

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
BOARD OF DIRECTORS MEETING
Crested Butte Town Hall/ Zoom
Thursday, November 9, 2023
2:30pm

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

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

3. **Administrative Items:**
 - a. New Board Member Approval
 - b. October 2023 Financials
 - c. GV Heat October 2023 Report
 - d. November 2023 ED Report

4. **Other Business**
 - a. 2024 GVRHA Budget Update
 - b. 2024 IGA Commentary
 - c. Frontierlands Displacement Update

5. **New Business**
 - a. 2024 Draft Anthracite Budget
 - b. Administrative Assistant Job Description
 - c. Upcoming Board Vacancies
 - d. Other New Business

6. **Adjourn**

Next meeting scheduled for December 14th, 2023 in Gunnison.

Accommodations for handicapped persons can be made upon request.

Join Zoom Meeting

<https://zoom.us/j/94162271245?pwd=MmdVSS9RclBnbGZ3VVI0a0xuaVFRZz09>

Meeting ID: 941 6227 1245 Passcode: 554114 Call: 1 312 626 6799 US (Chicago)



GVRHA

Balance Sheet

As of September 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bill.com Money Out Clearing	910.60
GV Heat Checking (1691)	74,423.52
MMA Projects (4223)	270,997.37
Operations Checking (8145)	107,562.02
Rehab Loan Checking (1681)	521,704.05
Rent Checking (4922)	56,591.93
Security Deposits CK (6801)	20,532.00
Total Bank Accounts	\$1,052,721.49
Accounts Receivable	
Accounts Receivable	25,844.15
Accrued Accounts Receivable	0.00
Total Accounts Receivable	\$25,844.15
Other Current Assets	
Due from APA Operating Account (9015)	0.00
Prepaid Expenses	0.00
Suspense/Bank Clearing	0.00
Undeposited Funds	4,486.00
Total Other Current Assets	\$4,486.00
Total Current Assets	\$1,083,051.64
Fixed Assets	
Accumulated Depreciation	-9,328.00
Vehicles GMC Truck	17,038.56
Total Fixed Assets	\$7,710.56
Other Assets	
CDBG Revolving Loan Receivable	1,145,952.18
CDBG Allowance for Doubtful Accounts	-81,274.02
Total CDBG Revolving Loan Receivable	1,064,678.16
Delta Housing Authority Rehab Account (Liability)	-232,168.66
Earnest Money	0.00
Investment in APA LLC	100.00
Investment in MCGC LLC	100.00
Note Receivable (Due August 31, 2036)	
Interest Receivable RHG LP (2.21%)	5,099.95
Principle Balance RHG LP	100,000.00
Total Note Receivable (Due August 31, 2036)	105,099.95
Note Receivable (Due August 31, 2049)	
Interest Receivable Gardenwalk (2.21%)	17,213.02
Principle Balance Gardenwalk	450,000.00

GVRHA

Balance Sheet

As of September 30, 2023

	TOTAL
Total Note Receivable (Due August 31, 2049)	467,213.02
Note Receivable (Due July 1, 2047)	
Interest Receivable APA LLC (8.50%)	580,807.00
Principle Balance APA LLC	1,030,600.00
Total Note Receivable (Due July 1, 2047)	1,611,407.00
Note Receivable (Due June 30, 2030)	
Interest Receivable Development Fee Agreement (9.00%)	73,436.10
Principle Balance Development Fee Agreement	163,190.00
Total Note Receivable (Due June 30, 2030)	236,626.10
Total Other Assets	\$3,253,055.57
TOTAL ASSETS	\$4,343,817.77
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	40,668.76
Total Accounts Payable	\$40,668.76
Credit Cards	
Capital One Credit Card (4936)	180.27
Elan Credit Card #2050	0.00
Elan Credit Card #3469	734.73
Elan Credit Card #3558	0.00
Elan Credit Card #7255	5,160.40
Elan Credit Card #8403	0.00
Total Credit Cards	\$6,075.40
Other Current Liabilities	
City of Gunnison Sales Tax	0.00
CO Sales Tax	0.00
Deferred Revenue	48,038.75
Due from APA LLC	0.00
Due to City of Gunnison	0.00
Due to County of Gunnison Bill Repay	21,436.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	5,451.34
Accrued Vacation & Sick Leave	24,966.25
American Funds	0.00
CO Unemployment Tax	-118.41
Delta Dental	-147.19
RMHP	1,374.96

GVRHA

Balance Sheet

As of September 30, 2023

	TOTAL
Total Payroll Liabilities	31,526.95
Security Deposits	0.00
Elk Valley Security Deposits	7,150.00
GWSD Security Deposits	3,900.00
Mountain View Security Deposits	672.00
Paul Redden VHF Security Deposit	7,950.00
Ruby House Security Deposits	2,410.00
Total Security Deposits	22,082.00
Total Other Current Liabilities	\$123,083.70
Total Current Liabilities	\$169,827.86
Total Liabilities	\$169,827.86
Equity	
Investment in Capital Assets	13,991.00
Opening Balance Equity	0.00
Restricted for Emergencies	15,000.00
Unrestricted Net Assets	4,069,681.37
Net Income	75,317.54
Total Equity	\$4,173,989.91
TOTAL LIABILITIES AND EQUITY	\$4,343,817.77

GVRHA

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - September, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Administration Fees				
SFOO DPA Fees		16,499.97	(16,499.97)	
SFOO Rehab Fees		18,000.00	(18,000.00)	
Total Administration Fees		34,499.97	(34,499.97)	
Application Fees	1,410.00		1,410.00	
Billable Expense Income	0.00		0.00	
Community Contributions				
City of Gunnison Quarterly	70,311.00	70,312.50	(1.50)	100.00 %
County Contribution	96,375.00	96,374.97	0.03	100.00 %
Town of Crested Butte Quarterly	46,874.00	70,312.50	(23,438.50)	66.67 %
Town of Mt Crested Butte Annual	93,750.00	70,312.50	23,437.50	133.33 %
Total Community Contributions	307,310.00	307,312.47	(2.47)	100.00 %
Grant Income	22,500.00		22,500.00	
GV Heat Income	11,516.77		11,516.77	
CARE Program	68,112.00	78,374.97	(10,262.97)	86.91 %
Energy Rebate Income	783.30		783.30	
Energy Smart	11,000.00	3,825.00	7,175.00	287.58 %
Green Deed	41,545.92	84,300.03	(42,754.11)	49.28 %
Support Grants	47,850.50	7,499.97	40,350.53	638.01 %
Total GV Heat Income	180,808.49	173,999.97	6,808.52	103.91 %
Management Fee Income				
Anthracite Place Managment Fee	12,746.03	12,750.03	(4.00)	99.97 %
Anthracite Place Salary Reimbursement	21,208.32	21,208.32	0.00	100.00 %
Elk Valley Management Fee	16,063.36	15,000.03	1,063.33	107.09 %
GWSD Management Fee	0.00	3,240.00	(3,240.00)	0.00 %
Mountain View - Ops Subsidy	23,666.69	19,500.03	4,166.66	121.37 %
Mountain View - Performance Incentive		5,400.00	(5,400.00)	
Mountain View Management Fee	23,916.63	16,499.97	7,416.66	144.95 %
Redden Management Fee	10,050.00	9,045.00	1,005.00	111.11 %
RTA Management Fees	1,251.70		1,251.70	
Ruby Management Fee	11,000.00	9,000.00	2,000.00	122.22 %
Total Management Fee Income	119,902.73	111,643.38	8,259.35	107.40 %
Project Fees Income	5,150.00		5,150.00	
Rental Income	0.00		0.00	
Services	2,439.76		2,439.76	
Uncategorized Income	0.00		0.00	
Total Income	\$639,520.98	\$627,455.79	\$12,065.19	101.92 %
GROSS PROFIT	\$639,520.98	\$627,455.79	\$12,065.19	101.92 %
Expenses				
Continuing Education + Training	2,693.67	11,250.00	(8,556.33)	23.94 %
Court Filing Fees	10.99		10.99	

GVRHA

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - September, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Deed Monitoring Expense	157.75	9,000.00	(8,842.25)	1.75 %
Gifts	5.45		5.45	
GV Heat Expenses		166,500.00	(166,500.00)	
Energy Retrofits + Upgrades	109,221.03		109,221.03	
GV Heat Advertising & Marketing	2,539.60		2,539.60	
GV Heat Assessments	20,290.00		20,290.00	
GV Heat Continuing Education	12,731.34		12,731.34	
GV Heat Professional Services	5,577.50		5,577.50	
GV Heat Travel Expense	921.98		921.98	
Rebate Expense	7,500.00		7,500.00	
Total GV Heat Expenses	158,781.45	166,500.00	(7,718.55)	95.36 %
Insurance Expense	10,329.49	10,500.03	(170.54)	98.38 %
Interest Expense	12.21		12.21	
Leasing Expenses				
Application Review	0.00		0.00	
Association Dues	347.55		347.55	
Management Fee Expense	4,000.00		4,000.00	
Returned Check Fees	0.00		0.00	
Section 8 Voucher Expense	(124.00)		(124.00)	
Total Leasing Expenses	4,223.55		4,223.55	
Legal + Professional Fees				
Administrative Support	2,666.55	2,999.97	(333.42)	88.89 %
Bookkeeping + Accounting	17,508.34	11,250.00	6,258.34	155.63 %
Legal Fees	10,945.03	11,250.00	(304.97)	97.29 %
Professional Services	10,422.68	11,250.00	(827.32)	92.65 %
Total Legal + Professional Fees	41,542.60	36,749.97	4,792.63	113.04 %
Occupancy Expenses				
Internet + Telephone	3,966.10	3,359.97	606.13	118.04 %
Jailhouse Rent		3,375.00	(3,375.00)	
Rent Blue House	14,010.00	9,972.00	4,038.00	140.49 %
Security Monitoring	834.77	1,500.03	(665.26)	55.65 %
Utility Expense	2,559.96		2,559.96	
Total Occupancy Expenses	21,370.83	18,207.00	3,163.83	117.38 %
Operating Expenses		3,750.03	(3,750.03)	
Advertising + Marketing	1,120.73		1,120.73	
Bank Charges + Fees	87.51	90.00	(2.49)	97.23 %
Business License & Fees	54.88		54.88	
Computer Expense		1,499.94	(1,499.94)	
Copier Lease + Services	5,089.79	2,520.00	2,569.79	201.98 %
Office Supplies	3,167.24	2,999.97	167.27	105.58 %
Postage + Shipping	1,018.63	375.03	643.60	271.61 %
Professional Dues + Memberships	4,287.92	2,625.03	1,662.89	163.35 %
Software Subscriptions	6,749.87	749.97	5,999.90	900.02 %

GVRHA

Budget vs. Actuals: 2023 Budget - FY23 P&L

January - September, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Website Expense	2,212.45	4,875.03	(2,662.58)	45.38 %
Total Operating Expenses	23,789.02	19,485.00	4,304.02	122.09 %
Payroll Expense				
Salary Payroll Benefit Expense	31,947.45	54,983.97	(23,036.52)	58.10 %
Salary Payroll Tax Expense	14,638.63	26,983.53	(12,344.90)	54.25 %
Salary Payroll Wage Expense	248,788.68	251,835.03	(3,046.35)	98.79 %
Total Payroll Expense	295,374.76	333,802.53	(38,427.77)	88.49 %
Rent & Lease Expense	(403.00)		(403.00)	
Repairs + Maintenance	3,376.21		3,376.21	
Cleaning Expenses	(703.50)		(703.50)	
Repairs + Maintenance Labor	6,115.50		6,115.50	
Supplies + Materials	834.43		834.43	
Total Repairs + Maintenance	9,622.64		9,622.64	
SFOO Rehab Expenses	56.00		56.00	
Staffing Expenses	53.95		53.95	
Travel + Meals				
Hotels + Lodging	1,072.13	1,500.03	(427.90)	71.47 %
Meals	1,336.92		1,336.92	
Mileage Reimbursements	2,962.99	1,500.03	1,462.96	197.53 %
Travel Expense Other	1,488.89	2,250.00	(761.11)	66.17 %
Total Travel + Meals	6,860.93	5,250.06	1,610.87	130.68 %
Vehicle Expenses	510.16	2,625.03	(2,114.87)	19.43 %
Total Expenses	\$574,992.45	\$613,369.62	\$ (38,377.17)	93.74 %
NET OPERATING INCOME	\$64,528.53	\$14,086.17	\$50,442.36	458.10 %
Other Income				
Interest Earned	494.00	900.00	(406.00)	54.89 %
Rebates + Insurance Refunds	272.59		272.59	
Total Other Income	\$766.59	\$900.00	\$ (133.41)	85.18 %
NET OTHER INCOME	\$766.59	\$900.00	\$ (133.41)	85.18 %
NET INCOME	\$65,295.12	\$14,986.17	\$50,308.95	435.70 %



October 2023 Report

Prepared by Gesa Michel

CARE – Colorado Affordable Residential Energy

A state-run program assisting income-eligible households with free home energy assessments and eligible upgrades to improve a home's comfort, safety, and efficiency. Households are eligible when they are at 80% Area Median Income (AMI) income or less. We have a goal of servicing 37 homes in 2023.

Work through October

- CARE Applications Approved: 33
- CARE Assessments Completed: 29
- CARE homes Retrofitted: 22

GreenDeed program

A Town of Crested Butte – GV-HEAT partnership offering energy assessment, report, and upgrades to deed-restricted homes within town limits up to a total of \$5,000/per home. During this Year 3 of the we aim to service 20 homes. Because we had a long waitlist and capacity to serve more homes, we increased our goal from 12 to 20 homes in 2023.

- GreenDeed Assessments Completed: 20
- GreenDeed Retrofits Completed: 16
- GreenDeed Energy Savings Calculated and Disclosed: 16
- GreenDeed Phase II \$2,500 rebates sent to past participants for further weatherization electrification, or renewable energy investments: 5
- GreenDeed Applications Waitlisted: 7

Outreach and Funding in October

- 30 participants at Immigrantes Unidos 1st Friday of the month evening meeting to learn about GV-HEAT and the CARE program. Alex Wilson and past participant Rosa Hernandez (who also works at Gunnison County Health and Human Services) interacted about Rosa's CARE experience in both English and Spanish. Event was on Facebook live [Immigrantes Unidos de Gunnison](#). Event participants eagerly picked up info and application materials, as well as GVRHA t-shirts. (10/06/23).
- GV-HEAT feature article in the Gunnison Country Times (10/06/23).
- Participation and networking at MountainTowns 2030 Climate Solutions Summit, October 17-20, 2023 in Vail, CO <https://www.mt2030.org/our-work/mt2030-climate-solutions-summit-2023/>
- Distributed 30 GV-HEAT educational packets and letters in English and Spanish with clients visiting the Gunnison Country Food Pantry (10/18/23).
- Tabled at Food Pantry to inform about GV-HEAT and its programs (10/25/23 1-3pm)
- Received \$10,000 from Gunnison Home Association to assist 5-6 senior households with additional energy upgrade or needed home/infrastructure repairs in 2024 (10/28/23).

Gunnison Valley Regional Housing Authority

Executive Director Report

October-November 2023

Admin/PM

- Our Admin Assistant Bree is leaving at the end of November. Updated JD attached to be posted this week
- Lake City / Belmont MOU / SLP negotiations in process for LIHTC Application (Feb 1 2024 application deadline)
- Palisade acquisition has fallen through
- 2024 IGA still being reviewed by a few juris

Community Engagement/General Updates

Gunnison

- Met with Town Manager to discuss budget updates
- Received update from Frontierlands owner on ne

Gunnison County

- Sawtooth Open House hosted- Move-ins beginning this week
- Continued investigation of deed compliance at Paintbrush

Mount Crested Butte

- Homestead Open House conducted
- Homestead Compliance begun, violations being delivered to 2 households
- Evaluation of Honey Rick Ridge Development Affordable Housing Proposal

Crested Butte

- Worked with CB Staff to host community meeting for feedback on CB DRs and process
- ADU Deed Restriction compliance reporting beginning

Upcoming Events

- **November 9th** – Town of CB Community Housing Guidelines Meeting
- **November 9th** – Lazy K Open House- Final 140AMI units
- **November 10th** – Office Closed (Veterans Day)
- **November 16th** – VHF Wilson Property Design Workshop
- **November 16th** – Lazy K final Lottery
- **November 23-24th** -Office Closed (Thanksgiving)
- **December 5th** – Housing Task Force – Data that tells the Housing Story

2024 DRAFT Budget
9/11/2023 - GVRHA

	A	B	C	D	E	F
1	INCOME	2022 Approved Budget	2022 Year End	2023 Budget	2023 YE Estimated	2024 DRAFT Budget Working
2	Community Contributions					
3	County	93,500.00	93,500.00	128,500.00	128,500.00	128,500.00
4	City	58,750.00	58,750.00	93,750.00	93,750.00	93,750.00
5	Crested Butte	58,750.00	58,749.50	93,750.00	93,750.00	93,750.00
6	Mt. Crested Butte	58,750.00	58,750.00	93,750.00	93,750.00	93,750.00
7	Interest Income	0.00	987.00	1,200.00	845.85	1,200.00
8	Total Community Contributions	269,750.00	270,736.50	410,950.00	410,595.85	410,950.00
9						
10	Management Fees					
11	Anthracite Place Apts	16,250.00	16,209.98	17,000.00	17,000.00	17,000.00
12	Salary Reimbursement	25,248.00	25,186.50	28,277.76	28,277.76	31,671.09
13	Mountain View Apts MGMT Fee	20,500.00	33,058.78	22,000.00	22,000.00	22,000.00
14	Mtn View Ops Subsidy	25,000.00	16,666.31	26,000.00	26,000.00	26,000.00
15	Performance Incentive	7,100.00	7,686.67	7,200.00	7,200.00	7,200.00
16	Laundry		10.00			
17	Elk Valley Townhomes	16,380.00	13,650.00	20,000.00	20,000.00	20,000.00
18	GWSD	3,600.00		4,320.00	4,320.00	4,320.00
19	Paul Redden Units - VHF		1,500.00	12,060.00	12,060.00	12,060.00
20	The Ruby	12,000.00	7,000.00	12,000.00	12,000.00	12,000.00
21	Sawtooth MGMT Fee				4,596.00	37,152.00
22	Sawtooth 2 MGMT Fee					25,000.00
23	<i>Pallisades MGMT Fee</i>					
24	<i>Salary Reimbursement</i>					
25	Mineral Point Management Fee					
26	Salary Reimbursement					
27	Asset Management Fee					7,000.00
28	Housing Matters	8,400.00	0.00		0.00	
29	Project Fee Revenue		13,000.00			
30	Rental Application Fees		150.00			
31	Total Management Fees	134,478.00	134,118.24	148,857.76	153,453.76	221,403.09
32						
33	GV-HEAT Revenues	159,500.00	196,508.57		232,000.00	
34	Care Program			104,500.00		104,500.00
35	Green Deed			112,400.00		112,400.00
36	Energy Smart			5,100.00		5,100.00
37	Support Grants			10,000.00		10,000.00
38	Total GV-HEAT Revenue	159,500.00	196,508.57	232,000.00	232,000.00	232,000.00
39						
40	Administration Fees					
41	Section 8	0.00	955.24	0.00	0.00	0.00
42	Other: SFOO Rehab Fees	17,500.00	0.00	24,000.00	0.00	25,020.00
43	Other: SFOO DPA Fees	17,500.00		22,000.00	0.00	15,000.00
44	Total Administration Fees	35,000.00	955.24	46,000.00	0.00	40,020.00
45						
46						
47	Real Estate Desk Fee (Homeownership)	55,000.00		0.00	0.00	10,000.00
48	Development Fee Income				5,000.00	10,000.00
49	CBDG Program Income		0.00			

2024 DRAFT Budget
9/11/2023 - GVRHA

	A	B	C	D	E	F
50						
51						
52	TOTAL INCOME	653,728.00	602,318.55	839,007.76	796,049.61	925,573.09
53						

2024 DRAFT Budget
9/11/2023 - GVRHA

	A	B	C	D	E	F
54						
55	EXPENSES	2022 Approved Budget	2022 Year End	2023 Draft Budget	2023 YE Estimates	2024 Draft Budget
56	Accounting/Audit	26,000.00	34,030.00	15,000.00	21,000.00	30,400.00
57	Advertising & Marketing	3,000.00	6,166.23	5,000.00	1,500.00	3,500.00
58	Administrative Expense	4,600.00	25.00	4,000.00	0.00	2,000.00
59	Bank Fees	120.00	288.00	120.00	522.34	500.00
60	Computers		10,337.51			1,500.00
61	Hardware	500.00		1,000.00	0.00	1,000.00
63	Software Programs	0.00		1,000.00	3,500.00	5,190.00
64	Technical Support	600.00		1,000.00	262.50	1,000.00
65	Contracted Services				1,600.00	
66	Copier Lease	1,800.00	2,886.77	1,860.00	2,000.00	2,201.16
67	Printing Fees	1,500.00	0.00	1,500.00	2,000.00	840.00
68	Telephones	5,400.00	2,240.11	2,200.00	2,176.00	2,200.00
69	Insurance	9,000.00	7,088.01	14,000.00	10,996.33	14,000.00
70	Misc		16,000.00			
71	Legal Services	18,000.00	27,724.00	15,000.00	14,750.00	15,000.00
72	Office Supplies	4,000.00	5,557.10	4,000.00	2,700.00	3,000.00
73	Postage	900.00	969.73	500.00	468.48	500.00
74	Prof. Services/ Strategic Planning		1,447.70	15,000.00	1,500.00	15,000.00
75	Housing Assessment					20,000.00
76	Website hosting and mgmt	1,250.00	0.00	1,500.00	3,200.00	5,000.00
77	Rent Main Office	10,200.00	9,744.00	13,296.00	14,160.00	14,160.00
78	Rent Jail (CB Office)	2,650.00	4,913.26	4,500.00	4,100.00	2,160.00
79	Internet Main Office	3,500.00	1,898.45	2,280.00	1,773.65	1,140.00
80	Internet Jail	2,000.00	1,213.22	2,000.00	1,395.72	1,440.00
81	Dues & Memberships	4,000.00	3,823.00	3,500.00	3,900.00	4,000.00
82	Lodging	1,500.00	0.00	2,000.00	2,300.00	2,500.00
83	Education, Training, Conferences	6,100.00	7,325.91	15,000.00	3,064.00	12,000.00
84	Mileage	1,100.00	0.00	2,000.00	2,500.00	4,500.00
85	Staff Events					2,500.00
86	Auto Expense	1,500.00	470.89	3,500.00	750.00	2,500.00
87	Total Admin	109,220.00	144,148.89	130,756.00	102,119.02	169,731.16
88	<i>Programming</i>					
89	Deed Monitoring		1,891.39	12,000.00	0.00	0.00
90	GV-HEAT Expenses	159,000.00	165,227.92	222,000.00	222,000.00	222,000.00
91	IDF DPA	0.00	4,512.49		1,500.00	15,000.00
92	Total Programming	159,000.00	171,631.80	234,000.00	223,500.00	237,000.00
93						
94	Total Overhead	268,220.00	315,780.69	364,756.00	325,619.02	406,731.16
95						
96	Salary Payroll benefit	67,564.00	83,631.70	73,311.93	63,995.00	71,814.94
97	Salary Payroll Tax Expense	26,352.00	17,947.00	35,978.00	28,000.00	41,583.24
98	Salary Payroll Wage Expense	272,200.00	238,372.45	335,780.00	307,881.00	391,352.40
99	Total Payroll	366,116.00	339,951.15	445,069.93	399,876.00	504,750.58
100						
101	TOTAL EXPENSES	634,336.00	655,731.84	809,825.93	725,495.02	911,481.74
102						
103	NET INCOME/(LOSS)	19,392.00	-53,413.29	29,181.83	70,554.59	14,091.35

**2024 DRAFT Budget
9/11/2023 - GVRHA**

	A	B	C	D	E	F
104						
105	Program Expenditures	15,479.00		29,181.83	0.00	14,091.35
106	Tabor Reserves - 3% of Non Govt Exp	19,034.00		24,294.78	21,764.85	27,344.45
107	Fund Balance Beginning Year	340,603.00	647,158.00	801,740.00	801,470.00	872,024.59
108	Restricted Fund Balance Beg Year	19,498.00		19,498.00	10,000.00	19,498.00
109	Fund Balance End of Year	359,995.00	801,740.00	830,921.83	872,024.59	886,115.94
110	Fund Balance with APA Note	1,436,205.00		1,436,205.00	1,253,210.00	1,436,205.00

**THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

THIS THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 (“Gunnison County”); the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 (“Gunnison”); the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224; and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 (“Mt. Crested Butte”); (collectively, the “Parties”).

RECITALS

A. ~~The Pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government on July 10, 2012 the Parties entered into an Intergovernmental Agreement (the “Agreement”) establishing the Gunnison Valley Regional Housing Authority (the “Authority”).~~

B. ~~On August 22, 2017, the Parties entered into the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority (the “First Amendment”).~~

B. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

C. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments 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: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

D. Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

**ARTICLE I
ESTABLISHMENT OF AUTHORITY**

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the “Gunnison Valley Regional Housing Authority” (the “Authority”).

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Gunnison County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; (c) senior housing facilities; (d) administer housing voucher program funded through the U.S. Department of Housing and Urban Development or other similar programs; and (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b).

Section 1.3 Functions or Services. The functions and services of the Authority include but are not necessarily limited to the following:

- a. Advise local governments of the practical applications of local housing policy and infrastructure needs;
- b. Review development proposals and participate as appropriate;
- c. Facilitate partnerships to create housing;
- d. Allocate funds for eligible housing projects;
- e. Facilitate the establishment of a housing land trust;
- f. Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;
- g. Identify financing opportunities;
- h. Propose ballot initiatives;

Commented [DM1]: Should administration/monitoring of deed restrictions should be noted in this list of functions or services?
Commented [d2R1]: Thank you, this is a good addition.

- i. Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;
- j. Acquire land and obtain development approvals. Issue requests for proposals for private sectors and non-profit entities to build;
- k. Develop new for-sale or rental affordable housing;
- l. Rehabilitate existing housing;
- m. Manage affordable housing properties;
- n. Administer housing voucher program;
- o. Construct Infrastructure to serve affordable housing.

As a matter of policy, the Authority maintains documented strategic planning goals (“GVRHA Strategic Plan”) consistent with the functions and services that it provides which are updated from time to time by the Board of Directors of the Authority.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the 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 in this Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the parties. Further, the parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

**ARTICLE II
POWERS**

Commented [DM3]: Should there be a separation of the pay for service functions of the GVRHA such as property management for individual Parties or qualifications/sales of properties. To my thinking the direct expenses of those activities should be activities outside of the budget we collectively pay for. I know that the County and CB both have separate agreements for property management services - MtCB and CoG should not be funding those actions. Should this document reflect that?

Commented [d4R3]: We (GVRHA board) have discussed this recently. I think it is a good recommendation and we are working on how our budget can delineate the differences as to how this can be captured.

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means of families of low or moderate income;

b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

c. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;

d. To employ agents and employees and to set the salaries of same;

e. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

f. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

g. Only with the express prior written permission of the local government within which the subject property is located, 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, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;

h. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement.

i. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement.

j. To incur debts, liabilities, or obligations;

k. To sue and be sued in its own name;

l. To have and use a corporate seal;

m. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

n. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;

o. 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;

p. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation; and

q. 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 authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time.

r. 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.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

a. *Number and Qualification of Directors*. Each of the parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select an additional member at large. All members must be residents of Gunnison County, Colorado and shall have reached the age of 18 years on the effective date of their appointment.

b. *Term of Office*. Each board member who is an elected official shall serve a four year term expiring on January 31 following each year of a Presidential General Election or to the expiration of his or her term in office, whichever occurs first. Each appointed board member shall serve a two year term commencing on January 31 following each election held on the first Tuesday in November in each odd numbered year.

c. *Vacancies.* Vacancies other than by reason of expiration of terms shall be filled by the original appointing entity for the unexpired term.

d. *Resignation or Removal.* Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will at any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties devolving upon him or her as a director, he or she may be removed by the Board and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and the entity which appointed him or her.

e. *Compensation of Directors.* Directors shall receive no compensation for their services, but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq.*

g. *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article 1 of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary..

a. *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board. Each officer shall hold office until his/her successor shall have been duly elected

and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board whenever in the Board's judgment the best interests of the Authority will be served thereby.

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) *President:* The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) *Vice President.* In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iii) *Secretary.* The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iv) *Treasurer.* The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. [All checks written from an Authority bank account over \$10,000 shall

require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Commented [DM5]: I thought this was changing to give the ED more authority as signatory?

Commented [d6R5]: Yes, you are correct, thanks for catching that. It was discussed with our attorney, but its not reflected here. I will update that.

Section 3.3 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6 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. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- a. federal, state, local and private grants or donations;

- b. property management fees;
- c. rents or other lease income;
- d. interest on interest-bearing accounts;
- e. proprietary revenue of the parties in accordance with this Agreement;
- f. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
- g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
- h. revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

- a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
- b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Gunnison County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Gunnison County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority ~~for the first three (3) full calendar years~~, beginning on January, 2024~~13~~, in the total aggregate amount of Four Hundred and Nine Thousand Seven Hundred and Fifty (\$409,750) One Hundred Eighty Thousand 00/100 Dollars (\$180,000) for each year. The parties acknowledge that such funding may not be adequate to completely fund the Authority ~~for such years~~. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

- a. *Proportional Shares of Funding.* ~~For the year 2024~~~~The the~~ Parties agree that the responsibility for funding the ~~obligations-functions~~ set forth in section 4.51.3 herein, and identified through the GVRHA Strategic Plan as shared services, should be shared by the Parties in the following amounts:

Commented [JR7]: I believe this should be 1.3

Gunnison County	Ninety Thousand 00/100 Dollars (\$90,000) <u>\$128,500</u>
City of Gunnison	Thirty Thousand 00/100 Dollars (\$30,000) <u>\$93,750</u>
Town of Crested Butte	Thirty Thousand 00/100 Dollars (\$30,000) <u>\$93,750</u>
Town of Mt. Crested Butte	Thirty Thousand 00/100 Dollars (\$30,000) <u>\$93,750</u>

For the years 2025 and 2026, the total funding for the Authority shall be agreed upon annually by the Parties, by mutual agreement. In advance of annual funding commitments the Authority shall provide the parties with a written annual performance report by September 1 of each year. The written annual performance report shall include description and metrics of GVRHA performance against the schedule and workplan of the latest applicable GVRHA Strategic Plan adopted by the Board.

Commented [DM8]: Does it state somewhere that this IGA has a 3-year term?

Commented [d9R8]: It doesn't appear to be clear that is the intention. We will update it to better reflect a 3-year term.

Commented [DM10]: We had discussed in August trying to include some accountability and link to the strategic plan - here is my attempt. Please improve.

however, notwithstanding a yet to be determined total funding for each of these years, the Parties agree that the proportionate funding by the Parties shall be as follows:

<u>Gunnison County</u>	<u>31.36%</u>
<u>City of Gunnison</u>	<u>22.88%</u>
<u>Crested Butte</u>	<u>22.88%</u>
<u>Mt. Crested Butte</u>	<u>22.88%</u>

- b. *Payment Dates.* The parties shall pay their respective sums due to the Authority no later than January 30th of each year. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

Commented [DM11]: Crested Butte is invoiced and pays quarterly. If that is consistent practice the IGA should reflect that.

Commented [d12R11]: Some pay quarterly, some annually. We will edit it to reflect the option for either/or.

**ARTICLE V
AUTHORITY PROPERTY**

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

**ARTICLE VI
TERMINATION OR ADDITIONAL MEMBERS**

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. 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.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

7.3 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.

7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

7.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

7.8 Interpretation. Subject only to the express limitations 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) 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, the parties hereto have executed this Agreement the day and year set forth below.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Deputy Clerk to the Board

[Hap Channell](#), Chairperson
Date: _____

Approved as to form:

County Attorney

(SEAL)

CITY OF GUNNISON, COLORADO

_____, Mayor
Date: _____

Approved as to form:

City Attorney

(SEAL)

TOWN OF CRESTED BUTTE, COLORADO

_____, Mayor
Date: _____

Approved as to form:

Town Attorney

(SEAL)

TOWN OF MT. CRESTED BUTTE, COLORADO

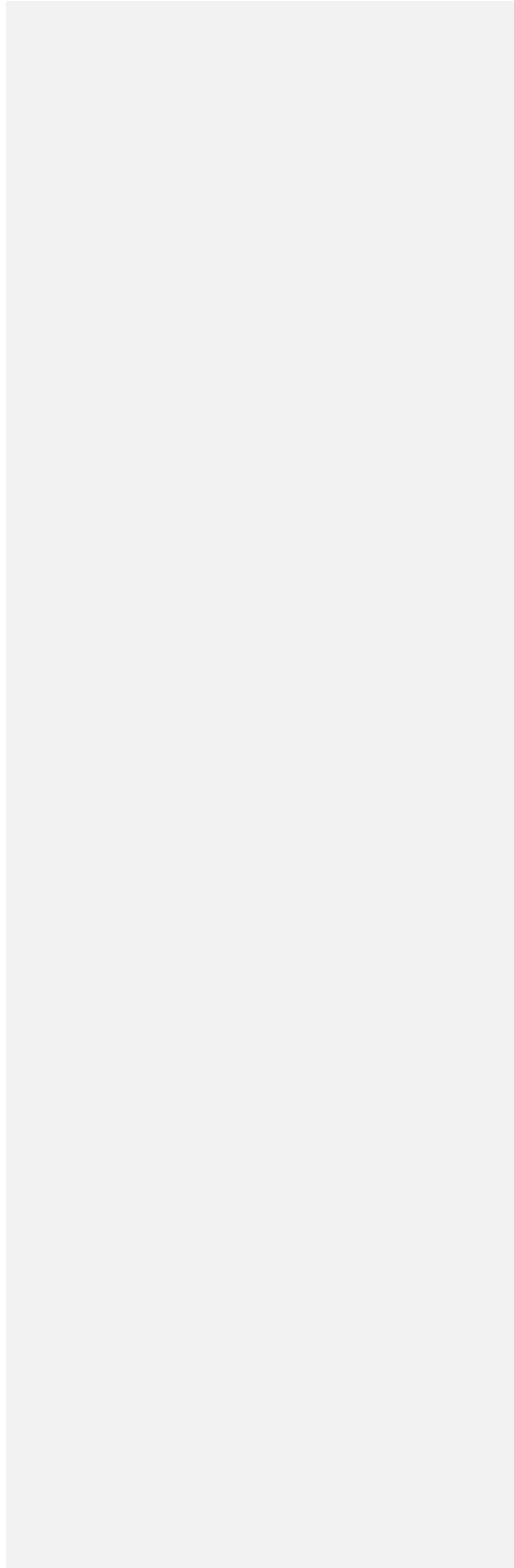
|

_____, Mayor
Date: _____

Approved as to form:

Town Attorney

DRAFT



Anthracite Place Apartments, LLC 2024 Draft Budget

	2023 Budget	2023 Year End Estimated	2024 Draft Budget	Y-o-Y Change	\$\$ per Unit
Income					
Application Fees	300	150	300	-	10
HAP Payments	5,600	11,441	5,600	-	187
Rental Income	287,351	244,639	312,631	25,280	9,578
Service/Fee Income (ERAP adjustments)		28,446		-	-
Total Income	293,251	\$284,676	318,531	25,280	\$9,775
Expenses					
53 - Minimum Distribution	5,500	-	5,500	-	183
Accounting Services	15,000	9,900	15,000	-	500
Advertising and Promotion	300	-	300	-	10
Bank Service Fees		35		-	-
CHFA Loan Interest / Debt Service	5,476	52,750	5,476	-	183
Contract Labor	15,000	2,800	15,000	-	500
Continuing Ed		1,100			
Fire Alarm Monitoring	6,000	650	6,000	-	200
Insurance Expense	1200	1,106	1200	-	40
Landscaping and Groundskeeping	750	500	750	-	25
Leasing Expense	2,500	1,402	2,500	-	83
Office Supplies	250	400	250	-	8
Painting & Turnover Expense	5,000		5,000	-	167
Postage and Delivery	120	50	120	-	4
Property Management Fees	17,575	16,738	17,575	-	586
Salary and Benefit Compensation	32,805	23,565	32,805	-	1,094
Repairs and Maintenance	15,000	20,348	15,000	-	500

	2023 Draft Budget	2022 YE	2023 Draft Budget	Y-o-Y Change	\$\$ per Unit
Cleaning		11,000	4,800		
Snow Removal	22,000	28,374	22,000	-	733
Expenses Continued					
Supplies	250	106	250	-	8
Telephone Expense	730	1,205	1,068	338	24
Trash Removal	7,360	9,511	9,000	1,640	245
Travel Expense	500	900	750	250	17
Utilities				-	-
Internet	660	420	420	(240)	22
Gas - Atmos	9,600	9,375	9,600	-	320
GCEA Electric	5,397	5,200	5,500	103	180
Water/Sewer	37,980	35,552	38,000	20	1,266
Total Utilities	62,477	62,269	64,588	2,111	2,083
Total Expenses	\$206,953	\$232,987	\$213,864	6,911	\$6,898
Net Operating Income (NOI)	\$86,298	\$51,689	\$104,667	18,369	\$2,877
Cash Flow (NOI - DS)	\$56,404	\$25,277	\$74,773	18,369	\$1,880
Debt Service (DS)					
CHFA Mortgage Payment Principle	19,764	16,890	19,764		659
Replacement Reserves	10,130	9,522	10,130		338
TOTAL Debt Service	\$29,894	\$26,412	\$29,894		\$996



Now Hiring - Administrative Assistant

The Gunnison Valley Regional Housing Authority (GVRHA) is now hiring for a Administrative Office Assistant. We are seeking someone to support our housing staff by answering phones, responding to emails, updating databases, supporting our program staff, bookkeeping assistance, and keeping our office running smoothly. This job is in-office, 30 hours per week. Starting pay at \$21/hour, higher for qualified bilingual (Spanish) candidates. Anticipated start date of December 1st.

Interested applicants can pick up an application at our office at 200 E Virginia Avenue in Gunnison, or online at www.gvrha.org

Principal Job Responsibilities

- Keep office space organized and running smoothly for all staff and visitors
- Answer and direct walk-ins, phone calls and email traffic
- Manage GVRHA Housing email
- Maintain all general office supplies and equipment
- Provide feedback for general housing availability questions
- Support GVRHA staff in processing applications and housing inquiries
- Maintain GVRHA Rental and Ownership interest lists
- Support bookkeeper with bill and payment processing
- Process portfolio loan payments
- Assist staff with filing, scanning, copying, mailing and emailing as directed
- Maintain all shared databases for GVRHA operations
- Support Executive Director in administrative operating duties
- Other duties as assigned

Candidates for this position will possess the following skills and experience:

- Self-starter, needs little oversight
- Organized and thorough attention to detail
- Knowledge of database use and manipulation
- Excellent communication skills (verbal and written)
- Bilingual ability (Spanish) highly desired
- Experienced in Microsoft Word and Excel
- Notary public license desired but not required
- Valid driver's license & reliable transportation





GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

Employment Application

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Social Security No.: _____ Desired Salary: \$ _____

Position Applied for: _____

Are you a citizen of the United States? YES NO If no, are you authorized to work in the U.S.? YES NO

Education

High School: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Diploma: _____

College: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Degree: _____

Other: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Degree: _____

References

Please list three professional references.

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____
Full Name: _____ Relationship: _____
Company: _____ Phone: _____
Address: _____

Previous Employment

Company: _____ Phone: _____
Address: _____ Supervisor: _____

Job Title: _____ Starting Salary:\$ _____ Ending Salary:\$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Company: **N/A** _____ Phone: _____

Address: _____ Supervisor: _____

Job Title: _____ Starting Salary:\$ _____ Ending Salary:\$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Company: **N/A** _____ Phone: _____

Address: _____ Supervisor: _____

Job Title: _____ Starting Salary:\$ _____ Ending Salary:\$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Military Service

Branch: _____ From: _____ To: _____

Rank at Discharge: _____ Type of Discharge: _____

If other than honorable, explain: _____

DRIVER'S LICENSE INFORMATION

Do you have a valid Driver's License? _____ Yes _____ No Date of Birth: _____

State: _____ Class: _____ Number: _____ Expires: _____

BACKGROUND QUESTIONS

Have you ever applied for a position with the GVRHA before? ___ Yes ___ No Position _____

Have you ever been fired from a job or asked to resign? ___ Yes ___ No
If yes, please describe the circumstances: _____

If employed by the GVRHA, do you expect to be engaged in any additional business or employment outside of the GVRHA position? ___ Yes ___ No
If yes, please explain: _____

Have you ever been convicted of any law violation other than a minor traffic violation? ___ Yes ___ No
If yes, please explain: _____

AFFIDAVIT

PLEASE READ THIS CAREFULLY BEFORE SIGNING

I certify that all information provided in this employment application is true and complete. I understand that any false information or omission may disqualify me from further consideration for employment and may result in my dismissal if discovered at any later date.

I understand that the GVRHA may conduct an extensive and thorough background investigation. Authorize the investigation of any or all statements contained in this application. I also authorize, whether listed or not, any person, school, current or past employers, law enforcement authorities and other organizations to provide relevant information on opinions that may be useful in making a hiring decision. I release such persons and organizations from any legal liability for any damage whatsoever for making such statements.

I understand the use of illegal drugs is prohibited during employment and that any substance or alcohol use while on GVRHA work time is prohibited. I may be required to successfully pass a drug and alcohol screening examination prior to being hired, and I consent to taking a drug and alcohol test at any time during my employment, should I be hired.

I understand that this application, verbal statements by management, or subsequent employment does not create an express or implied contract of employment nor guarantee employment for any definite period of time. Only the GVRHA Executive Director has the authority to enter into an agreement of employment for any specified period and such agreement must be in writing and signed by the GVRHA Executive Director and the employee. If employed, I agree and acknowledge that the GVRHA Executive Director, with or without cause and with or without notice, can terminate my employment with the GVRHA at any time.

I further certify that I have read and understand the instructions, conditions and other information provided in this document.

Signature _____ Date _____