



Town of Silverton

SILVERTON HOUSING AUTHORITY & REGULAR MEETING – Silverton Board of Trustees
Silverton Town Hall – January 8, 2024
Call to Order & Roll Call –Housing Authority @ 6:00pm & Regular Meeting @7:00pm

ATTENTION: The Town of Silverton Trustee meetings are being conducted in a hybrid virtual/in-person. Instructions for public participation in Town Trustee meetings are as follows:

- Zoom Webinar Link: <https://us02web.zoom.us/j/88637487127>
- By Telephone: Dial 669-900-6833 and enter Webinar ID 886 3748 7127 when prompted.
- YouTube (live and recorded for later viewing, does not support public comment):
www.youtube.com/channel/UCmJgal9lUXK5TZahHugprpQ

If you would like to make a public comment during a specific Agenda Item, please submit a request to the Town Administrator at gkaasch-buerger@silverton.co.us

MEETING PROTOCOLS: Please turn off cell phones; be respectful and take personal conversations into the lobby. The public is invited to attend all regular meetings and work sessions of the Board of Trustees. Please be advised, public comment will not be taken during the work session meetings. Closing Public Comment must be related to an agenda item.

Silverton Housing Authority @ 6:00pm

1. Roll Call
2. Public Comment
3. Approval of 11.27.23 Minutes
4. Continued Business
 - a. Community Builders Workshop Planning
5. Directors Report
6. New Business
 - a. Letter of Support for DOLA's Capacity Building Grant
 - b. IGA between the Town of Silverton and the Silverton Housing Authority for the purposes of sharing staff

Regular Meeting @ 7:00pm

- 1) Staff and/or Board Revisions to Agenda
- 2) Public Comment - *Comments must be limited to three (3) minutes in duration.*
- 3) Presentations/Proclamations
 - a) Wetland Story Map and Presentation by Ironwood Consultants
- 4) New Business
 - a) Sewer Collection System Rehabilitation USDA Loan Resolution
 - b) Dump Truck Financing
 - c) Marijuana Tax Ballot Issue Discussion
 - d) HRC Recommendation to remove Builders Handbook reference from AROD Ordinance
- 5) Approval of Consent Agenda Items
 - a) Payroll 12.1, 12.10, 12.24



Town of Silverton

- b) Meeting Minutes 11.27, 12.4, 12.11
 - c) Accounts Payable
 - d) Sales Tax October 2023
 - 6) Staff Reports
 - a) Election Memo
 - b) Master Grant Tracker
 - c) Kendall Vendor Update
 - 7) Committee/Board Reports
 - a) Historic Review Committee 12.20
 - b) Silverton Housing Authority 1.3
 - 8) Trustee Reports
 - 9) Continued Business
 - a) Sheriff Budget Memo
 - b) Wind Phone at the Cemetery
 - c) Resolution 2023-19 A Resolution appropriating all lodging and camping fees collected in accordance with Chapter 4, section 7 (60), of the Town of Silverton code to specific expenses in the 2024 budget related to municipal services and infrastructure.
 - d) *PUBLIC HEARING*: 2nd Reading of ORDINANCE 2023-11 AN Ordinance Amending Chapter 16, Article 2, Division 4, Of the Municipal Code of The Town of Silverton Colorado, By Amending the Historic Review Committee
 - 10) Public Comment
- Adjourn**

Up-coming Meeting Dates:

- 01.10 @6pm Code Rewrite Learning Session
- 01.16 @9am Finance Committee Meeting
- 01.17 @5pm Historic Review Committee Work Session
- 01.18 @3pm Library Board Meeting
- 01.22 @7pm Regular Trustee Meeting

End of Agenda

SILVERTON HOUSING AUTHORITY – Silverton Board of Trustees
Silverton Town Hall – Monday, November 27, 2023
Call to Order & Roll Call –Silverton Housing Authority 6:00pm

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Present: Trustee Edwards, Trustee Kranker, Trustee Harper, Trustee Bierma, Trustee George, Mayor Pro Tem Barney, Mayor Fuhrman, Beth Kramer, Anne Chase

Absent:

Staff: Administrator Kaasch-Buerger, Clerk Melina Marks

Silverton Housing Authority @6:00pm

1. Adopt Meeting and Agenda Protocols
 - Administrator Kaasch-Buerger opened the discussion surrounding meeting protocol and asked the members of the authority their thoughts on accepting public comment.
 - The members of the authority approved allowing public comments.
 - Administrator Kaasch-Buerger asked the authority about agenda layout.
 - Mayor Pro Tem Barney asked how long meetings are expected to take.
 - Administrator Kaasch-Buerger said it depends on the topics of discussion.
 - Administrator Kaasch-Buerger stated that there needs to be one regular meeting every year, then after it is as needed.
2. Approve 10.9.23 Minutes.

Mayor Pro Tem Barney moved, and Trustee Bierma seconded to approve the 10.9.23 meeting minutes. Passed unanimously with roll call.

3. Building Better Places Grant Opportunity
 - Anne Chase provided background on this topic and said that the training for Building Better Places will take place in Glenwood Springs.
 - Trustee Kranker expressed support.
 - Administrator Kaasch-Buerger said that either Trustee George or Trustee Harper would need to attend alongside staff.
 - Trustee George expressed interest.
 - Mayor Pro Tem Barney asked about the cost.

- Administrator Kaasch-Buerger stated that they ask for \$1,200 for all attending, but everything else is paid for.
- Mayor Pro Tem Barney asked about the goal of the training session.
- Anne Chase said it would act as a work session with a strategic plan as the outcome.

Trustee Bierma moved, and Trustee George seconded to approve to submit the SHA application for Building Better Places Training with Community Builders. Passed unanimously with roll call.

4. Local Planning Capacity Grant Opportunity

- Beth Kramer provided background information on this topic.
- Trustee Kranker asked how confident we are in making this commitment.
- Beth suggested moving forward with the letter of interest and knowing before a final commitment is made.
- Beth stated that she has a letter/application that she could send over.
- The authority gave staff directions to move forward.

5. More Housing Now Grant Opportunity

- Anne Chase provided background information on this topic.
- Beth Kramer clarified where these apartments would be located.
- Beth stated that this Grant will help to move forward in some capacity, site readiness will need to be complete. Then go forward with an FRP.
- Mayor Pro Tem Barney asked if this would take away funding from other opportunities.
- Beth stated that it would not take away from the town homes, but it is another project that is important to move forward with. Now that there is a housing authority, this apartment complex would provide those rental units that the housing authority would own and manage.
- Trustee George asked if they would need an agreement from the county.
- Beth said she believed so since its part of the lodging tax.
- Anne Chase spoke about the financial capacity of the authority.
- Trustee Edwards expressed support.
- Trustee Harper expressed support for moving forward.
- Mayor Pro Tem Barney expressed support.
- Trustee Kranker expressed support.
- The authority gave staff direction to request funding from the county.

6. San Juan Development Association Affordable Housing Lottery Update

- Anne Chase provided an update on this topic.
- Two of the homes will be completed by next fall and the third will be completed in the fall of 2025.
- Anne stated the requirements to enter the housing lottery.
- There will be a community night tomorrow night at the school to provide the community information regarding the process.
- Mayor Fuhrman expressed excitement, however mentioned that he clicked through the process to assess its level of difficulty and made some suggestions for improvement – perhaps the inclusion of an FAQ or more specific information regarding income to help people see if they are eligible based on income.
- Anne responded that she did appreciate the feedback. This lottery and application was designed to be adapted by the housing authority in the future so there could be a check list created.
- Mayor Fuhrman asked if there are local lenders and if their contact information can be included in the application process.

- Anne said that there is a link to these local lenders on the website.
- Trustee Kranker expressed support.
- Trustee Kranker asked about remote workers' ability to enter the lottery, and if their entries would be two since they qualify with the AMI by applying and they also live in San Juan County for at least two years.
- Anne provided some clarification and noticed that she provided an older version of the document to the authority than what is updated on the website.
- Mayor Pro Tem Barney made a comment regarding longevity of affordability even as these houses turn over in years to come.
- Beth Kramer clarified that there is a 30-year deed restriction which is what keeps the homes affordable – once the 30 years is up, houses go to market value.
- Mayor Pro Tem Barney asked how income is being recorded.
- Anne said there is an Excel spreadsheet "income calculator" and further explained the process as applicants are approved.
- Once applicants are approved and secured to buy the home, then San Juan Development would need to verify their income to make sure they are following the deed restrictions.
- Administrator Kaasch-Buerger stated that the next Housing Authority meeting will be on January 8, 2024.

Meeting adjourned at 6:56 PM

MEMO: DOLA Substantial Technical Assistance Opportunity for the Silverton Housing Authority

DATE: 1/8/2024

CONTACT: Anne Chase

Overview:

Under DOLA's Housing Toolkit program, technical assistance will be provided to local governments to promote the development of innovative affordable housing strategies. This assistance will enable local governments to achieve an understanding of the housing needs of their communities, including the equity impacts of their land use policies and regulations, take steps to engage their entire communities in this process, make changes to their land use codes and related processes that provide incentives and reduce barriers to the development of affordable housing, obtain and support viable sites in their communities for the development of affordable housing, and attract developers committed to making such investments in their communities.

The Substantial Technical Assistance will be a multi-month project focusing on the following as they relate to affordable housing: program, policy, initiative, development, process, etc... It is understood that the consultant will be part of Community Builders.

The application's first round closed in December 2023. Community Builders has alerted staff that the next round of applications will open in Spring 2024, shortly after the Building Better Places training. Community Builders recommends developing a strategic plan for the Silverton Housing Authority during the Building Better Places training and identifying a project that could utilize technical assistance from DOLA.

Next Steps:

During the Building Better Places training in March, the participating team will work with Community Builders to identify a project to apply for DOLA's Housing Toolkit Substantial Technical Assistance. If a project is identified as a good fit for the TA opportunity, staff will bring the TA application to the board for review.

Silverton Housing Authority
1360 Greene Street
Silverton, CO 81433

JANUARY 8, 2024

Department of Local Affairs – Colorado
1313 N Sherman Street
Denver, CO 80203

Dear Colorado Department of Local Affairs,

The Board of Directors of the Silverton Housing Authority encourages your consideration of the Town of Silverton's application for DOLA's Local Planning Capacity grant.

The Town of Silverton has diligently assessed the housing needs and opportunities and has designated affordable housing a top priority in Silverton. Through the help of this grant, we anticipate that an augmentation of the Town's staff capacity will have a transformative impact on its ability to effectively plan and develop affordable housing initiatives.

Moreover, Silverton's Prop 123 Commitment has added a layer of responsibility to the Town's Planning Department. The increased demand requires a commensurate increase in the department's resources and capabilities. Therefore, the Silverton Housing Authority is eager to collaborate closely with the Town to ensure the goals outlined in Silverton's Prop 123 commitment are not only met but exceeded.

Your favorable consideration of the Town of Silverton's application for the Local Planning Capacity grant will undoubtedly contribute to the advancement of our affordable housing goals.

Thank you for your attention and consideration.

Signed this ____ day of January, 2024:

Shane Fuhrman, Silverton Housing Authority Chair

Silverton Housing Authority
Coordinator's Report
01/08/2024

1. Old Business
 - a. See Grant Updates
 - b. SJDA Anvil Housing Lottery Complete
 - c. 12/15/2023 San Juan County Commissioners confirmed providing local cash match for the More Housing Now Grant from the Affordable Housing fund.
2. New Business
 - a. Department of Housing Technical Assistance applications will open in the spring/early summer. Community Builders recommend SHA's application.
3. Activities
 - a. Beth Kremer represented the Town of Silverton at the BOCC meeting on 12/15/23.
 - b. SJDA hosted a HomesFund Home Ownership Class at the Grand Imperial Co-Working space on 12/16/23.
 - c. Kick-off call with Community Builders J.J. Folsom and Brooke Murphy for the Building Better Places Training 12/20/23.
 - d. Completion of SJDA Anvil Housing Lottery 12/21/23.
 - e. Meeting with Robyn DiFalco – DOLA about Local Planning Capacity Grant application 12/22/23.
 - f. Staff Housing Meeting 1/4/24.
 - g. Completed Zaroni / IHOI Grant Quarterly Update 1/4/24
4. Projects
 - a. Grant Updates
 - i. Community Builder's Building Better Places Training March 6-8th Glenwood **APPROVED**. Team meeting with Community Builders to be scheduled for the end of January.
 - ii. DOLA Local Planning Capacity Grant Letter of Interest **accepted**, SHA invited to apply.
 - b. Grants Submitted
 - i. EIAF More Housing Now & Land Use (via Town of Silverton) on 12/10/23.
 - c. Grant Applications
 - i. DOLA Local Planning Capacity Grant. Application is due Feb. 15th.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF SILVERTON
AND THE HOUSING AUTHORITY FOR THE TOWN OF SILVERTON**

This Intergovernmental Agreement (“Agreement”) is entered into as of the Effective Date, defined below, by and among the Town of Silverton (“Town”) and the Housing Authority for the Town of Silverton (“Authority”), (collectively, the “Parties”) each of which is a political subdivision of the State of Colorado.

Recitals

WHEREAS, the Town of Silverton, in the County of San Juan and State of Colorado (the “Town”) is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Town of Silverton set forth the need for creating a local housing authority and made findings of fact relative to the need for a local housing authority in the Town of Silverton; and

WHEREAS, the Town of Silverton pursuant to Colorado Revised Statutes (C.R.S.) § 29-4-204, determined a need and established a local housing authority known as the Housing Authority for the Town of Silverton; and

WHEREAS, the Town of Silverton has experienced rapid growth over the last decade, and consequently, the demand for attainable and affordable housing has grown to exceed the available supply; and

WHEREAS, the business community, community members, public officials and others have expressed a concern that there is currently and will continue to be insufficient workforce housing for workers in the Town of Silverton; and

WHEREAS, a majority of towns within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to affect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional housing plan; and

WHEREAS, a local housing authority established pursuant to C.R.S. § 29-4-204 may be used by the local government to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide dwelling units for people with low or moderate income and attainable and affordable housing projects or programs for employees located within the jurisdiction of the authority; and

NOW THEREFORE, the parties desire to enter this Agreement and hereby mutually agree as follows:

ARTICLE I
Purpose

It is the purpose of the Authority to affect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in order to provide dwelling accommodations at rental prices or purchase prices within the means of households of low or moderate incomes, and to provide attainable and affordable housing projects or programs for employees of employers located within the jurisdictional boundaries of the Authority.

ARTICLE II
Boundaries

The boundaries of the Authority shall be the incorporated borders of the Town of Silverton.

ARTICLE III
Establishment and Organization of Governance

The Housing Authority for the Town of Silverton (“Authority”), shall be governed by the previously adopted Declaration of Authority and By-Laws as promulgated by the Town Board of Trustees

ARTICLE IV
Revenue and Funding

(a) Sources of Revenue. The possible sources of revenue for the Authority may include, but are not limited to, the following:

1. Federal, state, local and private grants;
2. Fees associated with property management and/or deed restriction management;
3. Interest on interest-bearing accounts;
4. Proprietary revenue of the parties in accordance with this Agreement;
5. Sales and/or use taxes levied in accordance with this Agreement and other applicable law;
6. Ad valorem taxes levied in accordance with this Agreement and other applicable law;
7. Private donations;
8. Development impact fees imposed in accordance with this Agreement and other applicable law; and
9. Revenue or general obligation bonds issued in accordance with applicable law.

(b) Funding. The Town employs a full-time Housing Coordinator subject to grant awards and appropriations in the General Fund.

ARTICLE V
Powers and Functions

(a) Powers. The use of any power and responsibility listed below shall be at the discretion of the Board of Directors. The following list is not exhaustive. It is the intent of the parties for the Authority to have and exercise all powers enumerated in C.R.S. 29-4-209. The general powers of the Authority include but are not limited to the following:

1. To plan, finance, acquire, construct, reconstruct, manage, and operate housing for households located within the jurisdiction of the Authority, in particular, low- to moderate-income households;
2. To plan, finance, acquire, construct, reconstruct, manage and operate housing programs for employees of employers located within the jurisdiction of the Authority;
3. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;
4. To employ agents and employees;
5. To cooperate with state and federal governments concerning the financing of housing projects and programs;
6. To acquire, hold, lease, (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
7. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, however, that the use of the condemnation by the Authority shall occur with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;
8. To incur debts, liabilities, or obligations;
9. To sue and be sued in its own name;
10. To have and use a corporate seal;
11. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
12. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;
13. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;
14. To perform any act and things authorized by C.R.S. § 29-4-204, as may be amended from time to time, under, through, or by means of an agent or by contracts with any person, firm, or corporation;
15. To issue revenue or general obligation bonds according to state law;
16. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or of the regulations of the Town. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation or any combination of the foregoing, of housing projects or programs as authorized C.R.S. § 29-4-204, as may be amended from time to time.

17. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

(b) Functions. The functions, duties, and emphasis for the Authority as listed herein do not necessarily constitute a complete list; the Board of Directors may choose to work in other functional areas supportive of affordable and workforce housing. Likewise, the list is not intended to suggest that all the functions should be a part of the initial strategic administrative plan for the Authority; the type and number of functions will depend upon the direction of the Board of Directors and the capacity of the Authority to engage in particular areas of work.

1. Permanent staff/services, with some work to be contracted;
2. Provide homeownership and rental assistance programs;
3. Administer CDBG and HOME funding, if applicable;
4. Identify properties that can be developed or redeveloped for affordable and/or workforce housing;
5. Issue double tax-exempt bonds for affordable housing;
6. Create public/private partnerships, including but not limited to, assisting private developers and non-profits in packaging deals and group funding for a variety of resources;
7. Conduct housing habitability inspections for Rental Deposit Guarantee Program or other housing programs;
8. Facilitate education regarding Fair Housing Law and other regulations; and
9. Implement measures for privately held deed restricted properties, such as: qualifying buyers and renters for affordable units; marketing available properties; setting affordable prices for new and resale properties; setting up and implementing lottery process; answering inquiries about available affordable units; setting maximum initial and resale prices; and keeping a current list of available properties and who to contact.

Article VI Status as a Separate Entity and Political Subdivision

The Authority shall be a political subdivision and a public corporation of the state, a governmental authority separate from the Town, and shall be a validly created and existing political subdivision and public corporation of the state. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided by law. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Town.

ARTICLE VII Insurance

The Authority shall purchase and maintain at all times an adequate policy of public entity

liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent but in the event the Authority hires employees the Authority shall secure and maintain, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law and automobile liability insurance that meets the requirements of C.R.S. § 24-10-115(1). The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE VIII Provisions

- (a) Term. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.
- (b) Amendment. This Agreement may be modified or amended only by action of the Town.
- (c) Termination. This Agreement may be rescinded or terminated by the approval of the majority of the full Board of Trustees. In the event of the rescission or termination of this Agreement and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Town subject to any outstanding liens, mortgages, or other pledges of such General Assets. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.
- (d) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein or effective funding agreement, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this Agreement. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein or effective funding agreement for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.
- (e) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state, and local statutes, charter provisions, ordinances, rules, regulations, and standards as are in effect at the time this agreement is executed.
- (f) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

- (g) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the San Juan County District Court, State of Colorado.
- (h) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
- (i) No Waiver of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents, and employees are relying on, and do not waive or intend to waive by any provision in this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.
- (j) Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
- (k) No 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.
- (l) Notices. All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.
- (m) Interpretation. Subject only to the express limitation set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a Multijurisdictional Housing Authority pursuant to Colorado law; (b) to permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a Multijurisdictional Housing Authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

IN WITNESS WHEREOF, we have hereunto subscribed the Chair of the Silverton Housing Authority and the Mayor of the Town of Silverton, which is one of the same on this ____ day of January, 2024.

Shane Fuhrman, Chair of Silverton Housing Authority

Shane Fuhrman, Mayor