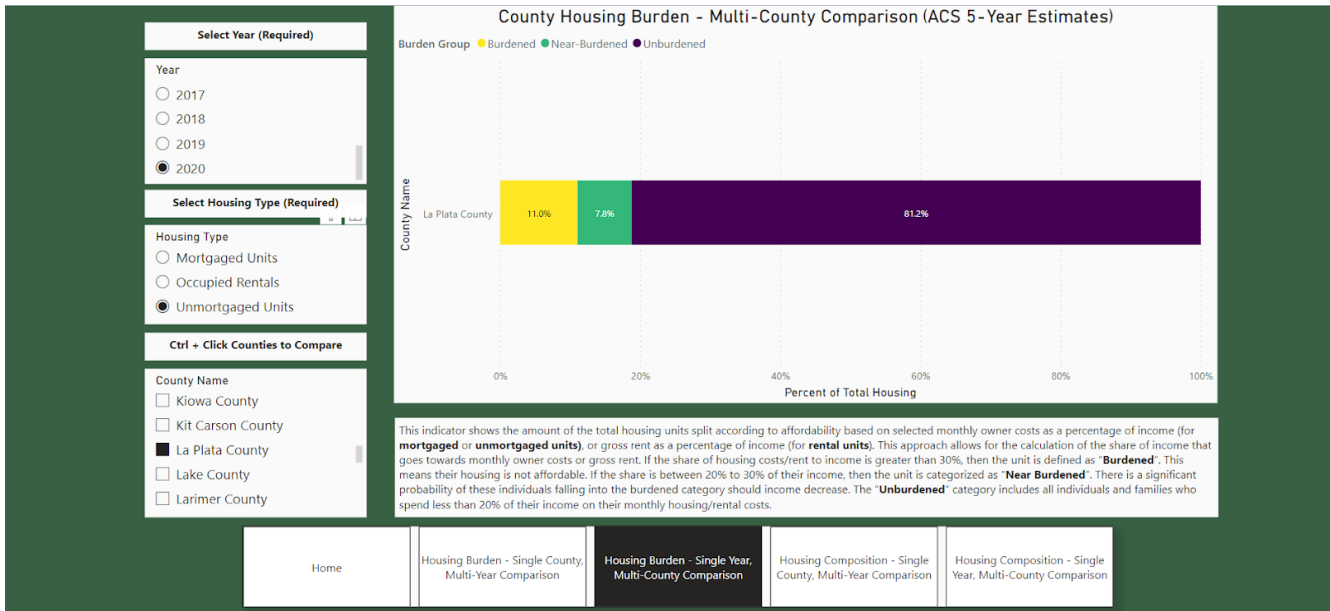
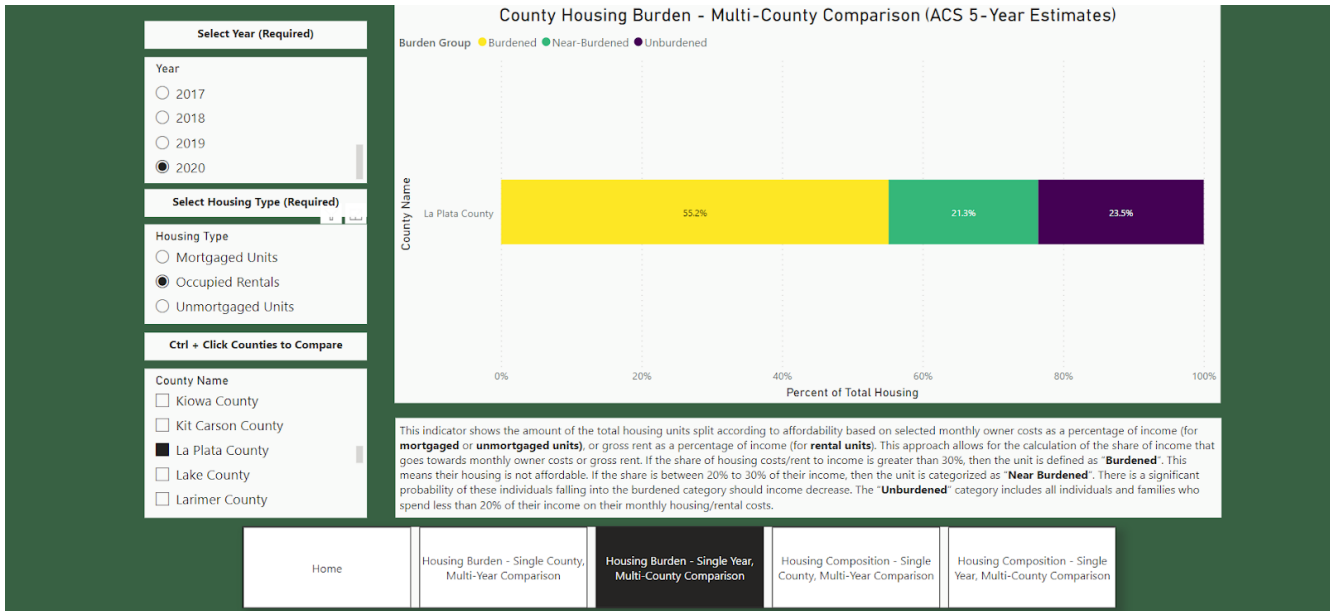
## Section G – Discussion/Updates

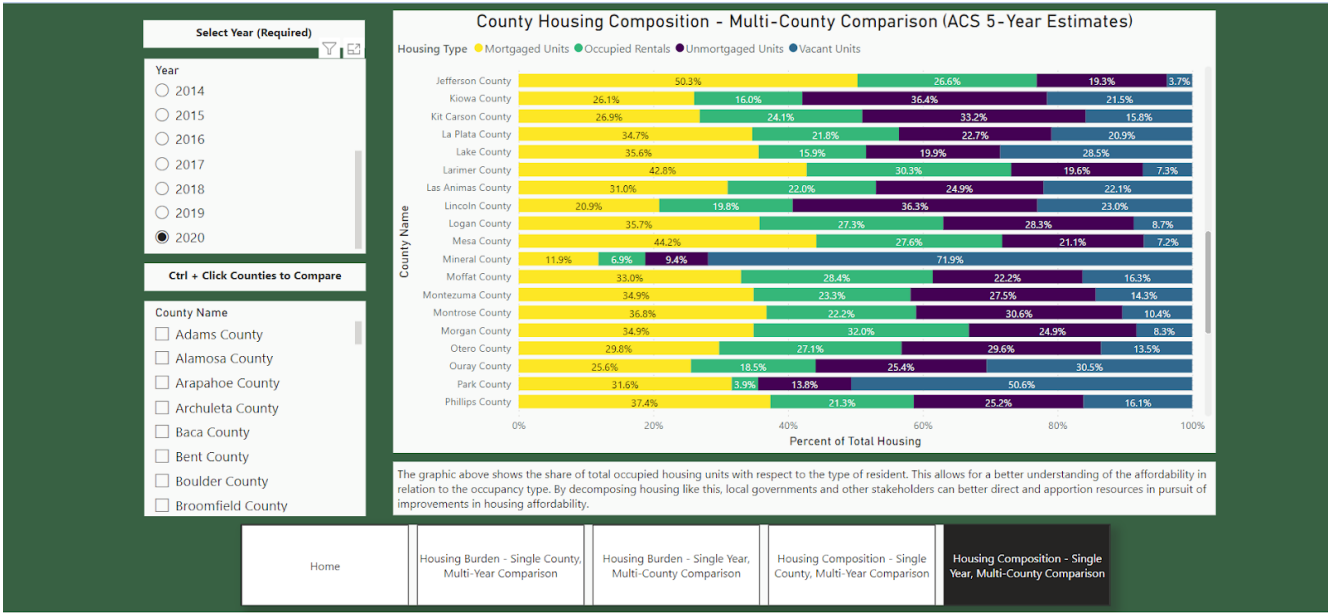
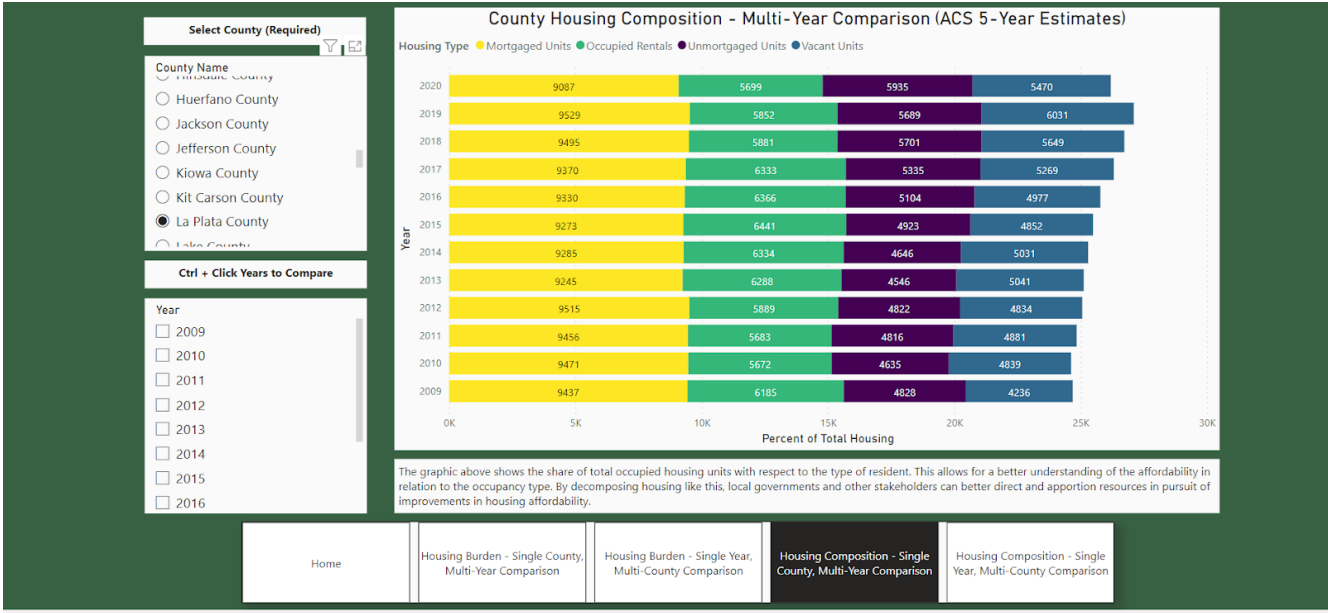
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10/25/2022

LA PLATA COUNTY AREA LOCAL GOVERNMENT HOUSING RELATED GRANTS/STATUS

JURISDICTION	GRANT NAME	PROJECT/SUMMARY	AMOUNT REQUESTED	DATE	AMOUNT GRANTED	DATE
Bayfield	HB21-1271	Cinnamon Heights - Infrastructure for 30 to-be Deed Restricted Townhome units. Lots owned by Town of Bayfield. Start 2023	\$ 2,872,701.00	8/26/2022		11/29/2022 Pre-App mtg.
	HB21-1271	Best Western LIHTC conversion/new construction - Fee waivers for 120 units of 30% to 60% AMI rentals. Start 2023	\$ 1,553,000.00	9/1/2022		11/17/2022 Pre-App mtg.
Durango	HB21-1271	Three Springs - extending Wilson Gulch Road 3,700 lineal feet to open up Village 2 Start upon award - weather permitting	\$ 3,000,000.00	9/1/2022		
	HB21-1271	238 E. Village - 6 for-sale townhome units deed restricted for local workforce employees at or below 140% AMI. Start upon award	\$ 680,000.00	9/1/2022		
	HB21-1271	Ft. Lewis College - grant for fee waivers, development and down payment assistance for student rental and faculty rental and for sale product Start upon award	\$ 500,000.00	9/1/2022		
	HB21-1117	Planning Grant Program (IHOP) for housing feasibility study for rental and homeownership pertaining to City's inclusionary zoning	\$ 120,000.00	10/5/2022		
Ignacio	Congressionally Direct Funding 2021 Request	Best Western (4% LIHTC project) HUD Grant Award	\$ 9,000,000.00	11/1/2021	\$ 3,000,000.00	10/4/2022
	HB21-1271	Rock Creek Infrastructure (requested increase to \$1M)	\$400,000	9/1/2022		11/21/2022 Pre-App mtg.
	HB21-1271	Ignacio South Development Plan	TBD			
	CHFA TA	Rock Creek Design and Infrastructure Work underway with 1/31/2023 completion				
	La Plata County	Westside Mobile Home Park - money for infrastructure and unit upgrades	\$ 3,000,000.00	9/1/2022		
La Plata County	HB21-1271	La Posta Road - infrastructure improvements Start next construction season	\$ 3,000,000.00	9/1/2022		
	HB21-1271	Revolving Loan Fund - request for additional money to supplement existing revolving loan fund Start upon award	\$ 3,000,000.00	9/1/2022		



## Section H – Presentation(s)

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## Section I – Member Updates

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