

# Estes Park Housing Authority

## July 3, 2023 Meeting Agenda

### Meeting Information:

**Date:** Monday July 3, 2023

**Time:** 10:00 AM

**Location:** Virtual

Meeting Link: [meet.google.com/jpc-swfc-ukx](https://meet.google.com/jpc-swfc-ukx)

Phone Numbers

(US)+1 720-465-2118

PIN: 591 094 013#

### Attendees:

EPHA Board Members and Staff

### Preparation:

The following documents will be provided prior to the meeting:

- Draft Intergovernmental Agreement between EPHA and ToEP

1. **Call to Order:** Blackhurst
2. **Intergovernmental Agreement with The Town of Estes Park**  
**Objective:** Discuss and approve 2<sup>nd</sup> Draft of IGA w/ToEP
  - a. Review IGA  
**Action Item:** Approve or Amend IGA with TOEP
3. **Adjourn**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ESTES PARK  
AND THE ESTES PARK HOUSING AUTHORITY REGARDING USE OF REVENUES  
GENERATED FROM LODGING TAXES LEVIED BY THE ESTES PARK LOCAL  
MARKETING DISTRICT FOR WORKFORCE HOUSING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is effective this \_\_\_ day of \_\_\_\_\_, 2023, by and between the ESTES PARK HOUSING AUTHORITY (“EPHA”) and the TOWN OF ESTES PARK (“Town”), a Colorado municipal corporation.

**RECITALS**

- A. The Estes Park Housing Authority was formed by the Town of Estes Park on April 7, 1993 through Resolution 15-93, and is organized under part 2 of article 4 of title 29, Colorado Revised Statutes.
- B. EPHA’S mission statement is: “In order to create a balanced and sustainable community, the Estes Park Housing Authority creates and facilitates housing opportunities and services for persons of low to moderate income households.”
- C. EPHA, having been formed by the Town, is charged to investigate, research and monitor on an ongoing basis the local housing market conditions, needs and gaps, and to make recommendations, offer solutions and address housing deficiencies as they arise in order to meet the housing needs of the Estes Park community. The EPHA develops and manages housing projects and programs for the residents of the Estes Park School District R-3.
- D. The Town has provided continual financial and administrative support to assist EPHA in providing affordable housing services to area residents.
- E. The Estes Park Local Marketing District (District) is a local marketing district organized under article 25 of title 29 of the Colorado Revised Statutes. As such, with voter approval, it has authority to levy a lodging tax within its boundaries for the purposes of funding housing and childcare for the tourism-related workforce, including seasonal workers, and for other workers in the community. §§ 29-25-111(1)(e)(I)(D), -112(1)(a), C.R.S.
- F. At the November 8, 2022 general election, the electors of the District approved such a tax for the purpose of funding, in part, the construction or

purchase of workforce housing, the purchase of land to provide sites for workforce housing, and development and operation of programs to support workforce access to affordable housing, as well as certain purposes related to childcare. The ballot question provided that these funds will be collected by the District and transferred to the Town for expenditure or investment.

- G. The District is required by statute to receive the approval of the Town and Larimer County of its annual operating plan (“Operating Plan”) for the expenditure of revenues it collects as part of its lodging tax. The Operating Plan is intended to note the tax revenues to be transferred to the Town under the approved ballot measure.
- H. The Town and Larimer County have an intergovernmental agreement defining their respective roles with regard to the operation of the District. The most recent version was entered on January 1, 2019. It was amended on January 1, 2023 to provide for annual development of a workforce housing and childcare funding plan (“Funding Plan”) by the Town, to be reviewed and approved by the County. The Funding Plan references the estimated lodging tax revenues for workforce housing and childcare purposes as described in the Operating Plan, and provides a brief and broad overview of how the Town plans to use the funds to address workforce housing and childcare needs. Once approved, the Town may spend the funds in a way that conforms to the Funding Plan so far as practical.
- I. The Town desires to transfer the lodging tax revenues earmarked for workforce housing in the Funding Plan to EPHA for their ultimate expenditure, in a manner consistent with further allocations and limitations as may appear in the Funding Plan. This MOU is intended to set forth EPHA’s responsibilities in receiving and spending these funds.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND MUTUAL PROMISES CONTAINED HEREIN, THE TOWN AND EPHA AGREE AS FOLLOWS:

1. The Town intends that the Funding Plan will allocate lodging tax revenues between workforce housing purposes and childcare purposes. For some or all funds allocated to workforce housing purposes, the Town intends to transfer the funds directly to EPHA. EPHA shall receive these transferred funds and may hold them or expend them. Unless prohibited by the Funding Plan, EPHA may hold the funds

in reserve for future years if not spent within the time period covered by the Funding Plan.

2. The Funding Plan may further allocate housing revenues for specific programs and purposes. EPHA's expenditure of these funds shall conform to the Funding Plan and any amendments thereto.
3. For funds earmarked by the Funding Plan as being for the acquisition, renovation, or maintenance of property, or administrative costs of managing the same, EPHA may use the funds on its own properties or on the Town's properties as it sees fit.
4. For other funds, such as funds which may be distributed to recipients and property owners as part of a program to support workforce housing, EPHA shall not make expenditures until it presents the program of expenditures to the Town Board of Trustees. If the Board of Trustees disapproves by motion or resolution of any such program or aspects thereof, EPHA shall not make the disapproved expenditures unless and until the Board of Trustees formally accepts the program, as modified if necessary.
5. The Board of Trustees may designate a liaison from among its members to the EPHA's governing board, to participate in a non-voting, ex-officio capacity. Town staff may also attend EPHA board meetings. EPHA shall notify the Town and any designated liaison of upcoming board meetings in the same manner it typically notifies its own board members.
6. EPHA shall conduct all audits it is required to conduct by law, contract, or generally accepted accounting principles, and shall report to the Town the findings thereof promptly upon their conclusion. EPHA shall also provide existing financial records within three business days of a request by the Town.
7. If the Town determines that EPHA is using some or all of the funds described in this MOU in an irresponsible manner, and upon the Town's request, EPHA shall promptly return to the Town the unspent portion of these funds that have not already been obligated by contract to another entity.
8. The financial obligations of the parties to this MOU shall be contingent on budgeting, appropriation, and specific availability of funds, to the extent that to require otherwise would be contrary to law.

9. Should there be any ambiguity in the Funding Plan, Operating Plan, intergovernmental agreement, ballot language, or statute as to how the funds transferred to EPHA may be used, or the Town and EPHA disagree on any interpretation, the Town's interpretation shall control and EPHA shall conform its expenditures to the Town's interpretation. If EPHA requests, the Town shall provide this interpretation in writing, acting by and through the Town Administrator.

10. Any notice required or permitted by this MOU will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

Estes Park Housing Authority  
Attn: Executive Director  
P O Box 1200  
Estes Park, CO 80517

Town of Estes Park  
Attn: Town Administrator  
P O Box 1200  
Estes Park, CO 80517

11. Term. The term of this MOU is indefinite. It may be terminated by either party upon one year's notice, except that its terms shall survive with respect to any funds transferred to EPHA as described above prior to its termination.

12. Entire Agreement. This MOU embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this MOU supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. This MOU may not be modified or amended except by written agreement of the parties.

13. Governmental Immunity. The Parties understand and agree that each party is relying on and does not waive, by any provision of this MOU, the monetary limitations, terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., as from time to time amended, or otherwise available to the Parties or any of their officers, agents or employees.

14. Performance at EPHA's Expense. EPHA shall supply all personnel, buildings, equipment and materials at EPHA's sole expense.

15. Provisions Construed as to Fair Meaning. Any tribunal enforcing this MOU shall construe it as to its fair meaning, and not for or against any party based on attribution to either party of the language in question.

- 16. Compliance with Ordinances and Regulations. EPHA shall perform all obligations under this MOU in strict compliance with all applicable federal, state, and local laws, rules, statutes, ordinances, and regulations.
- 17. Financial Obligations of Town. This MOU does not obligate the Town to transfer any funds received from the District to EPHA. The Town's transfers under this agreement are contingent upon appropriation, budgeting, and availability of specific funds. Nothing in this MOU constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of the Town's credit, or a payment guarantee by the Town to EPHA.
- 18. Reliability of Reports. EPHA represents that all information EPHA has provided or will provide to the Town is true and correct and the Town can rely on that information in modifying or making payments, or taking any other action concerning this MOU. Any intentional, false or misleading material information or omission is just cause for the Town to terminate this MOU and to pursue any other available remedy.
- 19. Waiver. No waiver of any breach or default under this MOU shall be a waiver of any other breach or default.
- 20. Severability. Invalidation of any specific provisions of this MOU shall not affect the validity of any other provision of this MOU.
- 21. Counterpart Signatures. This MOU shall become effective only when the Town receives one or more copies duly signed by all parties. Parties may sign separate duplicates of this MOU. So long as all parties sign, the signed duplicates shall constitute one MOU, and the MOU shall be effective as to all parties.

ESTES PARK HOUSING AUTHORITY

TOWN OF ESTES PARK

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

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

ATTEST:

\_\_\_\_\_

Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

DRAFT