

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
BOARD OF DIRECTORS MEETING
Crested Butte Town Hall/Zoom
January 12, 2023
2:30pm

Agenda

- 1. Call to Order, Roll Call, Introductions** **2:30pm**

- 2. Public Comments (5 minutes per person)**

- 3. Consent Agenda:**
 - a. 12.10.22 Meeting Minutes

- 4. Administrative Items:**
 - a. Board Seats
 - b. Account Transfer and Financials Resolution
 - c. 12/23 Appeals Committee overview
 - d. 6th and Butte Letter of Support

- 5. New Business**
 - a. Property Management Vacancy and Coverage
 - i. Contract work
 - ii. GVRHA Prioritization in the meantime
 - iii. Replacement and onboarding timeline
 - b. VHF Office Share
 - c. Transformational Affordable Housing (TAH) Grant Program Application Update
 - d. 2023 Board Retreat
 - e. Other New Business

6. Adjourn

Next meeting scheduled for February 9, 2023 in Gunnison.

Accommodations for handicapped persons can be made upon request.

Join Zoom Meeting

<https://zoom.us/j/94309737328?pwd=RzI5Q2VINIBsR0pBYXhCWmp3bGNGQT09>

Meeting ID: 943 0973 7328 Passcode: 406753 Call 1 312 626 6799 US (Chicago)



GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
BOARD OF DIRECTORS MEETING
Blackstock Government Center/Zoom
221 N Wisconsin, Gunnison – Planning Commission Board Room
December 8, 2022
2:30pm

Meeting Minutes

Agenda

1. Call to Order, Roll Call, Introductions **2:38pm**

a. Members Present

Carlos Velado, Mallory Logan, Gabi Prochaska, Chris Haver, Josh Lambert, Roland Mason

b. Staff/ Public Present

Andy Kadlec, Chris Peterson, Lauren Woodyard (GVRHA), David Reed (Council), Lauren Koelliker (Valley Housing Fund), Erin Ganser (Town of Crested Butte)

2. Public Comments (5 minutes per person)

No public comments presented

3. Consent Agenda:

Motion to approve- GP motioned, CV seconded, Approved Unanimously

4. Administrative Items:

a. Budget Approval, GVRHA

AK- presented final draft budget for FY 2023 – \$12,000 added for deed monitoring programming for platform infrastructure – EG working on a survey through CAST to ask regional housing specialists on what this kind of compliance program looks like – RM mentions how important a good platform is when the housing authority looks at adding additional rental units to their portfolios – EG mentions lots of differences between section 8, market rate, Deed monitoring LIHTC platforms, and we are looking for the ‘unicorn’ platform to bring together the different monitoring needed - AK mentioned how GVRHA has started to work with the county assessor office to help uniformly cover Deed Restrictions across the county – CH asked if budget and training allocations also include travel and if GVRHA is comfortable with the numbers – AK feels we have a good allocation this year – CV questioned YTD financials and our income assumptions for next year, considering the gap in the current budget to actual from FY 2022- AK explained some struggles in FY 22 with lost revenue from administrative programming through certain DOH programs as well as inaccurate assumptions on the GV-HEAT revenue, and feels confident on projections at this time – RM getting AK up to date and into this position will help get things moving – CV would like to see board treasurer more involved in future budget presentations

Motion to approve by CV, GP seconded- Approved unanimously

b. Budget Approval, Anthracite Place Apartments

AK – FY 22 budget had some inaccuracies in income assumptions, and had to adjust numbers for FY 23 – ERAP rental assistance payments have sunset, and result in a reduced assumption for next year- will be enacting a 5% rent increase



across the board at lease renewal in 2023 – this increase is still under max rental limits per HUD, proposed due to inflation, utility increases, operating costs– Updated AMI numbers usually are published in April of each year, could have an impact depending on new numbers. - RM, what’s going on with the utility increases from the town of CB? - CP residents only play electric, GVRHA pays the rest – AK, significant water and sewer increases added, as FY 22 budget was way under – CH, mentions the town also did recently announce utility increases – Board discussed current utility and insurance rates and recent increases – Rent increase proposals for 2023: approximately \$35-60 depending on AMI and unit size- major increase in fire system monitoring in 2023 due to underbudgeted amounts in FY 22 –System was also upgraded in 2022 from 3G to 5G which required higher monitoring costs and one-off expenses – Water and sewer utility expenses updated per guidelines from EG and town of Crested Butte due to new proposed rates – discussion ensued on adjusted budget cash flow based on increased water and sewer assumed expenses- board agreed to maintain budget at a 5% increase as the cash flow assumed is close to FY 22 budget- EG, a 5% increase in rent is a reasonable increase based on current market conditions-

Motion to approve adjusted budget by CH, ML seconded- Approved unanimously

c. 2023 IGA – Final draft presented

AK- clarifications were made to the intent of the one-year agreement and the narrative related to intended goals in FY 2023- EG, Crested Butte have concerns on the structure of the document and want the narrative of the agreement to be added as a cover letter due to the lack of a prescribed process to define new goals of GVRHA, as well as prefer a simpler amendment that acknowledges wider goals, with more specific goals and responsibilities to be defined in the development of the forthcoming amendment in 2023- AK- adjustments have been made to the previous draft based off of this feedback and is presented to the board – CH, knew Gunnison was concerned, wonders what ML thinks – ML, agrees with the updated proposal as presented – RM, hard to create a paper that covers all the asks and needs of all the partners, but feels the Roadmap to Recovery will be a big part of the development in 2023, the 1 year extension is important to understanding future goals and getting long-term engagement from the County – EG, lets agree to pull out the addendum and add as a cover letter – RM, lets approve the amendment with removal of the addendum and final approval from the board chair – AK presented a reamended amendment with the removal of Addendum A and clarifications to Section 2

RM - motions to approve the 2023 IGA with removal of addendum A and language from section 2 as discussed, with final approval from the board chair, CH seconds – Approved unanimously

d. DR Violation

AK: the concerned party in question has not filed an appeal, and the situation has been resolved from the perspective of GVRHA – EG, important to discuss process for potential deed restriction violations and which party will lead the process- proposes the jurisdiction sends the first notice of violation – CV, at MtCB, due to capacity, they prefer to notify GVRHA and have them reach out first – AK, lets create policies based off of the draft language of the proposed letter from CB, and utilize as each jurisdiction prefers – CV, is it a joint letter perhaps? - RM, have a boilerplate agreement to work off of – EG, important to take an active role from the jurisdictional perspective when violations are known - ML, doesn’t feel the city has sufficient stock of DRs to comment – EG, let’s keep working on a system – RM, the county isn’t too opinionated, joint letters make sense – General agreement on a joint letter, and working together, but having GVRHA take the lead – CV, clarifying that the current contact for DR violations is staff member Lauren Woodyard

5. New Business

a. Staff Update



Chris Peterson Announced her resignation, effective December 30th – CP: this decision was not due to the decision of the new Executive Director hire, but due to various struggles with support and workload over the past few years – willing to subcontract with compliance issues – RM recognized her service to the housing authority in her time- CP is transitioning to DOLA to do compliance work – AK, recognizing her time here, wants to make sure we celebrate that - AK proposes discussion of this staff update in Executive Session

b. Transformational Affordable Housing (TAH) Grant Program

AK gives an overview of the Transformational Affordable Housing (TAH) grant program that was recently announced – only requires a 25% match, and is very attractive funding with limited requirements based off of traditional funding streams from the State of CO – AK proposes GVRHA considering an offer to purchase FrontierLands MHP in Gunnison – 12-unit park in Gunnison city limits currently listed at \$890,000 – Preliminary proforma shows the opportunity to purchase and preserve the park with limited to no rent increase – ML, have you spoke with the city? - AK: has spoken with Anton from Gunnison, the city is interested – ML: the council has discussed options and intent in preserving parks, and would like to be helpful in preservation, if possible, as this is a crucial opportunity to preserve these homes – CV: fundamental flaw in parks is that they don't own the land – AK: this park owns all the homes as well – CV discussed options to create equity by subdividing, returning assets to the home – RM: this is an exciting opportunity we should look at, but also brings up concerns of liability around regulations and code in this property – EG: what rates are you assuming? - AK: assuming market rates at around 7%, would like to do more research related to feasibility as this opportunity just came up – General agreement that this is a good opportunity that can attract interest from all of the jurisdictions to potentially support

c. Impact Development Fund Partnership

AK: GVHRA plans to sit down with IDF to discuss partnership opportunities to utilize more efficient ways to manage programming responsibilities relates to GVRHA's loan servicing, rehab loan and down payment assistance programs.

d. Executive Session:

*4:15pm: RM entertained a motion to move into executive session to confer with GVRHA's attorney for the purpose of receiving legal advice pursuant to **C.R.S. 24-6-402.(4)(F)***

CH motioned, ML Seconded and the board entered into executive session.

4:26pm The executive session was concluded.

*4:26pm: RM entertained a second motion to move into executive session to discuss a personnel matter pursuant to **C.R.S. 24-6-402-(B)(f)(I)***

CH motioned, ML Seconded and the board entered into executive session.

5:02pm: The executive session was concluded and the Board moved back into regular session.

6. Adjourn

RM motioned to adjourn at 5:03pm

Next meeting scheduled for January 12, 2023 in Crested Butte.

Accommodations for handicapped persons can be made upon request.

Join Zoom Meeting



<https://zoom.us/j/94309737328?pwd=RzI5Q2VINIBsR0pBYXhCWmp3bGNGQT09>

Meeting ID: 943 0973 7328 Passcode: 406753 Call 1 312 626 6799 US (Chicago)



~~**Anthracite Place Apartments**~~

202 East Georgia
Gunnison, Colorado 81230

Phone: 970-641-7900
Fax: 888-406-1360

Invoice

Transfer from GVRHA Money Market
(4223)

Invoice Type: Transfer

Transfer to GVRHA Operations (8145)

Date: December 29, 2022

Quantity	Description	Total
1	Request to transfer of funds to cover operational costs including December 30, 2022 payroll, benefits and accidental overpayment of PTO payout.	\$15,000.00
TOTAL DUE		\$15,000.00

Requested By: *Andy Kadlec Executive Director*

Signed: _____ *[Signature]* Date: 12/30/22

Transferred By: *Chris Peterson, Housing Specialist & Manager*

Signed: _____ *[Signature]* Date: 12/29/22

All Accounts Activity Transfer Bill Pay External Transfer Documents Personal Finance More

Make a Transfer

Transfer Confirmation

The following transfer was successfully completed.

Confirmation:	713810901
Transfer from:	HA Money Market, *4223 Available \$315,435.18 (new)
Transfer to:	GVRHA Ops Checking, *8145 Available \$44,653.08 (new)
Transfer on:	12/29/2022
Amount:	\$15,000.00

What would you like to do?

- [Make another transfer](#)
- [View scheduled transfers](#)

Tip: You can set up an alert to notify you when a transfer either completes successfully or fails.

Have questions?

Please contact us at ClientServices@cobnks.com or 877-877-0395.

**Community Banks
of Colorado**
A division of NBH Bank,
Member FDIC



Gunnison Valley Regional Housing Authority

202 East Georgia

Phone: 970-641-7900

Gunnison, Colorado 81230

Fax: 888-406-1360

Invoice

Transfer from GVRHA Money Market
(4223)

Invoice Type: Transfer

Transfer to GVRHA Operations (8145)

Date: January 4, 2023

Quantity	Description	Total
1	Request to transfer of funds to cover operational costs until payroll overage is reversed	\$10,000.00
TOTAL DUE		\$10,000.00

Requested By: Andy Kadlec, Executive Director

Signed:  Date: 1/4/23

Transferred By: Andy Kadlec, Executive Director

Signed:  Date: 1/4/23



February 1, 2023

Kathryn Grosscup, Manager, Tax Credits
Colorado Housing and Finance Authority
1981 Blake Street
Denver, CO 80202

RE: Support for Sixth and Butte – Affordable Rental Housing in Crested Butte

Dear Ms. Grosscup:

This is a letter of support for the proposed new construction of affordable rental housing units in Crested Butte, Colorado. Our community is facing intense economic pressures that are precluding lower and moderate-income households from finding stable housing and thriving here. Over the past two decades, we have seen a hollowing out of our core year-round community, and, in the aftermath of COVID-19, we are facing severe employee shortages across all sectors of our local economy.

The Town of Crested Butte has been committed to addressing our housing needs, and innovating creative solutions since the 1980s. GVRHA has been active in supporting Town with their housing goals since our inception 11 years ago. Town's current goals include having 75% of housing occupied by year-round locals, and securing 30% of housing inventory as permanently deed restricted for our local workforce. In 2022, Town selected two developers to further rental and for-sale housing on Town owned land. This letter of support is specific to the rental housing component, where TWG is the lead developer. Town of Crested Butte and TWG have created a partnership to build 34 units of affordable rental housing. A vital component of this strategy is a successful award of 9% LIHTC.

Town of Crested Butte is bringing land, permit and fee enterprise reimbursements in the amount of \$1.44 million, and \$2.6 million in environmental clean up to make this project feasible. TWG is bringing extensive development experience, a vertically integrated construction and management approach, and ability to secure and guarantee the needed finance.

Town of Crested Butte and TWG Development approached GVRHA about the possibility of partnering as a special limited partner for Sixth and Butt pending an award of 9% LIHTC.

Our Board met on January 12, 2023, and provided unanimous support for a motion to authorize me, the Executive Director to enter into negotiations for GVRHA participation in special limited partnership, contingent upon a successful 9% LIHTC award. This partnership is anticipated to exempt the Sixth and Butte project from applicable state and local sales tax, use tax, and property taxes. Shared property management staffing may also be a subject of future agreements between GVRHA, Town of Crested Butte, and TWG Development.

Please don't hesitate to contact me if you have any questions.

Sincerely,

Andy Kadlec
Executive Director



202 E Georgia Ave
Gunnison, CO 81230

Phone: 970-641-7900
Fax: 1-888-406-1360



Gunnison Valley Regional Housing Authority

202 E Georgia Ave
Gunnison, CO 81230



Phone: 970-641-7900
Fax: 1-888-406-1360



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of _____, 20__, by and between Gunnison Valley Regional Housing Authority ("GVRHA") (the "Recipient"), of 202 E. Georgia Avenue, Gunnison, Colorado 81230, and _____ (the "Contractor"), of _____. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on January 15, 2023, the Contractor will provide the following services (collectively, the "Services"):

Review, processing and approval of rental and recertification applications submitted for the following properties:

Anthracite Place Apartments, a Low-Income Housing Tax Credit (LIHTC) property
Mountain View Apartments, a Housing and Urban Development (HUD) property

Contractor will review applications and provide a notice of approval to GVRHA according to and in compliance with the applicable LIHTC and HUD requirements of each property.

Furthermore, the Contractor has the right of control over how the Contractor will perform the services. The Recipient does not have this right of control over how the Contractor will perform the services.

The Contractor will also provide any equipment or materials necessary to provide said services and the Recipient is exempt from having to furnish such equipment or materials.

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows:

\$100 per rental application processed. Invoices to be submitted monthly and payments to be made via check.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The Contractor has the right of control over the method of payment for services.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon written notice to the other party. Furthermore, the Contractor has the ability to terminate this Agreement "at will."

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

202 E Georgia Ave
Gunnison, CO 81230



Phone: 970-641-7900
Fax: 1-888-406-1360

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary in regard to Fair Housing regulations, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them, take all liability for them and to provide materials for them.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

12. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

13. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

14. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

16. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado.

19. SIGNATORIES. This Agreement shall be signed by Andy Kadlec, Director on behalf of Gunnison Valley Regional Housing Authority ("GVRHA") and by _____. This Agreement is effective as of the date first above written.

I understand & agree this is a legal representation of my signature.

– Contractor

Date

Andy Kadlec, Executive Director – GVRHA

Date

OLD ROCK JAIL SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Lease") is dated as of this ____ day of _____, 2023 (the "Effective Date") by and between the **TOWN OF CRESTED BUTTE, COLORADO** ("Landlord"), the **GUNNISON VALLEY REGIONAL HOUSING AUTHORITY** ("Tenant") and the **VALLEY HOUSING FUND** ("Subtenant").

RECITALS

- A. Landlord is the owner and operator of the property at 409 2nd Street, Crested Butte, Colorado, commonly known as the Old Rock Jail (the "Premises").
- B. Landlord currently leases the Premises to the Tenant subject to the terms and conditions of the master lease ("Master Lease") that exists between the Landlord and Tenant dated June 5th, 2018 and hereby attached as Exhibit A.
- C. Tenant intends to enter into a sublease agreement hereby sharing use of the Premises with the Subtenant.

AGREEMENT

For and in consideration of the covenants and conditions set forth herein and in the aforementioned Exhibit A, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Tenant and the Subtenant agree as follows:

Section 1.01 **Sublet.** The Subtenant agrees to enter into a sublease agreement on the Premises solely for activities directly related to Subtenant business and purposes.

Section 1.02 **Furniture and Equipment.** The Leased Premises includes fixtures, furniture and equipment as presented. Subtenant may purchase and install additional furniture and equipment within the Leased Premises. Any such purchase and installation shall be at the Subtenant's own expense.

Section 1.03 **Condition of Leased Premises.** The Subtenant warrants and represents that it has had an opportunity to inspect the Leased Premises and acknowledges that it is fit for Subtenant's use and enjoyment. The taking of possession of the Premises shall be deemed an acceptance of the same by the Subtenant in its "AS IS" condition without any obligation whatsoever on the part of the Landlord or Tenant to repair, remodel, reconstruct or modify the leased Premises for the Subtenant.

Section 1.04 **No Alterations.** The Subtenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord and Tenant's prior written consent.

Section 1.05 **Term.** The term of this Lease shall be on a month-to-month arrangement effective immediately upon execution of the Lease. The Term shall automatically renew every month and will terminate upon 7 days' written notice from either party to the other party.

Section 1.06 **Rent.** The Subtenant shall make monthly rental payments ("Rent") for the Premises of **One Hundred Fifty and 00/100 U.S. Dollars (\$150.00)** payable in monthly installments in advance on the first day of each month. The payment of Rent shall begin upon execution of the Lease.

Section 1.07 **Manner of Payment.** All amounts due under this Lease shall be paid on the first of each month and paid to the Tenant at:

GVRHA
202 E. Georgia Ave.
Gunnison, CO 81230

Section 1.08 **Proration.** If the Term or Extended Term commences on a day other than the first calendar day of a month, then Subtenant shall pay to Tenant a prorated monthly installment of Monthly Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

Section 1.09 **Assignment.** The Subtenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Tenant.

Section 1.10 **Obligation under the Master Lease.** The Subtenant is bound to and agrees to adhere to all terms and conditions as assumed by Tenant under the Master Lease.

REPRESENTATIONS & WARRANTIES

Section 2.01 **Representations & Warranties.** The Subtenant represents and warrants to the Tenant and Landlord as follows:

- (a) The Subtenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.
- (b) The Subtenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.
- (c) All requisite entity action authorizing the Subtenant to enter into and perform its obligations under this Lease have been duly taken and approved.
- (d) The execution, delivery and performance of this Lease by the Subtenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) the

Subtenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Subtenant is bound or affected.

- (e) No officer or employee of the Landlord or Tenant has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the Subtenant upon the Leased Premises.

IN WITNESS WHEREOF, the parties have executed Lease by their duly authorized officials effective this ____ day of _____, 20____.

Tenant

Signature _____

Name: _____

Subtenant

Signature _____

Name _____

Landlord

Signature _____

Name _____

EXHIBIT A
MASTER LEASE



January 10, 2023

Timothy Dolan
Colorado Division of Housing
1313 Sherman Street, Denver, CO 80203

RE: Transformational Affordable Housing Letter of Intent- Frontierland Mobile Home Park Preservation

Dear Mr. Dolan,

The Gunnison Valley Regional Housing Authority (GVRHA), in direct collaboration with the City of Gunnison, wishes to express its interest in applying for grant funding of approximately \$750,000 through the Transformational Affordable Housing (TAH), Homeownership and Workforce Housing Grant Program created by HB22-1304 with the intent of purchase, preservation and eventual rehabilitation of the Frontierland Mobile Home Park (MHP) in the town of Gunnison, Colorado.

Frontierland is a 12 unit manufactured home park at 912 West Gunnison Avenue in Gunnison, Colorado. This small community is an atypical MHP wherein residents do not own, but rent their homes on in a nonconforming use community that is zoned for commercial use in a rapidly growing rural resort mountain town. Unlike many MHP communities in Colorado that benefit from recent legislative changes related to the Mobile Home Park Act and Opportunity to Purchase Legislation, these residents are not afforded the rights of purchase and rent protections the legislation was intended for.

According to a recent [Colorado Sun Article](#), residents of Frontierland “Belong to an indigenous Mexican population, the Cora, who speak their own language and have become a valued but under-the-radar part of the Gunnison community, filling jobs in construction, maintenance, housekeeping and food service.” The homes are in need of significant improvement, and many residents are apprehensive of filing complaints with fear of retaliation from eviction and displacement with no means to hire an attorney.

GVRHA intends to leverage TAH funds with matching funds from regional jurisdictions to fund acquisition and closing costs with little need to assume debt, and no need to increase rents. Leveraging cash flow without debt service will allow reinvestment in needed infrastructure and home improvements, including potential replacement of homes over time. GVRHA’s Executive Director has extensive experience in MHP assessment and acquisition across the state, and in collaboration with seasoned City of Gunnison Community Development staff, will ensure this community is preserved from market-motivated buyers who may raise rents or even redevelop the property.

GVRHA and the City of Gunnison are dedicated to ensuring housing preservation of our most at-risk populations is a priority in creating a healthy, resilient and equitable community. We appreciate your consideration.

Sincerely,

Andy Kadlec
Gunnison Valley Regional Housing Authority

Anton Sinkewich
City of Gunnison

202 E Georgia Ave
Gunnison, CO 81230



Phone: 970-641-7900
Fax: 1-888-406-1360