

**Town of Basalt, Colorado
Resolution No. 04
Series of 2020**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BASALT,
COLORADO, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING (MOU) ESTABLISHING AND APPROVING BASALT AS A
MEMBER OF THE GREATER ROARING FORK HOUSING COALITION**

RECITALS

A. The Town of Basalt has been part of the Regional Housing Task Force that has been meeting to take a regional approach to addressing the affordable housing issue in the Greater Roaring Fork Valley.

B. The Regional Housing Task Force has recommended formulating a formal coalition of regional partners to promote regional collaboration, serve as a resource, to assist members in development of affordable housing policy, leverage grant opportunities and strategies, and promote public/private partnerships, and other actions addressing affordable housing in the greater Roaring Fork Valley.

C. The Regional Housing Task Force has drafted a Regional Housing Coalition Memorandum of Understanding (MOU) to form the Greater Roaring Fork Housing Coalition ("Coalition").

D. The Basalt Affordable Community Housing (BACH) Commission reviewed the MOU and recommended that the Town Council approve the MOU making the Town a member of Coalition.

E. The Town has included \$10,000 in 2020 budget to put toward membership dues to be part of the Coalition as the Town's initial share toward the hiring of a director or consultant to further the Coalition's work program.

F. The Council finds and determines that the attached memorandum of understanding serves the public welfare and is in the interest of the Town.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO, THAT:

1. The Mayor and Town Clerk are authorized to execute and deliver the Memorandum of Understanding attached hereto as Exhibit "A" subject to changes

authorized by the Town Manager reasonably necessary to carry out the intent of the MOU.

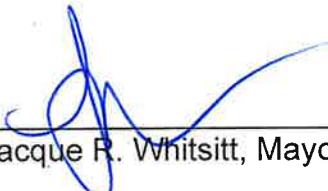
2. The officers and employees of the Town are hereby authorized and directed to take all necessary actions appropriate to effectuate the provisions.

3. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

4. This Resolution shall take effect immediately upon its passage.

ADOPTED AND APPROVED this 10th day of March, 2020, by a vote of 6 to 0.

TOWN OF BASALT, COLORADO

By  _____
Jacquie R. Whitsitt, Mayor

ATTEST:

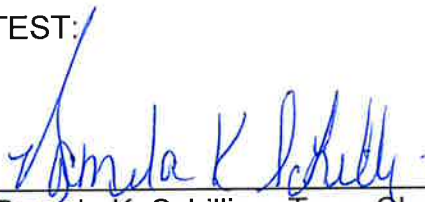
By  _____
Pamela K. Schilling, Town Clerk



Exhibit "A"

DRAFT 01/22/2020

MEMORANDUM OF UNDERSTANDING GREATER ROARING FORK HOUSING COALITION

THIS MEMORANDUM OF UNDERSTANDING is entered into as of the Effective Date defined below by and among the Boards of County Commissioners of the Counties of Garfield, Eagle and Pitkin, Colorado; The Cities of Glenwood Springs, Colorado, Rifle, Colorado and Aspen, Colorado; the Towns of Basalt, Carbondale, Snowmass Village, Silt, Parachute and New Castle, Colorado; the Aspen Pitkin County Housing Authority, the Garfield County Housing Authority and the Eagle County Housing Authority; individually a "Member" and collectively, the "Members".

RECITALS

- A. The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. Section 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.
- B. Recognizing that the communities of the Roaring Fork Valley and portions of the Colorado River Valley are integrated through a mobile workforce serving multiple employers, institutions and interests, and acknowledging the benefits of working together to address the challenges facing residents, employers and local governments, the Members desire to create an informal but effective vehicle to promote regional collaboration and cooperation on matters relating to affordable housing, primarily for the region's workforce but also for seniors and those in need.
- C. According to the Greater Roaring Fork Regional Housing Study,
 - a. Overspending on housing, or housing cost burden, costs the region \$54 million per year in lost economic activity.
 - b. The region has a 2,100-unit shortfall in housing for households at 60 percent of area median income (AMI) and less, and a 1,900-unit shortfall for households between 100 and 160 percent AMI, what is called the "missing middle".
 - c. More than 26,000 workers out of 47,000 employed residents in the Greater Roaring Fork Regional Study Area cross paths in their daily commute versus just 19,000 employed residents who live where they work. This cross-commuting impacts roads, quality of life, economic output, and the environment.
 - d. Non-local property ownership and Short-Term Rentals (STRs) put undue pressure on the housing market's prices, which impacts the local workforce and the permanent resident population.
 - e. Optimally located housing supply supports resident and workforce mobility, productivity, which contributes to a higher quality of life and stronger economy.

NOW THEREFORE, the Members mutually agree as follows:

1. Establishment of Coalition. The Members hereby establish an informal organization to be known as the “Greater Roaring Fork Housing Coalition” (the “Coalition”).

2. Purpose/Mission.

- a. To promote regional collaboration and cooperation among the Members in order to effectively address the needs of working residents, seniors, and other demographic groups identified by the Members as in need of affordable housing.
- b. To serve as a resource for the Members, affordable housing providers and employers by researching and providing information regarding successful affordable housing programs, financing and grant opportunities and strategies, public/private development opportunities, state and federal legislation and programs relating to affordable housing, and other topics as determined by the Board of Directors.
- c. To leverage the Roaring Fork Valley Regional Study to develop and organize a strategy to disseminate critical information from that study to educate the Member communities regarding the need for affordable housing.
- d. To assist the Members in the development of affordable housing policies. To research, organize and promote public/private partnerships to develop affordable housing.

3. Guiding Principles. In pursuing its mission, the Coalition shall respect the housing policies and objectives of each Member and will promote affordable housing development criteria which require that new housing projects will, to the greatest extent possible, be transit oriented, minimize impacts on neighboring properties, contain an appropriate mix of unit types, and contain units that will be affordable to buyers and renters within as wide a range of incomes as possible. In all cases, development projects shall comply with the land use criteria and policies of the jurisdiction in which it is located.

4. Board of Directors. The activities of the Coalition shall be determined and approved by a Board of Directors. Each Member shall appoint one member to the Board. Each Board member shall serve a three-year term. Initial terms may be staggered. Each member of the Board shall have one vote on matters brought before the Board. A majority of Directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board.

5. Executive Director. The Board of Directors is authorized to hire or contract with an individual or consultant to serve as the Executive Director of the Coalition. The Executive Director shall supervise and implement the activities of the Coalition and carry out the directives of the Board of Directors. The Executive Director shall be appointed by a majority of the Board, shall report to the Board, and shall have his or her salary and compensation set by the Board.

6. Funding. The Members agree to collectively contribute \$100,000.00 as seed money in order to retain the services of a professional consultant to work with the Board of Directors to develop a detailed work program for the Coalition and a budget to fund that program. The work program will include an evaluation of the most equitable manner in which to allocate future operating costs among the Members taking into consideration the relative population and budgets of each Member and other matters deemed appropriate by the Board of Directors.

7. Termination - Additional Members. This Memorandum of Understanding may be terminated upon the approval of two-thirds of the Board of Directors. Any Member may withdraw from this Memorandum at any time by giving at least ninety (90) days written notice to the other Members. The Members acknowledge and agree that the communities of Eagle, Gypsum and Battlement Mesa must be approached and offered the opportunity to participate in and benefit from this Coalition as soon as possible. The Board shall develop and implement a plan to reach out to such communities, evaluate their interest in participation and, if appropriate, amend this Memorandum to add the communities that wish to join the Coalition.

8. General Provisions.

- a. The effective date of this Memorandum shall be date of the last party to sign.
- b. Entire Agreement. (language to be added)
- c. Counterparts. (language to be added)
- d. Notices. (language to be added)

Board of County Commissioners of Garfield County, Colorado

By: _____
_____, its _____

Date: _____

Board of County Commissioners of Eagle County, Colorado

By: _____
_____, its _____

Date: _____

Board of County Commissioners of Pitkin County, Colorado

By: _____
_____, its _____

Date: _____

City of Glenwood Springs, Colorado

By: _____
_____, its _____

Date: _____

City of Aspen, Colorado

By: _____
_____, its _____

Date: _____

City of Rifle, Colorado

By: _____
_____, its _____

Date: _____

Town of Basalt, Colorado

By: _____
_____, its _____

Date: _____

Town of Carbondale, Colorado

By: _____
_____, its _____

Date: _____

Town of Snowmass Village, Colorado

By: _____
_____, its _____

Date: _____

Town of New Castle, Colorado

By: _____
_____, its _____

Date: _____

Town of Silt, Colorado

By: _____
_____, its _____

Date: _____

Town of Parachute, Colorado

By: _____
_____, its _____

Date: _____

Aspen Pitkin County Housing Authority

By: _____
_____, its _____

Date: _____

Garfield County Housing Authority

By: _____
_____, its _____

Date: _____

Eagle County Housing Authority

By: _____
_____, its _____

Date: _____