

1 BENEFICIARY AGREEMENT BY AND BETWEEN CITY OF GRAND JUNCTION, COLORADO,
2 AND HOUSING RESOURCES OF WESTERN COLORADO, FOR A \$400,000 AWARD FOR THE
3 ACQUISITION OF PROPERTY TO HELP ELIGIBLE HOUSEHOLDS ACHIEVE HOMEOWNERSHIP
4 WITHIN THE CITY LIMITS OF GRAND JUNCTION

5 THIS AGREEMENT (AGREEMENT) is made between the City of Grand Junction, a
6 Colorado Home Rule Municipality (CITY), and Housing Resources of Western Colorado,
7 (HRWC or BENEFICIARY).

8 Collectively the CITY and the BENEFICIARY may be referred to as the PARTIES.

9 RECITALS:

10 In September 2024, due to an urgent need for housing, Housing Resources of Western
11 Colorado submitted a formal proposal (PROPOSAL) to City Council, for up to \$500,000
12 for the acquisition of +/- 3 acres of land for the future development of affordable
13 homeownership units (PROJECT) for a minimum of 16 units for households at or below
14 120% AML. And, with the sale of units, the BENEFICIARY will convert the acquisition funds
15 into permanent downpayment assistance loans in an amount equal to the total funds
16 spread across the number of homes approved in the final subdivision plat per unit to
17 eligible buyers. The PROPOSAL is incorporated into this agreement and attached as
18 APPENDIX A.

19
20 The BENEFICIARY was selected for funding based on its demonstrated capacity, strong
21 performance history, and direct alignment to the use of funds to support
22 homeownership opportunities for low- and moderate- households.

23
24 Consistent with the City's annual budget process, as approved through Ordinance
25 5240, and utilizing one-time funding, the recommended award to the BENEFICIARY in
26 the amount of four hundred thousand dollars (\$400,000) is included in the 2025 budget
27 to support the acquisition of real property located 2647 F 1/2 Rd. as more fully
28 described in APPENDIX B (Property Legal Description).

29
30 The City Council found that those actions are consistent with the City's housing
31 production goals and ensures housing affordability for local families.

32
33 On March 4, 2026, the City Council of the CITY approved this AGREEMENT by
34 and with the adoption of Resolution 22-26 (RESOLUTION).

35 In consideration of the foregoing RECITALS and other good and valuable consideration
36 the sufficiency of which is acknowledged, both for the making and the enforcement of
37 this AGREEMENT, the BENEFICIARY and the CITY do agree to the terms of this
38 AGREEMENT for the use of the AWARD for the purposes of the PROPOSAL and as
39 otherwise required and provided in this AGREEMENT.

40 1. EFFECTIVE DATE AND TERM

41 This Agreement shall commence when executed by all PARTIES and remain in effect
42 until July 14 , 2056, (30 years) unless sooner terminated by the CITY in writing as
43 contained herein.

44 2. AWARD TO BE PAID TO BENEFICIARY

45 The CITY will pay the BENEIFICIARY in accordance with this AGREEMENT the sum of four
46 hundred thousand dollars (\$400,000) by wire transfer at the closing point of sale for the
47 property.

48 3. LIMITATIONS REGARDING THE USE OF THE AWARD

49 The BENEFICIARY shall ensure that the AWARD is expended in accordance with this
50 AGREEMENT and shall be only for the purposes described in the PROPOSAL and in this
51 AGREEMENT as follows:

- 52 A. The City will provide funds totaling \$400,000 to acquire the real property located
53 the 2647 F 1/2 Rd. for the development of the final number of homes
54 approved in the final subdivision plat
- 55 B. Housing Resources of Western Colorado will construct a minimum of 16 homes on
56 the lots. With the sale of every lot, the BENEFICIARY, will convert the acquisition funds
57 into downpayment assistance loans through Com Act Housing Corporation, a
58 subsidiary of HRWC, to eligible buyers equal to
59 \$400,000 total and spread across the number of homes approved in the final
60 subdivision plat. These use of these converted funds as downpayment assistance
61 loans shall be subject to the American Rescue Plan Act Beneficiary Agreement
62 executed by the City and Com Act Housing Corporation July 17, 2023 and
63 amended on April 4, 2024 attached as Appendix C. The amount of the individual
64 downpayment assistance loan to each buyer may vary so long as the total of all
65 loans equals or exceeds \$400,000.

66 4. REPORTING REQUIREMENTS

67 To ensure compliance with this AGREEMENT and the purposes of the PROPOSAL, for the
68 term of the agreement, the BENEFICIARY shall provide to the CITY an annual report
69 (REPORT) on the utilization of the PROPERTY and FUNDS for and in support of the
70 PROPOSAL and this AGREEMENT. The BENEFICIARY shall also provide, if requested, any
71 backup documentation as may be requested or required by the CITY. The REPORT must
72 include a written statement, signed by the BENEFICIARY, indicating that the use of the
73 PROPERTY and funds comports with the PROPOSAL and this AGREEMENT.

74 5. Covenants

75 The PROPERTY and/or Recaptured Funds shall for a period of no less than 30 years be
76 used by the BENEFICIARY or a CITY approved assignee of the BENEFICIARY with one or
77 more of the following affordable characteristics:

- 78 All households will have eligibility requirements for the use of funds and/or
79 purchase of units to households earning no more than 120% AML, or in

80 accordance with Proposition 123 guidelines or City of Grand Junction affordable
81 housing definitions as amended; as the same is determined through the program
82 eligibility certification process, as outlined in its Board-approved loan program
83 policies.

84 The REPORT shall further express that the BENEFICIARY, while maintaining ownership of
85 the PROPERTY, is maintaining the PROPERTY in a safe, sanitary, and habitable condition
86 and that the PROPERTY has not incurred, in the REPORT period, any structural defect(s),
87 building code violation(s) or life safety issue(s) rendering the PROPERTY or any portion
88 thereof to be unsafe or uninhabitable.

89 The BENEFICIARY shall provide the CITY evidence of Commercial General Liability
90 insurance with an insured amount of \$1,000,000 per occurrence and \$2,000,000
91 aggregate limits which will extend to vacant land and covers premise liability for those
92 properties.

93 To ensure that the PROPERTY is used for the purposes described in the PROPOSAL and
94 this AGREEMENT, the AGREEMENT or a memorandum thereof shall be recorded in the
95 Mesa County land title records until lots are transferred to individual homeowners. With
96 the point of sale of future lots, the funds shall be recaptured and utilized as a revolving
97 downpayment assistance program for future homeowners.

98 6. Event(s) of Default/Material Adverse Change

99 Event of Default/Material Adverse Change is(are): (a) change in the BENEFICIARY's
100 financial condition, operations, assets, liabilities, or business of the BENEFICIARY such
101 that its use of the PROPERTY does not fully comport with the PROPOSAL and this
102 AGREEMENT; or (b) the BENEFICIARY fails to perform its obligations arising out of or under
103 this AGREEMENT.

104 The BENEFICIARY may use proceeds derived from the sale/financing/refinancing of the
105 PROPERTY to convert to downpayment assistance funds to assist future homebuyers
106 with acquisition of affordable housing units.

107 In the event of any Default/Material Adverse Change by BENEFICIARY under this
108 AGREEMENT or any material adverse change affecting BENEFICIARY's ability to perform
109 its obligations, the City may exercise any and all rights and remedies available at law or
110 in equity, including recovery of damages and losses and the pursuit of specific
111 performance, injunctive relief, or other equitable relief. Except where immediate action
112 is reasonably necessary to prevent imminent harm, preserve public funds, or maintain
113 compliance with applicable law, the CITY shall provide BENEFICIARY written notice
114 describing the Default in reasonable detail and, if the Default/Material Adverse
115 Change is capable of cure, BENEFICIARY shall have thirty (30) days from receipt of such
116 notice to cure the Default to the City's reasonable satisfaction; provided, however, that
117 if the Default/Material Adverse Change cannot reasonably be cured within thirty (30)
118 days but BENEFICIARY commences cure within such period and thereafter diligently
119 prosecutes cure to completion, the cure period shall be extended for a reasonable

120 time not to exceed an additional thirty (30) days. If BENEFICIARY fails to timely cure (or
121 commence and diligently pursue cure, if applicable), the City may immediately pursue
122 any remedy available to it, and all remedies are cumulative and may be exercised
123 separately or concurrently.

124 7. TERMINATION

125 This AGREEMENT will terminate after the BENEFICIARY's full and complete performance
126 of the provision of housing/housing services contemplated by the PROPOSAL and this
127 AGREEMENT.

128 The City may terminate this Agreement, in whole or in part, for convenience and
129 without cause, upon thirty (30) days' prior written notice to BENEFICIARY (or such shorter
130 period as the City may determine is necessary to protect the public interest). Upon
131 receipt of a termination notice, BENEFICIARY shall immediately cease incurring new
132 costs or obligations chargeable to City funds, shall take reasonable steps to wind down
133 activities under this AGREEMENT in an orderly manner, and shall, within thirty (30) days
134 after the effective date of termination (or sooner upon the CITY'S written request),
135 provide a final accounting of all City funds received and expended and return to the
136 CITY all CITY funds then held by BENEFICIARY that are unexpended, uncommitted, or
137 otherwise not lawfully due and owing under this AGREEMENT. Termination under this
138 section shall not relieve BENEFICIARY of its obligations accrued prior to the effective
139 date of termination, including obligations to account for and return CITY funds, nor shall
140 it limit any rights or remedies the CITY may have at law or in equity.

141 8. INDEPENDENT CONTRACTOR

142 Neither the CITY nor the BENEFICIARY shall be deemed by virtue of this AGREEMENT to
143 be engaged in an association, partnership, joint venture, or a relationship of principal
144 and agent, or employer and employee. The BENEFICIARY shall not be, or be deemed to
145 be, or act or purport to act, as a partner, employee, agent, or representative of the
146 CITY for any purpose.

147 9. HOLD HARMLESS AND INDEMNIFICATION

148 The BENEFICIARY agrees to defend, indemnify, and hold the CITY, its officers, officials,
149 employees, and agents harmless from and against any and all claims, injuries,
150 damages, losses or expenses, whether in contract or tort, including without limitation
151 personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of
152 property, which are alleged or proven to be caused in whole or in part by an act or
153 omission of the BENEFICIARY, its officers, directors, employees, and/or agents relating to
154 the BENEFICIARY's performance, or failure to perform, under this AGREEMENT. The
155 BENEFICIARY's obligation to indemnify and hold the CITY its officers, officials, employees,
156 and agents harmless shall survive the expiration or termination of this AGREEMENT.
157 Nothing in this AGREEMENT shall serve as a waiver of the CITY's governmental immunity
158 under C.R.S. § 24-10-101, *et seq.*

159 10. COMPLIANCE WITH LAWS

160 The BENEFICIARY shall comply with all applicable federal, state, and local laws and all
161 requirements regarding the receipt and expenditure of the AWARD and the use of the
162 PROPERTY and/or funds.

163 11. MAINTENANCE AND AUDIT OF RECORDS

164 The BENEFICIARY shall maintain records, books, documents, and other materials
165 relevant to its performance, or non-performance, under this AGREEMENT. Records,
166 including but not limited to those informing the REPORT, shall be subject to inspection,
167 review, and audit by the CITY or its designee(s) for three (3) years following termination
168 of this AGREEMENT. If it is determined during the course of the audit that the
169 BENEFICIARY failed to expend any or all of the AWARD for any purpose other than
170 performing the work/services as provided in the PROPOSAL and this AGREEMENT, or if
171 the BENEFICIARY fails to substantially perform as provided in the PROPOSAL and this
172 AGREEMENT, the BENEFICIARY shall reimburse the CITY for each, every, and all improper
173 and/or unmade expenditure(s). The BENEFICIARY agrees to make such
174 reimbursement(s) to the CITY within 30 days of a written request(s) made to the
175 BENEFICIARY.

176 12. NOTICES

177 Any notices desired or required to be given hereunder shall be in writing, and shall be
178 deemed received three (3) days after deposit with the United States Postal Service
179 postage fully prepaid, return receipt requested, and addressed to the party to which it
180 is intended at its last known address, or to such person or address as either party shall
181 designate to the other from time to time in writing forwarded in like manner:

182 BENEFICIARY

183 COMACT HOUSING CORPORATION

184 Attn: Emilee Powell

185 542 30 Road, Suite 3

186 Grand Junction, CO 81504

187

188 CITY

189 Attn: City Manager

190 250 N. 5th Street

191 Grand Junction, CO 81501

192

193 13. IMPROPER INFLUENCE

194 The BENEFICIARY warrants that it did not employ, retain, or contract with any person or
195 entity on a contingent compensation basis for the purpose of seeking or obtaining this
196 AGREEMENT.

197 14. CONFLICT OF INTEREST

198 The elected and appointed officials and employees of the CITY warrant that they
199 individually and collectively have no, and shall not have, any personal interest, direct or
200 indirect, which gives rise to a conflict of interest.

201 15. SURVIVAL

202 The provisions of this AGREEMENT that by their purpose should survive expiration or
203 termination of the AGREEMENT shall so survive. Those provisions include without
204 limitation Hold Harmless and Indemnification and Maintenance and Audit of Records.

205 Nothing in this agreement shall prevent the CITY from any relief or causes of action in
206 law or equity related to a breach of this agreement.

207 16. AMENDMENT

208 No amendment or modification to the AGREEMENT shall be effective without prior
209 written consent of the authorized representatives of the Parties.

210 17. GOVERNING LAW; VENUE

211 This AGREEMENT shall be governed in all respects by the laws of the State of Colorado,
212 both as to interpretation and performance, without regard to conflicts of law or choice
213 of law provisions. Any action arising out of or in conjunction with the AGREEMENT may
214 be instituted and maintained only in a court of competent jurisdiction in Mesa County,
215 Colorado.

216 18. NON-WAIVER

217 No failure on the part of the CITY to exercise, and no delay in exercising, any right
218 hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by
219 the CITY of any right hereunder preclude any other or further exercise thereof or the
220 exercise of any other right. The remedies provided herein and at law or in equity are
221 cumulative and not exclusive.

222 19. BINDING EFFECT

223 This AGREEMENT shall be binding upon and inure to the benefit of the Parties.

224 20. ASSIGNMENT

225 The BENEFICIARY shall not assign or transfer any of its interests in or obligations under this
226 AGREEMENT without the prior written consent of the CITY.

227 21. ENTIRE AGREEMENT

228 This AGREEMENT together with the attachments and exhibits constitutes the entire
229 agreement between the CITY and the BENEFICIARY for the use of the AWARD
230 paid/received under this AGREEMENT.

231 22. NO THIRD-PARTY BENEFICIARIES

232 Nothing herein shall or be deemed to create or confer any right, action, or benefit in,
233 to, or on the part of any person or entity that is not a party to this AGREEMENT. Any
234 benefit to any person(s) is incidental to the AGREEMENT and/or the BENEFICIARY's
235 fulfillment of the AGREEMENT.

236 23. CIVIL RIGHTS COMPLIANCE

237 The BENEFICIARY shall meet legal requirements relating to nondiscrimination. Those
238 requirements include ensuring that the BENEFICIARY does not deny benefits or services,
239 or otherwise discriminate on the basis of race, color, national origin (including limited
240 English proficiency), disability, age, or sex (including sexual orientation and gender
241 identity), in accordance with the following authorities: Title VI of the Civil Rights Act of
242 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's
243 implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973
244 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title
245 IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the
246 Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975,
247 Public Law 94-135, 42 U.S.C. 6101 et seq., the Department implementing regulations at
248 31 CFR part 23, and the Colorado Anti-Discrimination Act.

249 24. SEVERABILITY

250 If one or more provisions of this AGREEMENT shall be determined to be invalid by any
251 court of competent jurisdiction or agency having jurisdiction thereof, the remainder of
252 the AGREEMENT shall remain in full force and effect and the invalid provisions shall be
253 deemed severed.

254 25. AUTHORIZATION

255 By signing the BENEFICIARY and the CITY represent and warrant to the other that the
256 signer has the full power and authority to execute this AGREEMENT on behalf of the
257 entity for whom he/she signs and to bind that entity to the terms hereof.

258 BENEFICIARY:

259 Housing Resources of Western Colorado

260 By:  Date: 7/2/2020

261 Emilee Powell, Executive Director

262

263 City of Grand Junction Colorado

264 By:  Date: 7.7.20

265 Mike Bennett, City Manager

266

267



APPENDIX A

Proposal Letter to City Council

September 10, 2024

The Honorable Abe Herman, Mayor
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mayor Herman:

We are writing to respectfully request the City of Grand Junction's assistance in a proposed affordable homeownership project on behalf of American Lutheran church and Housing Resources of Western Colorado.

Housing Resources of Western Colorado (HRWCO) would like to pursue an affordable homeownership project of +/- 24 homes for eligible households earning at or below 120% AMI. We are requesting a total of \$500,000 to purchase 3+ acres to develop into lots to build these homes. This property sits to the north of St. Mary's hospital, one of Mesa County's largest employers, and is currently owned by American Lutheran Church (ALC), who plans to split the parcel and would like to sell a portion to Housing Resources for this purpose.

American Lutheran Church has gone through the process to have the parcel rezoned to accommodate a land split and the development of the western portion of the land for affordable housing. The ALC land now meets the zoning requirements for the proposed project, and time is of the essence. The ALC leadership has been patient with this process, hoping to utilize that land for affordable housing. But financially and operationally, they can only wait so long before they will have to list the property general and sell without regard to the eventual use.

The project applied to the City twice in the recent past. Initially the ARPA Committee referred all acquisition ideas to a newly created Land Acquisition Program. On the second request, with the LAP was established, staff didn't forward it to Council for scoring because the land didn't have the needed zoning. Despite these setbacks, HRWCO is still hoping to acquire this land to further our affordable housing mission. Unfortunately, we don't have the available working capital to both acquire the land

524 30 Road, Suite 3, Grand Junction, CO 81504 • Tel 970.241.2871 • Fax 970.245.4853 • www.hrwc.org

It is the policy of HRWC to provide equal opportunities without regard to race, color, religion, national origin, gender, gender identity, sexual preference, age, or disability. People of color and people of all national origins, genders, gender identities, sexual preferences, ages, disabilities and other diverse groups are encouraged to apply.

If you require accommodation for impairment, disability, language barrier, etc., contact Housing Resources by telephone: 970.241.2871 or email: frontdesk@hrwc.org

Hearing impaired call 711



and fund the pre-development costs of engineering and design. Any funding we receive from the City would be used for acquisition and then ultimately passed on to the eventual homebuyers in the form of deferred assistance at resale.

Given the merit of the project and the timeline restrictions, we would be grateful for the City's consideration of this project as worthy of funding. Our staff will be pleased to talk with you or any City staff about this project.

Thank you again for your time and consideration of this request.

Sincerely,



Emilee Powell

Executive Director



Pastor Valerie Carlson

American Lutheran Church

524 30 Road, Suite 3, Grand Junction, CO 81504 • Tel 970.241.2871 • Fax 970.245.4853 • www.hrwco.org
Hearing Impaired call 711
If you require accommodation for impairment, disability, language barrier, etc.,
please contact Housing Resources at 970.241.2871 or email: frontdesk@hrwco.org


CHARTERED MEMBER



**Appendix B
Legal Description of
Property**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE City of Grand Junction COUNTY OF, Mesa AND IS DESCRIBED AS FOLLOWS:

LOT 1 AMERICAN LUTHERAN SUBDIVISION PER RN 3160741 RECD 06/02/2026 MESA CO RECDS - 3.39AC/147,668 SQ FT

Appendix C

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION 20-23

AUTHORIZING THE CITY MANAGER TO MAKE AMERICAN RESCUE PLAN ACT (ARPA) GRANT AWARDS TO GRAND VALLEY CATHOLIC OUTREACH AND HOUSING RESOURCES OF WESTERN COLORADO

RECITALS:

With the adoption of Resolution No. 32-22 the City Council created and charged a community advisory board with assisting the City to determine how to best appropriate and expend American Rescue Plan Act (ARPA) "recovery funds." Over the course of eight months in 2022 the Committee reviewed applications for, and made recommendations on, awarding approximately \$9,000,000 that the City received in Federal funds. Those funds, which were made available to the City under the American Rescue Plan Act, have at the City Council's direction to the Committee been considered for use in support of mental and behavior health, housing, and homelessness programs and services.

At the Council's December 20, 2022, work session, the Council heard from six applicants all of which the Committee had reviewed and recommended for funding. One applicant withdrew and of the five remaining applicants, City Council requested additional information from three applicants.


At its February 13, 2023, work session the Council continued its deliberations on funding the pending applications; however, because two of the applications were deemed complete and the intended purposes of the funds are consistent with the City's homelessness and housing goals, the Council directed this resolution be drawn and considered at its February 15, 2023 meeting, and that an appropriation ordinance be introduced in first reading at the same meeting.

As the ARPA funds have been determined by the City to be pandemic revenue replacement, as provided by the applicable rules, and the City Council is vested with the authority to determine how those funds may be expended, the City Council by and with this Resolution affirms and directs the execution by the City Manager of a notice of award of \$1,000,000 to Grand Valley Catholic Outreach for its Mother Teresa House project and a notice of award of \$1,000,000 to Housing Resources of Western Colorado for its revolving loan fund.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the foregoing notices and amounts with payment of said sums of money being contingent on Ordinance No. 5131 being approved and

becoming effective and consequentially making a supplemental appropriation to the City's 2023 budget, as described in that Ordinance.


NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute notices of award of American Rescue Plan Act funds in the amount of \$1,000,000.00 for Grand Valley Catholic Outreach and Housing Resources of Western Colorado as provided herein, as recommended by the ARPA Committee, and as further described in the application of each organization.



Abe Herman
Council President Pro Tem



ATTEST:



Amy Phillips
City Clerk

Print

Letter of Interest for Utilization of American Rescue Plan Act Funding - Submission #982

Date Submitted: 7/25/2022

Area of Concentration (check one):*

<input checked="" type="checkbox"/> Housing	<input checked="" type="checkbox"/> Homelessness	<input type="checkbox"/> Mental/Behavioral Health
---	--	---

Name of Organization/Entity

Grand Valley Catholic Outreach

Name*	Email Address*
Karen Bland	kabland@juno.com

Address

541 1/2 23 Road

City	State	Zip Code*
Grand Junction	CO	81507

Phone Number*

9702638121

Community Impact*

City's Needs and Impact: Affordable housing and Housing for those who are Homeless are major concerns for the City of Grand Junction. Mother Teresa Place, a supportive housing development of 40 units for those who are homeless, will address Affordable Housing as residents will have approximately 27% or less of the AMI for a Grand Junction single person and will pay no more than 30% of their income in rent. The City has proposed a goal of 45-75 affordable units for the coming year. Mother Teresa Place will provide 53% of that goal. The city's comprehensive plan includes a redevelopment of the south portion of the downtown area. Mother Teresa Place will be constructed in that area and will add to its beautification (as it has done with its two other supportive housing campuses). Number served: Mother Teresa Place will serve 40 Grand Junction citizens who are homeless. As some residents reach a level of stability that allows them to opt for housing in other areas of the city, other persons who are homeless will take their places. None of those to be served will be capable of acquiring housing under current conditions as their income level fluctuates between \$600 and \$800 a month. One-bedroom apartments in Grand Junction are currently listed over \$1,000 a month. (Almost Home Guide, 2022) A further area identified to benefit from ARPA funds is Mental and Behavioral Health. 100% of those who are chronically homeless suffer with either or both mental and behavioral health issues. A majority have physical health issues as well. These are well documented conditions that afflict persons who are homeless. They either become homeless as a result of these conditions or such conditions set in as their period of homelessness increases and they struggle to survive.

Describe the impact of your project and how it will address the city's needs. At a minimum, describe how many people the project is expected to serve, their level of need, the AMI and/or population served. (300 words)

Readiness*

Mother Teresa Place is currently (July 2022) in the schematic design phase. Architects have held meetings with the City Planners and the building committee, and the design adheres to required codes and program needs. Through the rest of this summer cost estimates will be acquired and the design development is scheduled to be completed this fall. If sufficient funding is acquired, we anticipate ground blessing and ground breaking yet in 2022. Vouchers have been requested of the Department of Housing (DOH) and from the Grand Junction Housing Authority for the 40 apartments that will assure the rental cost to residents is no more than 30% of their income. A grant from the DOH will assist with the costs for case management and other supportive services for the residents. With the escalating cost of construction we continue to look for funding for construction. The City of Grand Junction's purchase of the lots upon which Mother Teresa Place will be built has proven to be a strong impetus towards others responding to a request for monetary and in-kind assistance. Although more than \$5 million has been raised from local donors, funding is also being sought through grants with the Department of Housing and several foundations towards an estimated cost between 8 and 9 million (unless construction costs decrease). A generous grant from the city will be a strong impetus toward being awarded a grant from the Colorado Department of Housing.

Describe the project timeline, whether the project is dependent on other grant funding or entitlements and whether any other uncertainties exist for the project. (250 words)

Capacity to Perform*

Catholic Outreach has been providing emergency and transitional housing for people/families for thirty-two years and 63 units of supportive housing for the past fifteen years: the "T" House, agency leased homes, and St. Benedict Place and St. Martin Place, which, together, provide 63 apartments for people who have been chronically homeless. These supportive housing complexes have served to transform lives (and transformed the neighbors in which they are located). Catholic Outreach provides a Director of Housing, case manager, and campus caretakers for each development and will do likewise for Mother Teresa Place. In addition, Hilltop will partner with Catholic Outreach by providing and training personnel for case management and supervision. Catholic Outreach maintains a facilities management team which will be augmented to cover the operation of Mother Teresa Place. Mother Teresa Place will be overseen by Sr. Karen Bland, Executive Director, and managed by Lindy Hodges, Director of Housing

Describe your organization's experience with and capacity to implement the proposed project. Please include the name and position/title of the person who will manage the project. (200 words)

Project Budget and Leverage of Funds*

We are requesting a capital expenditure grant of \$3,000,000 for this project " with a minimum of \$1,000,000. With these funds we still must raise additional dollars as costs continue to escalate. Each apartment will be fully furnished for the residents since persons who are homeless do not have those items necessary to make a home. Recurring expenses and maintenance will be covered by the rental fees paid by each resident. Partnerships are established with contractor and sub-contractors via a request for a donation on their part. As noted in the estimated budget line, a number of preliminary services have already been donated. Partnerships have been forged with the City of Grand Junction and with Hilltop who will provide counseling and case management services and with MindSprings who provide pre-application counseling to prospective tenants. Funding will be leveraged additionally from the Department of Housing and several foundations whose areas of interest include supportive housing. Some staffing costs will be covered by a grant from DOH that is currently in their review cycle. Estimated Budget (Preliminary) (Estimated costs are three to four million below similar supportive housing projects built in other parts of the state.) Acquisition Costs Land \$826,106 (\$825,000 donated) Site Improvement \$36,769 (+ \$10,485 donated) Professional fees Architect \$71,200 (20% donation) Engineering \$3,000 (\$1,650 donated) Attorney \$75,000 (donated) Surveys \$1,700 Testing \$9,685 (+ \$7,500 donated) Construction Cost (estimated at \$300/sq ft = \$8,460,000 Construction Insurance \$75,000 Soft Costs (furnishings 40 units) = \$200,000

Include the amount requested as well as the minimum amount of funding needed for a viable project, an estimated budget, whether this is a one-time capital expenditure or a re-occurring expense over a period of time, and what partnerships and other funding will be leveraged for this project. A full project budget is not required at this time, but if available may be attached. If additional details are available regarding budgetary line items such as revenues, expenditures, staffing costs, construction costs, financing, funding partners, etc. please include or attach those documents with this letter of interest. (250 words)

Long-term Sustainability*

Long term sustainability will mirror the two supportive housing campuses that Catholic Outreach has operated for fifteen years (St. Benedict and St. Martin) through positive fiscal management. Mother Teresa Place will have a covenant that requires it to serve those who are homeless for a specific period of time â€” usually 25-30 years. A five-year Tenant Support Service grant that is renewable will help provide supportive services to residents. Resident rental income and vouchers will serve to cover operational costs (maintenance) and salaries for plant oversight. Each year Catholic Outreach receives donations designated toward our housing programs. Several foundations fund specific requests for the sustainability of both structures and programs. These foundations will be approached as needed. Our two current supportive housing projects carry no mortgages have never ended a fiscal year with a deficit.

Describe your plan for continuing this project, program, or service into the future. Include details on a funding plan e.g., existing resources, future grants, donor support or other means of maintaining this project or program in the long-term. (200 words)

Upload Supplemental Documents

July photo.pdf

Print

Letter of Interest for Utilization of American Rescue Plan Act Funding - Submission #1075

Date Submitted: 8/9/2022

Area of Concentration (check one):*

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing	Homelessness	Mental/Behavioral Health

Name of Organization/Entity

Housing Resources of Western Colorado

Name*	Email Address*
Emilee Powell	emileep@hrwco.org

Address

524 30 Road Suite 3

City	State	Zip Code*
Grand Junction	CO	81504

Phone Number*

9707739738

Community Impact*

Housing Resources requests \$1,000,000 to capitalize a purchase assistance revolving loan fund, making homeownership attainable to low-income Grand Junction residents. The award will fund deferred 0% interest loans of \$25,000 to eligible households, with no monthly payment. This program addresses one of the Impacts of COVID: the dramatic increase in homeownership costs. Since June 2020, the median home price has jumped 41% from \$285,000 to \$401,190. In keeping with ARPA SLFRF requirements, the funds would be targeted to households below 80% AMI. A household of 3 making 70% AMI (a good target for under 80% AMI) has income of \$51,800 and could afford a home price of about \$240,000 using standard assumptions of an FHA loan. Current property listings show 57 homes (single family, condos, townhomes and mobilehomes) under that limit, and only 11 of them are single family. With \$25,000 of purchase assistance, purchasing power increases to about \$284,000, the effect of both the direct assistance and the ability to use a conventional loan instead of a high cost FHA loan. With that higher limit, 83 properties are currently listed, 25 of which are single family. Housing Resources would also assist clients to access the State's DPA program, providing another \$25,000. With a \$309,000 purchasing power, buyers would have 130 total homes available, 62 of which are single family. Boosting purchasing power into that \$300,000 range dramatically increases the options and makes homeownership far more attainable. With \$1,000,000, Housing Resources could assist about 40 households in the initial round. The loan fund would be revolving so we would continuously recapture the funds and assist additional households for years to come. The initial capitalization of a purchase assistance program would help us build the vehicle to raise funds from other sources and expand our capacity to serve more households.

Describe the impact of your project and how it will address the city's needs. At a minimum, describe how many people the project is expected to serve, their level of need, the AMI and/or population served. (300 words)

Readiness*

Housing Resources will build on our existing home improvement lending capacity to launch the purchase assistance program quickly. We estimate being able to offer the first loans to eligible households within 3 months of award. To prepare for a home purchase assistance loan program, we would only need to adapt our loans policies and intake documents and conduct outreach with first mortgage providers to educate them on the available funds. The loan program would likely start slowly and then ramp up as we generate partners, build interest, and develop a pipeline of mortgage-approved buyers.

Describe the project timeline, whether the project is dependent on other grant funding or entitlements and whether any other uncertainties exist for the project. (250 words)

Capacity to Perform*

Housing Resources has the staff capacity and expertise to implement the proposed purchase assistance loan program. Our staff already offer intake, pre-purchase counseling, homebuyer education, loan application review, loan origination, loan servicing, and compliance reporting. The director of our lending department has run the lending program for the past six years, coordinating a variety of available products from multiple funding sources. The executive director has 17 years of experience in the affordable homeownership field with a particular focus on affordable mortgage lending and loan fund management. In addition to our lending capacity, Housing Resources offers one-on-one pre-purchase counseling and homebuyer education. We are a HUD-approved counseling agency with three HUD-certified counseling staff. This gives us the capacity to assess the client's mortgage readiness and purchasing power. If they are not mortgage ready, our counselors help them create individualized action plans to become ready and work with them throughout their path to homeownership. Finally our finance team is skilled in managing public grant funds. We operate multiple programs funded by federal, state and local sources and have the capacity to track these funds and keep them permanently restricted for their intended uses.

Describe your organization's experience with and capacity to implement the proposed project. Please include the name and position/title of the person who will manage the project. (200 words)

Project Budget and Leverage of Funds*

Based on a sample transaction of a \$309,000 home, the total funds deployed over 40 transactions will reach about \$13,000,000. A typical transaction will be funded with a combination of a first mortgage, the buyer's cash contribution, the City-funded purchase assistance loan and the State's downpayment assistance program. Housing Resources will also help clients access any other available sources of assistance that are compatible with the City-funded loan program. By leveraging these other sources, the City's ARPA grant will be multiplied 13 to 1. A budget showing a sample transaction is attached. The request is a one-time capital expenditure. The minimum amount of funding needed for a viable project is \$250,000. That would only generate about 10 - 12 loans. An award below this amount would serve too few households to make for a viable program.

Include the amount requested as well as the minimum amount of funding needed for a viable project, an estimated budget, whether this is a one-time capital expenditure or a re-occurring expense over a period of time, and what partnerships and other funding will be leveraged for this project. A full project budget is not required at this time, but if available may be attached. If additional details are available regarding budgetary line items such as revenues, expenditures, staffing costs, construction costs, financing, funding partners, etc. please include or attach those documents with this letter of interest. (250 words)

Long-term Sustainability*

Housing Resources will use the grant funds to seed a revolving loan fund program, allowing the funds to be redeployed to future households. Because the funds will be permanently restricted, the assistance program is sustainable in the long term. The individual deferred loans will be secured against the property with a well-recognized mortgage document. This ensures that in a future resale or refinance, Housing Resources will be notified so that we can recapture the funds. In this way, the funds can be reused multiple times. In addition, through our loan servicing procedures, Housing Resources staff will remind homeowners that they will repay this loan upon resale and offer them the opportunity to come to us first when they are ready to sell. This will give us an opportunity to identify another eligible household to purchase that home. Deferred purchase assistance loans are well-tested and used throughout the country. Unfortunately, Grand Junction households have not had as much access to these programs as other communities. Our goal is to establish a local source of assistance that will be easily accessible to Grand Junction residents. By helping us start the loan fund with the first-in capital, this award will help us create the vehicle we can use to raise additional capital from multiple sources.

Describe your plan for continuing this project, program, or service into the future. Include details on a funding plan e.g., existing resources, future grants, donor support or other means of maintaining this project or program in the long-term. (200 words)

Upload Supplemental Documents

Purchase Assistance Loan Budget.pdf

RESOLUTION No. 20-24

A RESOLUTION TO AMEND RESOLUTIONS 20-23 AND 39-23 CONCERNING A GRANT AWARD TO HOUSING RESOURCES OF WESTERN COLORADO/COM ACT HOUSING CORPORATION AND TO AUTHORIZE THE CITY MANAGER TO MAKE A SECOND GRANT AWARD TO HOUSING RESOURCES OF WESTERN COLORADO/COM ACT HOUSING CORPORATION IN SUPPORT OF THE MERIDIAN PARK AFFORDABLE HOUSING PROJECT

RECITALS:

With the adoption of Resolutions 20-23 and 39-23 the City Council authorized the City Manager to execute a notice of award of American Rescue Plan Act (ARPA) funds in the amount of \$1,000,000.00 to Housing Resources of Western Colorado (Award).

With Resolution 39-23 the City Council authorized the Award to be used, and the loan fund established by the Award, to be held and administered by and through Com Act Housing Corporation (CAHC) a wholly owned not for profit affiliate of Housing Resources of Western Colorado.

Housing Resources of Western Colorado (HRWC) recently discussed with the City Council the purchase of ten lots for affordable housing units. Those lots, and the homes that will be constructed on them, are commonly known, and referred to as Meridian Park.

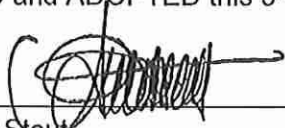
After due consideration the City Council agreed to support the Meridian Park project by and with this Resolution which, as provided herein authorizes a) CAHC/HRWC to utilize \$250,000 of the Award in support of the acquisition of the ten Meridian Park lots (Lots), b) the amendment of the Award and supporting agreement to recognize the City's support of the acquisition of the Lots and construction of affordable homes on those lots and c) the expenditure of \$100,000 from the City Housing fund in support of the Meridian Park project. The City Council finds that these actions are consistent with the City's homelessness and housing goals and that CAHC/HRWC are designated and approved to expend \$250,000 of the Award and the additional sum of \$100,000 in accordance with the plan presented to City Council, this Resolution, and the to be amended grant award agreement.

Having been fully advised in the premises, the City Council by and with this Resolution amends Resolutions 20-23 and 39-23 as provided herein and affirms and directs the same as the actions of the City.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute a notice of award of funds in the amount of \$100,000.00 to Com

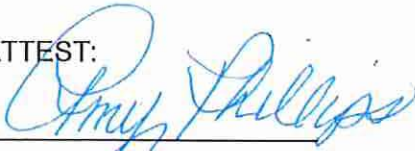
Act Housing Corporation a wholly owned not for profit affiliate of Housing Resources of Western Colorado and to amend Resolutions 20-23, 39-023, and for the City Attorney to amend the underlying Award agreement as provided herein all to effectuate the purposes hereof.

PASSED and ADOPTED this 3rd day of April 2024.



Anna M. Stout
President of the City Council

ATTEST:



Amy Phillips
City Clerk

