



CITY COUNCIL WORK SESSION

448 E. 1st Street, Room 190 Salida, Colorado 81201

January 31, 2022 - 6:00 PM

AGENDA

Please register for the City Council Work Session

<https://attendee.gotowebinar.com/register/8054749917914710285>

After registering, you will receive a confirmation email containing information about joining the webinar.

DISCUSSION ITEMS

- [1.](#) Bringing Everyone Together through the Crisis of Housing Presentation
- [2.](#) Open Doors Program Discussion
- [3.](#) Golf Course Presentation



**Bringing
Everyone
Together through the
Crisis of
Housing**

Our vision is for people of the community to be able to find housing at an affordable price and to assist people in navigating through the challenges and problems of renting in this community.

Board of Directors Item 1.



- Cory 'Salty' Riggs
- Liz Weiss
- Rikki Boucher
- Rachel Link
- Joey Rovinski
- Azaria Noud
- Brandon Becker
- Becca Hauser

- Fundraising Committee
- Affordable Housing Subsidy Grant Committee

Thanks to our generous sponsors



There is plenty of assistance for low income workers, but the majority of the workforce makes too much money to qualify

Item 1.

- Average rental rates are \$1,200 per month and not affordable to anyone making 100% AMI
 - Frontline workers are hit particularly hard by the pandemic. It is their direct responsibility to keep the community safe by missing work whenever they have any symptoms, are getting tested, and quarantining.
- This is a major financial strain on an already cost-burdened demographic.

Rental Subsidies



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- Recipients will be selected by our Affordable Housing Subsidy Grant Committee
- All subsidies will be determined by the Affordable Housing Subsidy Grant Eligibility, Selection, and Preference Criteria
- Based on HUD guidelines, on average, \$250 - \$500 will be awarded per household

**We are asking you
for funding for rental
subsidies.**





What is a safe outdoor space?

- A public health approach to managing the covid epidemic in our town while supporting our workforce
- A self sustaining private campground in town
- Relief for the downtown parking burden
- Incentivize camping tourists to stay in town which brings revenue to downtown businesses
- An outdoor sheltering model for Chaffee County employees.
- 24 hour paid staff



More information on **SAFE OUTDOOR SPACE**



SALIDA NEEDS

Item 1.

SAFE OUTDOOR SPACE



**BRINGING
EVERYONE
TOGETHER THROUGH THE
CRISIS OF
HOUSING**



Camp in Downtown Salida

Open May - August

- Closed one hour daily for sanitation and maintenance
- negative rapid test required prior to entry
- Walking distance from downtown restaurants, shopping and amenities

\$5 DAY USE FEE

**\$40 DAILY
CAMPING FEE**

Reduced to \$5 with recent
paystub from Chaffee
County



Resources

- Camp Host
- Bathrooms
- Hand Sinks
- Showers
- Covid Tests
- Trash
- Drinking Water
- Electricity
- Internet
- Bike Racks

We need Community, City and County Support

Land

We need help finding land and obtaining necessary permits.

Covid Tests

We need rapid covid tests for every guest daily upon entry.

Funding

We need funding to get the project started. All proceeds from the campground go towards rental subsidies for the workforce.

Volunteers

We will provide campground management and hire a camp host to live on the property.

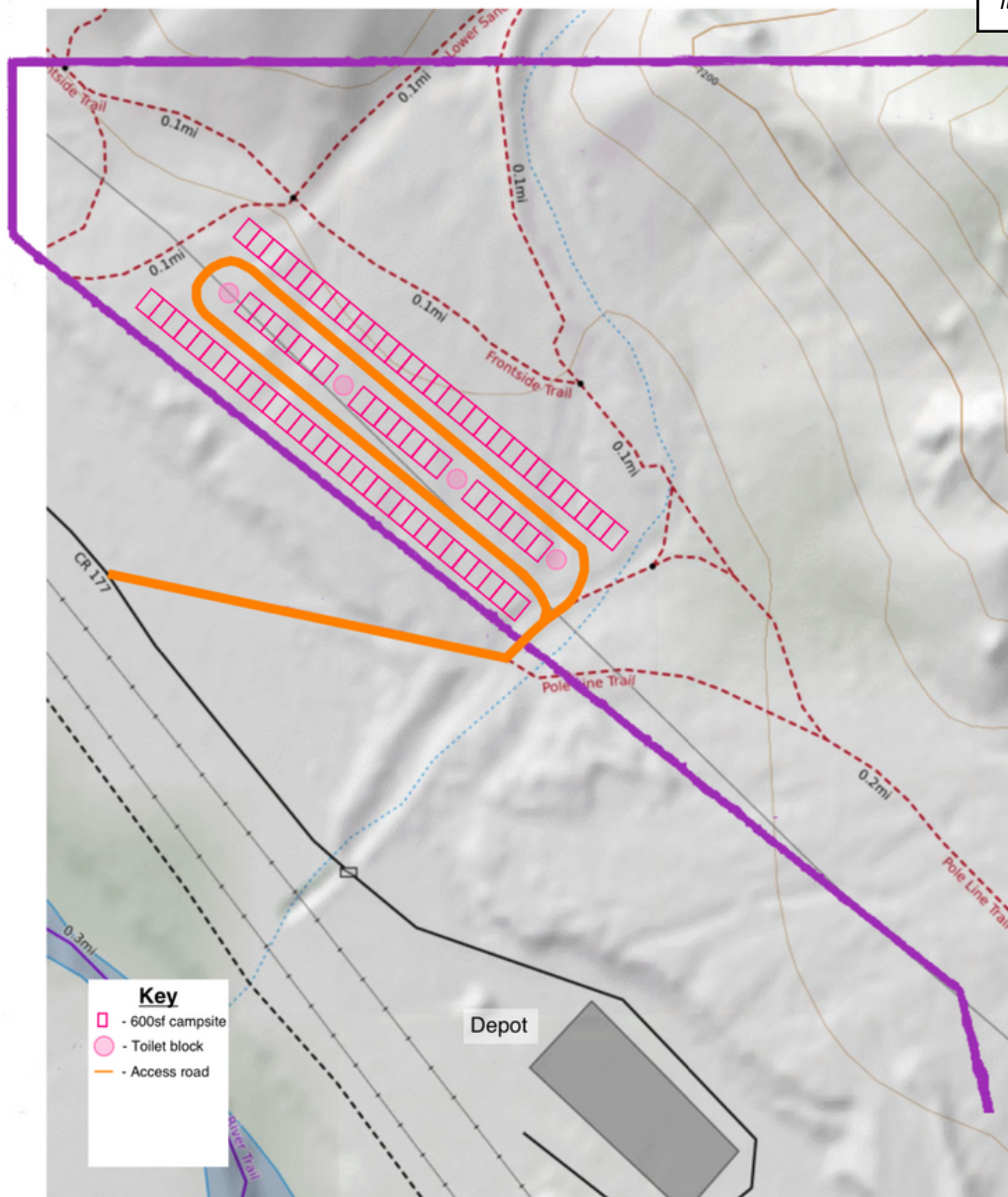


Salida needs Safe Outdoor Space!

80 CAMPSITES

4 SANITATION STATIONS

ON CITY LAND



Mercator Projection
 WG584
 UTM Zone 13S
 CALTOPO

0.1 0.2 km
 0.1 mi
 Scale 1:1905 1 inch = 159 feet



MN
 8.2°

Safe Outdoor Space - A temporary workforce housing solution for the Salida 2022 Summer Season.

Did you know that an estimated 30% of summer service industry workers in Salida sleep in their cars on the street because they can't afford housing?

"It's common for my summer employees to come in an hour early before their shift to wash up in the restroom or charge their phones because they are living out of their car."

| | | | |
|--|--|--|---|
| Housing for up to 40 employed Individuals in Chaffee County from May 1 - August 31, 2022 | Provide a stable workforce for local businesses that depend on summer revenue. | Relieves downtown parking burden by offering a campground walking/biking distance. | Campground model offers a safe solution for the service industry workers. |
|--|--|--|---|

Project Budget for 4 months of Operation

Expenses

| | | |
|---|--|-------------------|
| Campsites | Picnic Tables for charging station, site marking, signage | \$5,000 |
| Fencing | Perimeter fencing to ensure entry of registered campers. | \$1,400 |
| Internet | Wifi Service for campers to access internet at campground | \$500 |
| Porta Potties & Handsinks | Rental and servicing for 4 months ensuring low infrastructure of campground | \$4,000 |
| Shower Trailer | Rental and servicing for 4 months to ensure low infrastructure of campground | \$4,000 |
| Electricity | Cost of metered electricity, generator, or solar gazebo dependent on site specifications | \$1,000 - \$4,000 |
| Health & Safety | COVID Tests for new guests and regular testing for high risk service industry population, Cleaning supplies. | \$2,000 |
| Insurance | Liability coverage for the temporary campground | \$600 |
| Trash | Trash service for 4 months | \$600 |
| Rent | Site fees paid to landowner for use of land 4 months | \$2,000 |
| Camp Host | \$1,500/month for camp host to check registrations or contracting with cmp ground management company | \$6,000 |
| Water Hauling | Dependent on site specifications | \$ |
| Total Project Cost for 4 Months of Operation | | \$30,000 |

Income

| | | |
|---|---|-----------------|
| Discounted Fees | \$5/day for campers with a recent Chaffee County paystub for 90% of spaces. | \$21,600 |
| Standard Fees | \$40/day for traditional campers for 10% of the spaces. | \$19,200 |
| Local Business Sponsors | Sponsorships offering businesses designated sites for their employees. \$600/spot | \$2,000 |
| Charitable Grants | Charitable grant funding from private foundations or nonprofit organizations for housing crisis and workforce support | \$18,000 |
| Government | Government Grants for Crisis Housing and workforce support | \$10,000 |
| Seed Funding for Project's First Year | | \$30,000 |
| Camping Fee Revenue held in reserve to Operate Sustainably in Year 2 and expand campground | | \$40,800 |

FAQ

- Why is this needed? Due to the housing crisis and the global pandemic the workforce is struggling. Camping is our emergency housing in the current environment. The BLM and Forest service are redesigning their recreation plans and eliminating over 50% of our emergency housing. Meanwhile, the frontline workers are sleeping in their cars downtown in front of businesses, taking bird baths before work at their jobs, and dealing with the mental burden of keeping devices charged and making \$15 an hour. They cannot afford the extra costs of covid tests, quarantining, and any of the other duties that are required of them to keep the community safe.
- Can't businesses just pay more? The average take home pay of a server in Salida is \$15/hour. This is above the national average. When average rent is \$1,200 per month, individuals need to work 240 hours a month to afford a one bedroom apartment.
- Will this attract crime? Currently, employees are parking on the streets, in alleys and in other spots which puts them at risk for crime and poses hazards for the community. The campground model offers affordable, safe, parking sites for employed individuals through a registration process.
- Will the campground become a party spot? The campground will have the same rules and regulations as a commercial campground and campers must abide by to stay. Their camping privileges will be revoked if they do not follow the campground rules in regards to noise, alcohol, littering, etc.
- Why not make it free? Our philosophy is that paying a small fee allows the workers taking advantage of the campground discount to invest in a solution for themselves and others while preserving the value of the services offered. The fees, though nominal \$150/site/month, will provide a sustainable source of funding for this project in the future. Solidarity not charity.

This is just an idea, we need help to make it a reality...

This project could provide rental subsidies for the workforce

We need

- **land for 4 months**
- **project funding \$50,000**
- **Expedite major impact review**

80 campsites

- 1/2 reserved for workforce
- $40 \times 5 = \$200$ day
 - $\times 30 = \$6,000$ month
 - $\times 4 = \$24,000$

tourists

- $40 \times 40 = \$1,600$ day
- $\times 30 = \$48,000$ month
- $\times 4 = \$192,000$

Thank you for your time



CITY COUNCIL WORK SESSION MEMO

| | | |
|--|--|---------------------------------|
| DEPARTMENT Community Development | PRESENTED BY Bill Almquist - Community Development Director Becky Gray – Chaffee Housing Authority Miriam Luna Gonzalez - City of Salida Management Fellow | DATE January 31, 2022 |
|--|--|---------------------------------|

ITEM

“Open Doors” Long-Term Rental Incentive Program

BACKGROUND

In the last two years the city has seen a substantial housing shortage for local workers. The Open Doors program aims to immediately increase the number of long-term rental units available to the City’s workforce by offering financial incentives to owners of short-term rental (STR) units, vacation homes, and other “vacant” units to make such a conversion. Considering the numerous existing short term rental licenses and the overall 16.4% unit vacancy rate in our county (2020 U.S. Census), the program has the potential to “open doors” for a considerable portion of the local workforce.

ANALYSIS

Programs like The Short-Term Fix in Winter Park and Lease to Locals in Summit County have also set out to offer incentives to property owners who convert their short-term rental property into long-term workforce housing. So far the Lease to Locals has been successful in converting 29 short-term rentals into long-term rentals and housing 56 local workers.

The initial objective of the City of Salida’s Open Doors pilot program, in conjunction with the Chaffee Housing Authority (CHA), is to enroll 10 units that will be solicited through direct outreach and marketing to STR license holders and others. Interested Salida-area businesses will apply to the program and their employees will be eligible to apply to be a tenant of the program. The CHA will serve as the master lessee and businesses will be required to have some “skin in the game” by paying an administrative fee of \$250 per employee per month of the lease. These funds will be used to help fund administrative overhead, including but not limited to: background checks and rental references, housing inspections, handling of rent payments, etc. Leases are anticipated to be available for six (6)-, nine (9)-, and twelve (12)-month terms beginning Spring 2022.

The eligibility of “host” units will be determined by a variety of factors, not the least of which will be the nature of their usage approximately over the past year. Homeowners/hosts will set the rent levels for their units, to be negotiated with CHA, and a per-term incentive will be paid to those hosts at the end of the lease (via the CHA), per the following:

| | 6-month lease | 9-month lease | 12-month lease |
|-------------|---------------|---------------|----------------|
| 2 Bedrooms | \$4,000 | \$7,000 | \$10,000 |
| 3 Bedrooms | \$5,000 | \$8,000 | \$12,000 |
| 4 Bedrooms+ | \$6,000 | \$9,000 | \$14,000 |



CITY COUNCIL WORK SESSION MEMO

| DEPARTMENT | PRESENTED BY | DATE |
|-----------------------|---|------------------|
| Community Development | Bill Almquist - Community Development Director Becky Gray – Chaffee Housing Authority Miriam Luna Gonzalez - City of Salida Management Fellow | January 31, 2022 |

In order to assure that the CHA will be able to pay such incentives in full, there is an anticipated upfront request for up to \$140,000, plus an additional request of \$100,000 in seed-funding to guarantee the master leases. These funds will both, individually, be handled by the Chaffee Housing Authority.

City and Chaffee Housing Authority staff appreciate City Council's feedback on the Open Doors program, with the intention of bringing forth a formal request to the February 15th City Council Regular meeting.

DRAFT

- I will consider keeping tenants for a longer term if the Open Doors program brings successful outcomes to me
- I would consider waving the Open Doors program's incentive so that another house can be added into the program.
- I would like to interview the tenant candidate
- I will have CHA (Chaffee Housing Authority) interview candidates on my behalf

Please provide any additional information that would be helpful?

- I understand CHA will conduct background and sex offender registry checks on all tenants applicants.

I attest all information below is accurate Signature: _____

DRAFT

Open Doors *Employers* Application

Employers Information

Business Name: _____

Telephone Number: _____ Email: _____

Business Address: _____

Street

Ste.

City State

Zip

Employers Personal Contact Information

Name: _____

First

Last

Middle

Emergency contact other than what is stated above: _____ Email: _____

What is the nature of your business? _____

Open Doors Questions

Total employees: _____ Number or approximately % of employees experiencing housing challenges: _____

Name of employee being referred: _____

Contact phone number: _____ Email: _____

Length of employment Mo/Yr: _____

Name of employee being referred: _____

Contact phone number: _____ Email: _____

Length of employment Mo/Yr: _____

Name of employee being referred: _____

Contact phone number: _____ Email: _____

Length of employment Mo/Yr: _____

- I will notify Chaffee Housing Authority if employee is terminated or resign within *3 business days*.
- I agree to distribute Open Doors marketing material to my employees.
- I will be referring tenants to Open Doors.
- I understand that if one of my employees becomes a tenant through the Open Doors program, I will contribute *\$250 per employee per month* for the duration of the lease (CHA will provide a final contract when employee is paired with housing).
- I attest that I understand the program and the information provided above is accurate.

Signature: _____

DRAFT MASTER LEASE AGREEMENT

This lease agreement is made and entered into as of the ____ day of _____, 2022, at Salida, Colorado, by and between CHAFFEE HOUSING AUTHORITY, a multijurisdictional housing authority duly authorized to do business in the State of Colorado, hereinafter called "Lessee," and LANDLORD Property Management, hereinafter called "Lessor."

ARTICLE 1

Demise, Description, Use, Term and Rent

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, those certain properties, hereinafter called the "leased premises," situated in Salida, Colorado, commonly known as

_____; to be used only as a residential property and in accordance with uses normally incident thereto and for no other purpose, for a term commencing _____ and ending on _____ unless modified before that date by mutual consent, for rental amount as specified in Article 2.

ARTICLE 2

Rent

Lessee shall pay Lessor at _____, as rent for the leased premises, a sum determined annually in advance of the beginning of lease period. The amount charged shall be _____, to be paid in equal monthly amounts of _____.

All payments due under the lease shall be payable without prior demand on the 1st day of each calendar month for which rent is paid, continuing thereafter until termination of this lease. The rent payment shall be due regardless of whether Lessee has members in occupancy of the premises.

Penalty for late payment. There shall be a five-day grace period for the receipt of funds for rent. After this grace period Lessee shall pay an additional amount of two dollars (\$2.00) per member, which shall offset the cost of penalties, lost interest, and staff time incurred by the lessor due to the delay in payment.

ARTICLE 3

Fire and Casualty Damage

Lessee shall give immediate notice to Lessor of fire or other casualty at the Property.

In the event the Property shall be damaged or destroyed in whole or in part by fire and other casualty, Lessor shall have the right, but not the obligation, to terminate this Lease by giving written notice to the Lessee of its election to terminate, notice to be given within ninety (90) days after the occurrence of the damage or destruction. Upon the third day after notice is given, Lessee shall vacate and surrender the Premises to Lessor, without prejudice, however, to Lessor's rights and remedies against Lessee under the Lease prior to termination, and any rent owing shall be paid through such date.

If the fire, casualty, repairing or rebuilding of the Property shall render the Property untenable, and if the fire or other casualty occurred without the negligence or willful act of Lessee, its agents and invitees, a proportionate reduction of the annual rent due thereafter shall be allowed from the date of the occurrence of such casualty until the date Lessor completes the repairs to the Property or, in the event Lessor elects to terminate this lease, until the date of termination. Such reduction shall be computed on the basis of the ratio which the floor area of the Property rendered untenable bears to the habitable

floor area of the Property. Lessor shall not be liable for any delay in the repair or restoration of the Property.

Tenant acknowledges that Lessor will not carry insurance on Tenant's personal property, furniture, and improvements, and agrees that Lessor will not be obligated to repair any damage or replace the same.

ARTICLE 4 Property Management -- Lessee's Obligation

Item 1- CHAFFEE HOUSING AUTHORITY agrees to take responsibility for most aspects of the property management, including recruitment of individual tenants, day-to-day maintenance and repairs, and security, and to hold Lessor harmless therefrom. Lessee shall never take responsibility for any work relating to the property's roof, foundation, or major mechanical components.

Item 2- CHAFFEE HOUSING AUTHORITY agrees to maintain at least _____ contracted residents of the premises at all times, unless a lower number of members agree to pay an equivalent amount of rent.

Item 3- CHAFFEE HOUSING AUTHORITY shall during the term hereof pay all charges for water and sewage, gas, and electricity used in or on the leased premises and for the removal off rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability thereof.

Item 4- CHAFFEE HOUSING AUTHORITY agrees to require that all residents of the premises have been referred by employers participating in the Open Doors pilot program, in partnership with Chaffe Housign Authority and the City of Salida.

Item 5- CHAFFEE HOUSING AUTHORITY agrees to keep the leased premises in good order and repair, at a standard equal to the condition of the property upon execution of this Master Lease.

Item 6- CHAFFEE HOUSING AUTHORITY shall not undertake any repair or maintenance tasks; however, Lessee is expected to report all major maintenance problems on a timely basis, and to correct all minor problems as necessary.

Item 7- CHAFFEE HOUSING AUTHORITY may not undertake, or contract to undertake, any structural or use changes without the express consent of lessor.

Item 8- CHAFFEE HOUSING AUTHORITY agrees not to commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased for any unlawful purpose.

ARTICLE 5 Lessor's Obligation

Item 1- LANDLORD Property Management agrees to send an agent to visit the premises on at least an annual basis.

Item 2- LANDLORD agrees to maintain property insurance and loss of rent insurance for the premises, and to pay property taxes on a timely basis.

Item 3- LANDLORD agrees to make a yearly maintenance needs assessment of the property.

Item 4- LANDLORD takes responsibility for approving and assisting the CHAFFEE HOUSING AUTHORITY as necessary to arrange major maintenance projects, and funding them through the maintenance budget established by the Lessor for this property.

ARTICLE 6 Security Deposit

A total security deposit of \$_____ will be provided by the Lessee to the Lessor. The security deposit shall be returned to lessee within 30 days of the end of this lease.

ARTICLE 7 Quiet Possession

Lessor shall, on the commencement date of this lease place Lessee in quiet possession of the leased premises and shall secure it in the quiet possession thereof against all persons claiming the same during the entire lease term and any extension thereof.

ARTICLE 8 Extension

This agreement may only be extended by agreement of both parties, in writing, at least ninety (90) days prior to the end of the lease.

ARTICLE 9 Surrender of Premises

Lessee shall, without demand and at its own cost and expense before expiration or earlier termination of the term of this lease or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which by the terms of this Lease it is permitted to remove; and repair all damage to the leased premises caused by such removal. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor in its sole discretion sees fit.

Lessee agrees to and shall, on expiration or earlier termination of the term hereof or of any extended term hereof, promptly surrender and deliver the leased premises to Lessor without demand therefor in good condition, ordinary wear and tear excepted.

ARTICLE 10 Condemnation

If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

If less than all of the lease premises shall be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not necessarily terminate but Lessor shall forthwith at its sole option and expenses, restore and construct the building and other improvements, situated on the leased premises, provided such restoration and reconstruction shall make the same reasonably

tenantable and suitable for the uses for which the premises are leased. The rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably.

ARTICLE 11
Defaults and Remedies

It is hereby agreed that in any proceeding or effort by Lessor to obtain relief and remedy of Lessee's default under this lease, Lessee shall be liable for Lessor's actual costs in such proceedings or other efforts, including actual, reasonable attorney fees.

ARTICLE 12
Inspection by Lessor

Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building, or any other legitimate purpose. Lessor will provide Lessee appropriate notice of Lessee's intent to enter into and/or inspect the property.

CHAFFEE HOUSING AUTHORITY agrees to make arrangements for a complete inspection of the building by a representative of LANDLORD at any time upon two days notice. A CHAFFEE HOUSING AUTHORITY representative shall accompany the LANDLORD representative on all such complete inspections.

ARTICLE 13
Assignment and Sublease

Lessee shall sublet only to households referred to the Open Door pilot program by participating employers. It is expressly understood that Lessee is required to use its best efforts to keep the premises fully leased to qualified tenants, as set forth more particularly in the following paragraphs:

"Subleases" shall mean any and all lease, subleases, or other agreements (written or oral, now or hereafter in effect) which grant a possessory interest in or the right to use a portion of the premises, except for this lease by which CHAFFEE HOUSING AUTHORITY is granted a possessory interest in the premises. "Sublessees" shall mean those who enter into sublease.

"Rents" shall mean the immediate, absolute, and continuing right to collect and receive all of the rents, income, revenues, and profits to which CHAFFEE HOUSING AUTHORITY is now or may hereafter become entitled, or may demand or claim, arising from the Subleases or from the premises (or any part thereof), subject only to the limited license granted below to CHAFFEE HOUSING AUTHORITY.

CHAFFEE HOUSING AUTHORITY for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, assign, and transfer the Subleases and the Rents to LANDLORD, to have and to hold the Subleases and the Rents unto LANDLORD forever, and CHAFFEE HOUSING AUTHORITY does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Subleases and the Rents unto LANDLORD against every person whomsoever lawfully claiming or to claim the same or any part thereof. Provided that CHAFFEE HOUSING AUTHORITY is not in default under this lease or any of the Subleases, LANDLORD grant to CHAFFEE HOUSING AUTHORITY a limited license ("License" to collect all the Rents, and to then turnover that portion monthly required under this lease.)

CHAFFEE HOUSING AUTHORITY warrants and represents to LANDLORD that:

CHAFFEE HOUSING AUTHORITY has good title to the Subleases and Rents and has full right, power, and authority to assign the Subleases, and Rents, and no other person (natural or otherwise) has any right, title, or interest therein.

CHAFFEE HOUSING AUTHORITY has duly performed all its obligations and warranties under the Subleases; the lessees under the Subleases are not in material default of any of the terms of the respective Subleases; the Subleases are valid and in full force and effect.

CHAFFEE HOUSING AUTHORITY agrees to indemnify LANDLORD Property Management for any and all damages arising from breach of the above warranties and representations.

Sublease provisions:

Item 1- From and after the initial date of this lease, CHAFFEE HOUSING AUTHORITY shall require that each and every Sublessee agree in writing, as a precondition of occupancy of the premises, that (1) he or she understands that the premises are owned by LANDLORD, (2) that the Sublease will be assigned to LANDLORD in the event that CHAFFEE HOUSING AUTHORITY is in default under its lease with LANDLORD, and that in such event the Sublessee shall deliver future monthly rent payments to LANDLORD. Sublessee shall agree to submit such payments in timely fashion, as directed by LANDLORD.

Item 2- CHAFFEE HOUSING AUTHORITY shall not permit any occupancy or residence of the premises except pursuant to a written lease or agreement.

Item 3- CHAFFEE HOUSING AUTHORITY shall not pledge, assign, or encumber any present or future Subleases, except as provided herein.

Default:

Upon default in this lease, LANDLORD shall have the right, power, and authority, then or thereafter, to exercise and enforce any or all of the following rights or remedies, and any others permitted by law:

To terminate the Lease and then without taking possession of the premises, in CHAFFEE HOUSING AUTHORITY name, to demand, collect, receive, sue for, attach and levy the Rents, or to do so after taking possession of the premises, or to do so in the name of LANDLORD Property Management;

To declare all the rent due under this lease immediately due and payable, upon seven (7) days written notice;

To take possession of, manage, and operate the premises, and to make, modify, enforce, and cancel or accept surrender of any sublease (or future sublease), to apply Maintenance/Capital Improvement accounts funds to amounts in default, and otherwise to do any act which LANDLORD may deem reasonably necessary to protect the status and value of the premises.

CHAFFEE HOUSING AUTHORITY assignment of the Subleases of LANDLORD does not relieve CHAFFEE HOUSING AUTHORITY of any responsibility set out in this lease or the Subleases, and is for the purpose of LANDLORD's security only. LANDLORD's acceptance of the above-described assignment of Subleases and rents shall not obligate LANDLORD to assume any obligation under any Sublease, nor shall LANDLORD be liable in any way for any injury or damage to persons on or about the premises. CHAFFEE HOUSING AUTHORITY agrees to indemnify and hold LANDLORD harmless from such premises liability, and from all liability which may be incurred by reason of the assignment of Subleases or Rents.

Assignment by Lessor

Lessor expressly retains the right to assign any or all of its interest under the terms of this lease.

ARTICLE 15
Indemnification

Lessee, at its expense, shall indemnify and defend Lessor, its licensees, servants, agents, employees and contractors, from any loss, damage, claim, liability or expense, (including attorney fees) of any kind, type or description, including without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up arising directly or indirectly out of or in connection with the condition of the Property, the use or misuse thereof by Lessee or licensees, servants, agents, employees or contractors, the failure of Lessee to comply with any covenant of this Lease, or any other event on or relating to the Property, whatever the cause.

ARTICLE 16
LESSEE'S PROPERTY ON PREMISES AT LESSEE'S RISK

All personal property of any kind or description whatsoever upon or in the said premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage either to person or property sustained by the Lessee's, or other persons, particularly by individual members of Lessee, or for damage or loss suffered by the business or occupation of the Lessee due to the building or any part thereof becoming out of repair or arising from any acts or neglect of co-Lessees or other occupants of the building, or of other persons, or from bursting, overflowing or leaking of water, sewer or steam pipes, or from the heating or plumbing fixtures, or from electrical wires, or from gas, or odors, or caused in any other manner whatsoever.

ARTICLE 17
POST-DEFAULT PAYMENTS

No payment of money by the Lessee to the Lessor after the termination of this lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall reinstate, continue or extend the terms of this lease or affect any notice given to the Lessee prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending a suit or any judgment previously obtained.

Proceeds

Proceeds from any fire or casualty policy or policies shall be payable to the Lessor, who shall use such proceeds to make repairs as provided in Article 4.

ARTICLE 18
MISCELLANEOUS

Notice and Addresses

All notices provided to be given under this agreement shall be given by first class mail, addressed to the proper party, at

Lessor: ADDRESS HERE

Lessee: Chaffee Housing Authority
P.O. Box 699
Salida, Colorado 81201

Parties bound

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and also to their assigns when permitted by this agreement.

Applicable Law

This agreement shall be construed under and in accordance with the laws of the **State of Colorado**.

Legal Construction

In case any one or more of the provisions contained in this lease shall for any reason be hold to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Further, the bold-faced headings provided in this Agreement are for convenience in identifying the subject matter and are not to be used in interpreting the intent, meaning or effect of any clause of this agreement. This lease is to be construed to include an explicitly covenant of good faith and fair dealing between parties, each having as their ultimate goal the advancement of cooperative housing.

Sole Agreement of the Parties

This agreement constitutes the entire Agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

No Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other of the same or any other term, condition, or covenant contained herein.

Time of Essence

Time is of the essence of this agreement.

Exculpation of Lessor

If Lessor shall convey title to the leased premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance, except as same may violate the Lease or Purchase Agreement of even date between these two parties. This lease shall be subordinate to all loan agreements connected with this property.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

Witness:

Lessor: _____

By: _____

Its: _____ Date: _____

Lessee: **CHAFFEE HOUSING AUTHORITY**

By: _____

Its: _____ Date: _____

SUBLEASE AGREEMENT

This **Sublease Agreement** is made between Chaffee Housing Authority ("CHA"), individually or collectively as the "Sublandord," and _____, as the "Subtenant," together referred to as the "Parties."

The Parties agree that the Subtenant shall lease from the Sublandord a portion of the Sublandlord's interest in the premises located at

_____,
(the "Premises") on the following terms:

1. **SUBLEASE TERM.** The term of the Sublease will be for a period of _____ months, beginning on _____ and ending on _____.
2. **RENT.** Subtenant will pay a total monthly rent of \$ _____. Rent will be payable on the first day of each month directly to the Sublandord.
3. **SECURITY DEPOSIT.** Subtenant will pay \$ _____ to Sublandord as a security deposit. Deductions permitted by Colorado law may be made from the security deposit and the remainder, if any, shall be returned to Subtenant within 21 days of the termination of Subtenant's tenancy. The security deposit may not be used as last month's rent.
4. **TERMINATION NOTICE.** Subtenant's tenancy will terminate on the date specified in Section 1 above, unless Sublandord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his/her tenancy.
5. **SUBTENANT'S INTEREST IN THE PREMISES.** Subtenant is one of _____ total tenants occupying the Premises (the "Tenants"). Subtenant WILL WILL NOT share a bedroom at the Premises. If Subtenant will share a bedroom, it will be shared with _____. Subtenant may share all of the common

spaces (e.g., living room, dining room, kitchen, bathroom) in the Premises equally with the other Tenants.

6. **OVERNIGHT GUESTS.** The Subtenant DOES DOES NOT need to obtain Sublandlord's permission prior to the stay of any overnight guest(s) for a period longer than one night.
7. **UTILITY CHARGES.** The Subtenant agrees to pay _____% of the Utility Allowances as documented on the "Utility Allowance Schedule" for Area 3 as approved and adopted by the Upper Arkansas Council of Governments each year. **A copy of "Utility Allowance Schedule" is included as an attachment to this sublease agreement.** The monthly utility payment for this sublease will be \$_____, and is due along with the rent payment on the first day of each month directly to the Sublandlord.
8. **HOUSEHOLD CHORES.** The Tenants will divide all household chores as follows:

9. **NOISE LEVEL.** During the hours of _____, the Tenants will maintain a noise level conducive to peaceful habitation throughout the neighborhood.
10. **SMOKING.** (Check one) Smoking IS , IS NOT allowed in the Premises.
11. **ALCOHOL.** (Check one) Alcohol IS , IS NOT allowed in the Premises.
12. **PARKING SPACE.** The Subtenant agrees that s/he IS IS NOT entitled to use a parking space as part of this Colorado Sublease Agreement. The parking space, if any, is located at _____.
13. **MASTER LEASE.** In addition to the provisions of this Colorado Sublease Agreement, the Subtenant agrees to be bound by all the conditions of the lease between Sublandlord and the landlord, _____ (the "Master Lease"). **The Master Lease is attached to this Sublease Agreement for reference.** The terms of the Master Lease are hereby incorporated into this Sublease Agreement. No representation that is not included here or in the Master Lease shall be binding upon the Parties.

14. TERMINATION OF MASTER LEASE. If Sublandlord terminates his/her tenancy in the Premises under the Master Lease, Sublandord will provide thirty (30) days' notice to Subtenant. Subtenant agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date.

15. CONDITION OF THE PREMISES. Subtenant acknowledges that s/he has examined the Premises and that they are in good condition except as follows _____
_____.

Upon the termination of this Colorado Sublease Agreement for any cause, Subtenant will leave the Premises in their original good condition, except for reasonable wear and tear. Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or those persons who are invitees of the Subtenant.

16. SUBLEASING AND ASSIGNMENT. Subtenant may not lease, sublease, or assign the Premises without the prior written consent of the Sublandord.

17. COMPLETE AND BINDING AGREEMENT. All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease. This Sublease will not be enforceable until signed by both Subtenant and Sublandord. Any modification to this Agreement must be in writing, signed by both Sublandord and Subtenant.

18. DISCLOSURES; PROVISIONS

19. REQUIRED DISCLOSURES

LEAD BASED PAINT. For homes built before 1978, Federal Law requires Landlords give Tenant(s) a copy of an EPA-approved pamphlet on identifying and controlling lead-based paint dangers.

20. Summary:

Sublease begins on _____ and ends on _____.

Rental Deposit is \$_____.

Rent is \$_____.

Utility payment is \$_____.

Total of Rent plus Utility Payment is \$_____.

Rent Plus Utility Payments is due on the 1st of every month for the term of this lease, and can be mailed to:

Chaffee Housing Authority

PO Box 699

Salida, Colorado, 81201

Attn: Open Doors

Contact for Chaffee Housign Authority is 719-530-2590.

We, the Undersigned, agree to the above stated terms.

Sublandlord

Signature

Printed Name

Date: _____

Subtenant

Signature

Printed Name

Date: _____

Property Address (and Apartment Number) if applicable: _____

Landlord/Manager Name

Tenant Name

Date of Inspection:

Instructions: Tenant(s) complete(s) this checklist prior to signing a sublease with the Chaffee Housing Authority and review the property and completed checklist with Chaffee Housing Authority staff and mutually agree on the condition of the property upon move-in by signing this form. Tenant and CHA both will keep a copy of signed checklist.

Use the following codes to note the condition of the item on the checklist:

S = Satisfactory; NA = Not Applicable; NC = Needs Cleaning; NP = Needs Painting; NR = Needs Repair; SC = Scratched; RP = Needs Replacing

BE SPECIFIC and DETAILED when filling out the checklist.

| LIVING ROOM | Move In | Move Out |
|-------------------------|----------------|-----------------|
| Walls & Ceiling | | |
| Door Lock(s) & Hardware | | |
| Window(s) & Screen(s) | | |
| Smoke Alarm | | |
| Fireplace | | |
| Floor & Floor Covering | | |
| Door(s) | | |
| Lighting Fixture(s) | | |
| Window Covering(s) | | |
| Carbon Monoxide Alarm | | |

Notes on Living Room:

| Kitchen | Move In | Move Out |
|--------------------------------------|----------------|-----------------|
| Door(s) | | |
| Window Covering(s) | | |
| Counters | | |
| Refrigerator | | |
| Garbage Disposal | | |
| Floor & Floor Coverings | | |
| Door Lock(s) and Hardware | | |
| Light Fixture(s) | | |
| Stove/Burners, Controls | | |
| Dishwasher | | |
| Fire Extinguisher | | |
| Walls & Ceiling | | |
| Window(s) & Screen(s) | | |
| Cabinets/Inside Drawers | | |
| Oven/Range Hood Inside, Outside, Fan | | |
| Sink(s) & Plumbing | | |

Notes on Kitchen:

| DINING ROOM | Move In | Move Out |
|---------------------------|----------------|-----------------|
| Light Fixture(s) | | |
| Other | | |
| Floor & Floor Covering(s) | | |
| Window(s) & Screen(s) | | |
| Walls & Celing | | |
| Window Covering(s) | | |

Notes on Dining Room:

| Bathroom #1 | Move In | Move Out |
|----------------------------|---------|----------|
| Counters & Surfaces | | |
| Sink & Plumbing | | |
| Light Fixture(s) | | |
| Inside Drawers | | |
| Floors & Floor Covering(s) | | |
| Window(s) & Screen(s) | | |
| Bathtub/Shower | | |
| Door(s) | | |
| Walls & Ceilings | | |
| Window Covering(s) | | |
| Toilet | | |
| Door Lock(s) & Hardware(s) | | |

Notes on Bathroom #1:

| Bathroom #2 | Move In | Move Out |
|----------------------------|---------|----------|
| Counters & Surfaces | | |
| Sink & Plumbing | | |
| Light Fixture(s) | | |
| Inside Drawers | | |
| Floor & Floor Covering(s) | | |
| Window(s) & Screen(s) | | |
| Bathtub/Shower | | |
| Door(s) | | |
| Walls & Ceiling | | |
| Window Covering(s) | | |
| Toilet | | |
| Door Lock(s) & Hardware(s) | | |

Notes on Bathroom #2:

| | | |
|-------------------------------------|--|--|
| Bedroom #1 | | |
| Window(s) & Screen(s) | | |
| Lighting Fixture(s) | | |
| Door Lock(s) & Hardware | | |
| Floor & Floor Covering(s) | | |
| Window Covering(s) | | |
| Smoke Alarm | | |
| Walls & Ceiling | | |
| Closet(s), including Doors & Tracks | | |
| Door(s) | | |

Notes on Bedroom #1:

| Bedroom #2 | Move In | Move Out |
|-------------------------------------|---------|----------|
| Window(s) & Screen(s) | | |
| Lighting Fixture(s) | | |
| Door Lock(s) & Hardware | | |
| Floor & Floor Covering(s) | | |
| Window Covering(s) | | |
| Smoke Alarm | | |
| Walls & Ceiling | | |
| Closet(s), including Doors & Tracks | | |
| Door(s) | | |

Notes on Bedroom #2:

| Bedroom #3 | Move In | Move Out |
|-------------------------------------|---------|----------|
| Window(s) & Screen(s) | | |
| Lighting Fixture(s) | | |
| Door Lock(s) & Hardware | | |
| Floor & Floor Covering(s) | | |
| Window Covering(s) | | |
| Smoke Alarm | | |
| Walls & Ceiling | | |
| Closet(s), including Doors & Tracks | | |
| Door(s) | | |

Notes on Bedroom #3:

| Other | Move In | Move Out |
|---------------------------|---------|----------|
| Heating System | | |
| Air Conditioning | | |
| Stair(s) | | |
| Hallway(s) | | |
| Lawn(s) & Garden(s) | | |
| Patio, Terrace, Deck, etc | | |
| Parking Area(s) | | |
| Front/Back Porch | | |
| Other | | |
| Other | | |
| Other | | |

of Keys Received:

- Door _____
- Laundry _____
- Mailbox _____
- Garage _____

• Tenants acknowledge that all smoke alarms, carbon monoxide alarms, and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing.

Comments:

MOVE-IN INSPECTION DATE :

CHA Signature:

Tenant Signature:

MOVE-OUT INSPECTION DATE :

CHA Signature:

Tenant Signature:

DRAFT

Utility Allowance Schedule-Area 3

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval
No. 25577-0169
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| | | January 1, 2022 | | | | |
|--|---------|--|----------|----------------|----------|------|
| Locality: Alamosa, Archuleta, Chaffee, Clear Creek, Conejos, Costilla, Eagle, Garfield East, Gilpin, Gunnison, Jackson, Lake, Larimer (Estes Park), Mineral, Moffat, Pitkin, Rio Grande, Routt, Saguache, Summit - Colorado Colorado Department of Local Affairs - Division of Housing - CO | | Unit Type: Multi-Family (Apartment) | | | | |
| Utility or Service: | 0 BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR |
| Monthly Dollar Allowances | | | | | | |
| Heating | | | | | | |
| a. Natural Gas | \$25.00 | \$29.00 | \$35.00 | \$40.00 | \$45.00 | |
| b. Bottle Gas/Propane | \$80.00 | \$94.00 | \$114.00 | \$132.00 | \$148.00 | |
| c. Electric | \$24.00 | \$28.00 | \$39.00 | \$49.00 | \$60.00 | |
| e. Oil | | | | | | |
| Cooking | | | | | | |
| a. Natural Gas | \$2.00 | \$2.00 | \$3.00 | \$4.00 | \$5.00 | |
| b. Bottle Gas/Propane | \$6.00 | \$6.00 | \$10.00 | \$14.00 | \$18.00 | |
| c. Electric | \$4.00 | \$4.00 | \$6.00 | \$8.00 | \$10.00 | |
| Other Electric & Cooling | | | | | | |
| Other Electric (Lights & Appliances) | \$14.00 | \$16.00 | \$23.00 | \$29.00 | \$35.00 | |
| Water Heating | | | | | | |
| a. Natural Gas | \$5.00 | \$6.00 | \$9.00 | \$11.00 | \$14.00 | |
| b. Bottle Gas/Propane | \$18.00 | \$20.00 | \$28.00 | \$38.00 | \$46.00 | |
| c. Electric | \$11.00 | \$13.00 | \$16.00 | \$20.00 | \$23.00 | |
| d. Oil | | | | | | |
| Water, Sewer, Trash Collection | | | | | | |
| Water | \$23.00 | \$23.00 | \$28.00 | \$33.00 | \$38.00 | |
| Sewer | \$23.00 | \$23.00 | \$23.00 | \$23.00 | \$23.00 | |
| Trash Collection | \$15.00 | \$15.00 | \$15.00 | \$15.00 | \$15.00 | |
| Tenant-supplied Appliances | | | | | | |
| Range / Microwave Tenant-supplied | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 | |
| Refrigerator Tenant-supplied | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | |
| Other--specify: Monthly Charges | | | | | | |
| Electric Charge \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 | |
| Natural Gas Charge \$13.00 | \$13.00 | \$13.00 | \$13.00 | \$13.00 | \$13.00 | |
| Actual Family Allowances | | Utility or Service | | per month cost | | |
| To be used by the family to compute allowance. Complete below for the actual unit rented. | | Heating | | \$ | | |
| | | Cooking | | \$ | | |
| Name of Family | | Other Electric | | \$ | | |
| | | Air Conditioning | | \$ | | |
| | | Water Heating | | \$ | | |
| | | Water | | \$ | | |
| | | Sewer | | \$ | | |
| Address of Unit | | Trash Collection | | \$ | | |
| | | Range / Microwave | | \$ | | |
| | | Refrigerator | | \$ | | |
| | | Other | | \$ | | |
| | | Other | | \$ | | |
| Number of Bedrooms | | Other | | \$ | | |
| | | Total | | \$ | | |



Utility Allowance Schedule-Area 3

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval
No. 25577-0169
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant furnished utilities and appliances.

January 1, 2022

Locality: Alamosa, Archuleta, Chaffee, Clear Creek, Conejos, Costilla, Eagle, Garfield East, Gilpin, Gunnison, Jackson, Lake, Larimer (Estes Park), Mineral, Moffat, Pitkin, Rio Grande, Routt, Saguache, Summit - Colorado
Colorado Department of Local Affairs - Division of Housing - CO

Unit Type: **Single-Family (Detached House) (includes: townhomes, duplexes, rowhomes, and manufactured homes)**

| Utility or Service: | 0 BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR |
|---------------------------|------|------|------|------|------|------|
| Monthly Dollar Allowances | | | | | | |

Heating

| | | | | | | |
|-----------------------|--|----------|----------|----------|----------|----------|
| a. Natural Gas | | \$41.00 | \$49.00 | \$57.00 | \$65.00 | \$72.00 |
| b. Bottle Gas/Propane | | \$136.00 | \$162.00 | \$186.00 | \$212.00 | \$236.00 |
| c. Electric | | \$68.00 | \$80.00 | \$92.00 | \$105.00 | \$117.00 |
| e. Oil | | | | | | |

Cooking

| | | | | | | |
|-----------------------|--|--------|---------|---------|---------|---------|
| a. Natural Gas | | \$2.00 | \$3.00 | \$4.00 | \$5.00 | \$6.00 |
| b. Bottle Gas/Propane | | \$6.00 | \$10.00 | \$14.00 | \$18.00 | \$20.00 |
| c. Electric | | \$4.00 | \$6.00 | \$8.00 | \$10.00 | \$12.00 |

Other Electric & Cooling

| | | | | | | |
|--------------------------------------|--|---------|---------|---------|---------|---------|
| Other Electric (Lights & Appliances) | | \$24.00 | \$33.00 | \$43.00 | \$52.00 | \$61.00 |
|--------------------------------------|--|---------|---------|---------|---------|---------|

Water Heating

| | | | | | | |
|-----------------------|--|---------|---------|---------|---------|---------|
| a. Natural Gas | | \$7.00 | \$11.00 | \$14.00 | \$17.00 | \$21.00 |
| b. Bottle Gas/Propane | | \$24.00 | \$34.00 | \$46.00 | \$56.00 | \$68.00 |
| c. Electric | | \$16.00 | \$20.00 | \$24.00 | \$29.00 | \$33.00 |
| d. Oil | | | | | | |

Water, Sewer, Trash Collection

| | | | | | | |
|------------------|--|---------|---------|---------|---------|---------|
| Water | | \$23.00 | \$28.00 | \$33.00 | \$38.00 | \$43.00 |
| Sewer | | \$23.00 | \$23.00 | \$23.00 | \$23.00 | \$23.00 |
| Trash Collection | | \$15.00 | \$15.00 | \$15.00 | \$15.00 | \$15.00 |

Tenant-supplied Appliances

| | | | | | | |
|-----------------------------------|--|---------|---------|---------|---------|---------|
| Range / Microwave Tenant-supplied | | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 |
| Refrigerator Tenant-supplied | | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$12.00 |

Other--specify: Monthly Charges

| | | | | | | |
|----------------------------|--|---------|---------|---------|---------|---------|
| Natural Gas Charge \$13.00 | | \$13.00 | \$13.00 | \$13.00 | \$13.00 | \$13.00 |
|----------------------------|--|---------|---------|---------|---------|---------|

| Actual Family Allowances | Utility or Service | per month cost |
|--------------------------|---|----------------|
| | To be used by the family to compute allowance. Complete below for the actual unit rented. | |
| Name of Family | Heating | \$ |
| | Cooking | \$ |
| | Other Electric | \$ |
| | Air Conditioning | \$ |
| | Water Heating | \$ |
| Address of Unit | Water | \$ |
| | Sewer | \$ |
| | Trash Collection | \$ |
| | Range / Microwave | \$ |
| | Refrigerator | \$ |
| | Other | \$ |
| | Other | \$ |
| Number of Bedrooms | Total | \$ |
| | | |



The Nelrod Company 7/2021 Update

adapted from form HUD-52667 (7/2019)