



AGENDA  
HAYDEN MUNICIPAL HOUSING AUTHORITY SPECIAL MEETING  
178 W JEFFERSON AVENUE  
THURSDAY, MAY 22, 2025  
6:00 P.M.

ATTENDEES/COMMISSIONERS MAY PARTICIPATE VIRTUALLY VIA ZOOM WITH THE INFORMATION BELOW:

Join Zoom Meeting

<https://us02web.zoom.us/j/84598597603?pwd=RVk4Q3dHSERQWitwUlhuNENsOWw4UT09>

Meeting ID: 845 9859 7603

Passcode: 964476

One tap mobile

+16699009128,,84598597603#,,,,\*964476# US (San Jose)

+12532158782,,84598597603#,,,,\*964476# US (Tacoma)

OFFICIAL RECORDINGS AND RECORDS OF MEETINGS WILL BE THE ZOOM RECORDING AND OFFICIAL MINUTES OF MEETING

REGULAR MEETING – 6:00 P.M.

1a. CALL TO ORDER

1c. PLEDGE OF ALLEGIANCE

1d. ROLL CALL

2. PUBLIC COMMENTS

Citizens are invited to speak to the Commissioners on items that are not on the agenda. There is a 3-minute time limit per person, unless otherwise noted by the Chair. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on a future posted agenda if action is required.

3. CONSENT ITEMS

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember or Town staff requests the Council to remove an item from the consent agenda.

A. Consideration and Approval of Minutes of the December 5, 2024 Housing Authority Meeting Minutes.

Page 3

4. OLD BUSINESS

*NOTICE: Agenda is subject to change. If you require special assistance in order to attend any of the Authority's public meetings or events, please notify the Authority at (970)276-3741 at least 48 hours in advance of the scheduled event so the necessary arrangements can be made.*

5. NEW BUSINESS

- A. Review and Consider for Ratification of Engagement Letter with the Law Office of Mark Berry
- B. Review and Consider for Approval CHFA Small-Scale Development Pilot Program
- C. Review and Discuss Pinyon Pines Estates Sale Notification

Page 5  
Page 6  
Page 16

6. PULLED CONSENT ITEMS

7. STAFF AND COMMISSIONER REPORTS (CONTINUED, IF NECESSARY)

8. EXECUTIVE SESSION (IF NECESSARY)

9. ADJOURNMENT

## Work Session

### Staff & Commissioner Reports

Staff Reports will continue at the end of the meeting.

**Chairman Banks** called the regular meeting of the Hayden Municipal Housing Authority to order at 6:59 p.m. Vice Chair Gann, and Commissioners Bell, Hicks, Haight, Hayden, and Carlson present. Also present were Town Manager, Mathew Mendisco, Town Clerk, Barbara Binetti, Finance Director, Andrea Salazar, Hayden Center Recreation Director, Rhonda Sweetser, and Hayden Center Arts and Events Director, Sarah Stinson. Public Works Director Bryan Richards, and Chief Scurlock.

**PLEDGE OF ALLEGIANCE**      Chairman Banks led the Pledge of Allegiance.

**PUBLIC COMMENT**              None

**CONSENT ITEMS**              Commissioner Hicks moved to approve the consent items. Vice-Chair Gann  
**MINUTES –**                      seconded. Roll call vote. Commissioner Bell– aye. Commissioner Haight- aye.  
July 18, 2024                      Commissioner Carlson – aye. Commissioner Hicks – aye, Commissioner Hayden –  
aye. Vice Chairman Gann – aye. Chairman Banks – aye. Motion carried.

### **OLD BUSINESS**

A.        Budget 2025              Public Hearing opening at \_7:01 p.m.  
i.        Public Hearing:              Seeing no comments, Public Hearing closed at \_7:02 p.m.  
Resolution 2024-01 A  
Resolution Summarizing  
Expenditures and  
Revenues for Each Fund  
And Adopting a Budget  
for the Hayden Municipal  
Housing Authority,  
Colorado for the Calendar  
Year Beginning on the  
First Day of January 2025  
and Ending on the Last  
Day of December 2025  
ii.       Review and              Chair Banks moved to Approval Resolution 2024-01 A Resolution Summarizing  
Consider for Approval              Expenditures and Revenues for Each Fund and Adopting a Budget for the Hayden  
Resolution 2024-01 A              Municipal Housing Authority, Colorado for the Calendar Year Beginning on the First  
Resolution Summarizing              Day of January 2025 and Ending on the Last Day of December 2025  
Expenditures and              Commissioner Hicks seconded. Roll call vote. Commissioner Bell– aye.  
Revenues for Each Fund              Commissioner Haight- aye. Commissioner Carlson – aye. Commissioner Hicks – aye,

and Adopting a Budget  
for the Hayden Municipal  
Housing Authority,  
Colorado for the Calendar  
Year Beginning on the  
First Day of January 2025  
and Ending on the Last  
Day of December 2025

Commissioner Hayden – aye. Vice Chairman Gann – aye. Chairman Banks – aye.  
Motion carried

PULLED CONSENT ITEMS      None

STAFF AND  
COMMISSIONER  
REPORTS CONTINUED      None

ADJOURNMENT      Chairman adjourned the meeting at 7:02 p.m.

Recorded by:

APPROVED THIS 22<sup>nd</sup> Day of May, 2025.

\_\_\_\_\_  
Ryan Banks, Chairman

\_\_\_\_\_  
Christie Haight, Deputy Town Clerk

May 12, 2025

SENT VIA EMAIL TO: Mathew.Mendisco@haydencolorado.org

Hayden Municipal Housing Authority  
P.O. Box 190, 178 West Jefferson  
Hayden, CO 81639-0190

Re: Engagement Letter  
Hayden 10-unit Affordable Housing Project

Dear Mathew:

This letter is to acknowledge that I have been engaged as special legal counsel for Hayden Municipal Housing Authority (the "Authority"), which may be the general partner in a to-be-formed Colorado limited liability limited partnership or limited liability company as the owner of a 10 unit affordable housing project located in Hayden, Colorado and to provide legal services for the Authority and its affiliated project ownership entity, if any, such as preparing contracts, forming entities, reviewing loan and grant documents, drafting opinion letters, providing closing assistance, conducting and providing due diligence, contract reviews including CHFA participation agreement, CHFA Predev loan agreement and ancillary loan documents, DOH contract, GC contract (modular & site GC), title review, management company contract, negotiating and drafting contracts with funders, contractors, subcontractors, architects, engineers, and other vendors, providing guidance on construction contracts, permitting, and compliance with building codes and regulations, advising on property management agreements, tenant screening, rent collection, and lease enforcement, ensuring compliance with all applicable federal, state, and local laws and regulations related to affordable housing development and property management.

My set fee for such representation will be \$30,000. A retainer of \$10,000 is to be paid upon execution of this letter and the remainder is payable at the time of CHFA pre-development financing closing or, in the event there is no such closing, my time will be billed at the hourly rate of \$290/hour. Most out-of-pocket costs and expenses necessarily incurred in providing our legal representation will also be billed to you. After closing, additional time spent on this project, will be billed at the hourly rate of \$290/hour.

Either you or our firm may terminate this agreement at any time with written notice to the other. You will be obligated to pay for work and expenses incurred up to the date of such termination. Please show that you agree to this representation by signing below and returning this letter to our office with the \$10,000 retainer installment payment. I look forward to working with you.

Sincerely,  
*Mark S. Berry*  
Mark S. Berry

Understood and agreed to effective as of the above date.

Hayden Municipal Housing Authority

By: *Mathew Mendisco*

Name:

Title: Town Manager

**CHFA Small-Scale Development Pilot  
PROGRAM PARTICIPATION AGREEMENT**

THIS CHFA SMALL-SCALE DEVELOPMENT PILOT PROGRAM PARTICIPATION AGREEMENT (this “Agreement”) is dated effective as of May 1, 2025 (the “Effective Date”) by and among Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado (“CHFA”), Reinen Consultants LLC, a Colorado limited liability company (“Reinen”), and the Hayden Municipal Housing Authority, Colorado, with offices at 178 West Jefferson Avenue, Hayden, Colorado 81639 (the “Project Sponsor”). CHFA, Reinen and Project Sponsor are also referred to in this Agreement each as a “Party” and, collectively, as the “Parties”.

**RECITALS**

- A. The Parties, as well as Twelve Inc., a Colorado corporation, entered into a Program Participation Agreement for the CHFA Small-Scale Housing Technical Assistance Program (the “Original Program”) effective September 23, 2024 (the “Original Agreement”).
- B. The Original Agreement was entered into in connection with technical assistance for the development of the Hayden Area Entry Level Housing Program for affordable workforce housing to be located at 365 S. Poplar Street, Hayden, Colorado (the “Project”) as a proactive response to the increasing need in Hayden for affordable workforce housing (the “Project Purpose”).
- C. The technical assistance offered under the Original Program is complete and Project Sponsor desires to participate in the CHFA Small Scale Development Pilot Program (the “Pilot Program”) which, subject to the Agreement terms, offers project management services for the Project’s pre-development, construction and/or project stabilization phases, as well as the opportunity for the Project to be considered by CHFA for possible financing solutions and/or financial gap resources.
- D. The Parties desire to enter into this Agreement to set forth the terms and conditions in connection with participation in the Pilot Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Pilot Program Description.**

- (a) Subject to the terms of this Agreement, the Pilot Program offers the Project Sponsor project management services for the Project from a consultant team which includes Reinen and other consultants approved by CHFA and which Reinen oversees (collectively, the “Consultants”).
- (b) The project management services described in Section 1.(a) above may include the pre-development, construction and/or project stabilization phase(s) of the Project, as further described on Exhibit A to this Agreement (collectively, the “Services”). Such attached description of Services is subject to final approval by CHFA and CHFA may, at any time

and in its sole discretion, modify such Services as it deems reasonably necessary or appropriate in connection with the intended purpose(s) of the Pilot Program. As part of the Pilot Program, CHFA may in its sole discretion consider offering, but is in no way obligated to provide additional financial support and/or gap funding for the Project. Notwithstanding any other provision in this Agreement to the contrary, CHFA makes no commitment or guaranty as to any such financial support or gap funding for the Project and any such support and/or funding will in each case be subject to CHFA's review and approval, in its sole discretion, and on terms and conditions required by CHFA. **For avoidance of doubt, any financial support or gap funding described in this Section 1.(b) or otherwise in this Agreement relates solely to the Pilot Program and not to any other CHFA program nor to any CHFA-administered or CHFA-managed program.**

- (c) The Services will be available from the Effective Date and ending on the earlier of: i) the date on which the Services are completed, or ii) May 1, 2027 (the "Consultant Period") and will be provided to Project Sponsor during such period free of charge. The Consultant Period may not be extended without the written consent of each of the Parties.
- (d) Progress will be assessed through regular calls or meetings by and among the Parties and a final Project report will be submitted by the Project Sponsor to CHFA, in form and content acceptable to CHFA, promptly at the end of the Consulting Period.
- (e) Notwithstanding if the Project Sponsor may determine any or all of the following as necessary or otherwise authorized in connection with the Project, the Services may not be used for any of the following:
  - i. Any direct or indirect work or expenses associated with a site/parcel rezoning application, including community engagement or outreach;
  - ii. Activities not intended to provide long-term housing affordability;
  - iii. Direct or indirect compensation or reimbursement to the Project Sponsor for services it rendered or its work product; or
  - iv. Political activities including, but not limited to, state, local, or federal lobbying, candidate or issue campaign activities or contributions.

## 2. **Project Manager.**

- (a) The Project Sponsor will designate a project manager to be the Project Sponsor's authorized, point of contact for the Project throughout the Consulting Period (the "Project Manager"). The Project Manager will be fully authorized to act and make any and all decisions on the Project Sponsor's behalf in connection with the Project. CHFA and Consultants may fully rely on any and all statements, representations and communications from the Project Manager in connection with the Project, and the Project Manager will be responsible for all communications to CHFA and Consultants in connection with the Project.
- (b) **The initial Project Manager is the individual named under Project Sponsor's contact**

**information for notices (see Section 13.(c)) below.** Project Sponsor shall promptly notify the other Parties as to any change in the Project Manager as soon as possible, but not later than five (5) business days following such change.

3. **Project Sponsor Responsibilities.** Below are Project Sponsor's responsibilities under this Agreement.

- (a) Taking into consideration Project needs, work with CHFA and Consultants to determine how to most effectively use the Services for the Project and Project Purpose, subject to the parameters provided in Exhibit A and CHFA and Reinen's approval.
- (b) Coordinate, lead or participate in Project meetings, obtain community and other Project-related information, provide housing project input to meet the communities' needs and other activities to maximize the impact of the Services provided under this Pilot Program.
- (c) Cooperate with the Consultants and CHFA in connection with the Services including, but not limited to, Project meetings to coordinate work and maximize communication among the Parties.
- (d) Lead and conduct any and all neighborhood and community conversations and engagement. It is the Project Sponsor's responsibility to work closely with the community including, but not limited to, the monitoring of the Project's progress, answering community questions, managing costs and payments for the Project and problem-solving challenges related to the Project.
- (e) Provide ongoing communication and updates to CHFA and Consultants, as appropriate, as to the Project including community engagement.
- (f) Upon request and to the extent legally permissible provide to:
  - i) CHFA and the Consultants any reports or documentation relating to the Project, as CHFA and/or the Consultants may request from time to time in connection with the Services; and
  - ii) CHFA any due diligence documents and other documents or information deemed reasonably necessary by CHFA in connection with its consideration and reviews relating to any financial support or gap funding under the Pilot Program.

4. **CHFA Responsibilities.** Below are CHFA's responsibilities under this Agreement.

- (a) Share Project-related information with the Consultants and/or Project Sponsor which CHFA deems appropriate and helpful in a timely manner to help move the Project forward.
- (b) Inform the Project Manager if CHFA, in its sole discretion, has determined any of the Consultants' involvement in the Pilot Program or Project is not working, or there is a need to modify the Services. If CHFA determines, in its sole discretion, that any of the Consultants' involvement in the Pilot Program or Project is not a good fit, CHFA reserves the right to discontinue the Services and, upon notice to Project Sponsor, terminate this



Agreement.

5. **Reinen Responsibilities.** Below are Reinen's responsibilities under this Agreement.
  - (a) Provide and oversee the other Consultants in the provision of Services as described in Exhibit A, subject to and in accordance with the terms of this Agreement.
  - (b) Ensure each of the Consultants have agreed to and are legally obligated to comply with each of the provisions hereunder, as may be updated and/or amended from time to time, which are applicable to them and their provision of Services hereunder.
  - (c) Provide ongoing communication and updates to CHFA and Project Sponsor and attend Project-related meetings and calls with CHFA and Project Sponsor in connection with the provisions of Services.
  - (d) To the extent legally permissible, provide CHFA any reports or documentation relating to the Services or Project, as CHFA may request from time to time.
6. **No Representations or Warranties.** Project Sponsor understands and agrees that CHFA's and Consultants' respective roles and responsibilities in connection with the Project under the Pilot Program are limited to those specified under this Agreement. Nothing in this Agreement or any part of the Services is, nor should be interpreted as, legal advice, as neither CHFA nor Consultants will provide any legal advice to Project Sponsor including in connection with the Project or this Agreement. Project Sponsor is fully responsible for seeking its own legal, tax, accounting or other professional services advice, if and as needed. Neither CHFA nor Consultants make any representations or warranties as to the Services or the Project including but not limited to the completion or success of the Project or the appropriateness, suitability, accuracy or benefits of the Services. Project Sponsor assumes any and all risks in connection with its use of the Services.
7. **Additional Pilot Program Costs.** Program Sponsor understands and acknowledges the resources CHFA and Consultants are respectively providing to the Project Sponsor for the Project are limited to the Services or other support specified under this Agreement while the Agreement is in effect and subject to its terms. Project Sponsor is fully responsible for obtaining any additional support, whether financial, professional or otherwise, that it deems necessary and appropriate in connection with the Project.
8. **Agreement Term.** Unless earlier terminated in accordance with its terms, this Agreement will terminate at the end of the Consultant Period. This Agreement will not renew automatically. Sections 6, 8, 9, 11, 12 and 13 of this Agreement shall survive its termination.
9. **Limitation of Liability.** Neither CHFA nor any of the Consultants shall be liable for any loss, damage, claims, demands, suits, proceedings, actions, costs, and expenses that results from the Services or other support or funding provided under the Pilot Program (collectively, the "Liabilities") unless caused by either CHFA's or any of the Consultants' gross negligence or intentional wrongdoing. In no event will CHFA be liable for any of the Consultants' actions. Subject to the foregoing, Project Sponsor agrees to defend, indemnify and hold CHFA, Reinen and each of the other Consultants and each of their respective directors, officers,

employees, representatives and agents harmless from and against any claims, actions, demands, suits, proceedings, losses, damages, costs and expenses, including, without limitation, attorneys' fees arising from or relating to the Services or to any other type(s) of funding, support or activities provided under the Pilot Program.

10. **Termination.** CHFA or Project Sponsor may terminate this Agreement, for any reason, upon at least 30 days' written notice to the other Parties. In addition to this and any other termination right(s) provided for under this Agreement, if CHFA determines, in its sole discretion, after providing reasonable notice and opportunity to cure, that any of the following have occurred or are applicable, then CHFA may, in its sole discretion, upon and in accordance with written notice from CHFA to the other Parties: a) immediately terminate this Agreement, including the Services; or b) immediately suspend Services until any issues or concerns relating to the use of the Services or this Agreement are fully addressed to CHFA's satisfaction:
  - (a) Project Sponsor is not in compliance with the Agreement or terms of any other Project-related agreement including, but not limited to any financing agreement with CHFA or related documents, Pilot Program guidelines as may be in effect from time to time or any other Pilot Program-related requirements, as may be updated by CHFA from time to time;
  - (b) One or more of the Consultants is no longer able to provide the Services in accordance with this Agreement including, but not limited to, if the underlying services contract for the Pilot Program between Reinen and CHFA terminates; or
  - (c) CHFA determines the Project, Project Purpose or Project Sponsor's actions or activities are no longer aligned with the intended purpose of the Pilot Program and/or CHFA's mission or values.
11. **Publications.** Project Sponsor and Reinen agree that CHFA may share including, but not limited to, in CHFA publications any information, descriptions, photos, reports, and/or outcomes relating to the Project, Services and/or Pilot Program by means of any medium of communication, without notice or compensation to Project Sponsor, Reinen or any of the other Consultants. These may include, but are not limited to: community reports, video presentations, podcasts, news bulletins, placement on CHFA's websites, CHFA's social media pages, as well as other means of delivery or publications. CHFA is not responsible or liable for any further or subsequent distribution of such publications.
12. **Use of CHFA Name, Logos, and Trademarks.** Nothing in this Agreement gives Project Sponsor, Reinen or any of the other Consultants the right to use CHFA's name, logo(s) or trademark(s) and CHFA is under no obligation to permit such use. Prior to any use in any medium of CHFA's name, logo(s) and/or trademark(s) by or on behalf of Program Sponsor, Reinen or any of the other Consultants including, but not limited to, on any of those parties' respective websites, social media, podcasts, marketing literature, press releases, newsletter articles, and/ blog posts, each Party must first obtain CHFA's prior written consent to such use including CHFA's review and approval of the final form of such use. Notwithstanding the foregoing, CHFA may at any time, upon notice to Program Sponsor, Reinen and/or other Consultants, as applicable, withdraw any prior approval of

the use of CHFA's name, logo(s) and/or trademark(s) and Program Sponsor, Reinen and/or the other Consultants, as applicable, shall thereafter take reasonable steps to promptly cease its use thereof.

13. **Miscellaneous.**

- (a) Relationship of Parties. Each Party and its respective employees, officers, directors, representatives and agents are at all times acting and performing separately and independently of the other Parties and are in no way or manner to represent themselves as employees, officers, directors, representatives and agents of the other Parties. This Agreement shall not create a joint venture, partnership, or relationship of principal and agent or employer and employee between or among the Parties. Notwithstanding any other provision in this Agreement, Reinen is fully responsible for ensuring that each of the Consultants is in compliance with the terms of this Agreement, as applicable.
- (b) Legal Review. Each Party has had the opportunity for their respective legal counsel to review and fully address any of such Party's questions or concerns relating to this Agreement.
- (c) Notice. All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given: (i) when received if given in person; (ii) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid; (iii) one day after being deposited with a reputable overnight courier; or (iv) by electronic transmission at the email address provided below, with written confirmation of receipt. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address indicated below.

If to CHFA: Colorado Housing and Finance Authority  
1981 Blake Street  
Denver, CO 80202  
Attention: Manager, Regional Community Relationships  
Email: jplakorus@chfainfo.com

If to Reinen: Reinen Consultants LLC  
4630 W 37<sup>th</sup> Ave Unit 13  
Denver, CO 80212  
Attn: Tim Reinen  
Email: tim@reinenconsulting.com

If to Project Sponsor\*: Hayden Municipal Housing Authority  
178 West Jefferson Avenue  
P.O. Box 190  
Hayden, Colorado 81639-0190  
Attn: Mathew Mendisco  
Email: Mathew.mendisco@haydencolorado.org

\*Unless Project Sponsor notifies the other Parties in writing otherwise, the Project

Sponsor's contact information (above) shall also be deemed that of the Project Manager.

- (d) Amendment. This Agreement may be amended only by a writing signed by all of the Parties and shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
- (e) Assignment. No Party may assign their rights under this Agreement to any third party without the prior written consent of the other Parties.
- (f) Severability. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (g) Confidentiality. To the extent legally permissible, the Parties shall keep the terms of this Agreement confidential.
- (h) CORA. As a political subdivision of the State of Colorado, CHFA is subject to the Colorado Open Records Act (CORA) C.R.S. §§ 24-72-201, et seq., which requires CHFA to permit inspection and copying of public records. The Parties should be aware that documents submitted to CHFA pursuant to this Agreement may be subject to inspection by the public.
- (i) Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Colorado, excluding its conflicts of law provisions. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver, Colorado and each Party irrevocably submits and consents to the exclusive personal jurisdiction of the courts located in the City and County of Denver, Colorado. The Parties agree to waive the right to a trial before a jury.
- (j) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement. In addition, Project Sponsor shall have no legal or equitable right, benefit or remedy of any nature under or by reason of any other contract to which it is not a party including, but not limited to, any such contract(s) regarding the Pilot Program and/or Services between or among CHFA, Reinen and/or any of the other Consultants whether or not currently in effect.
- (k) Counterpart Signatures. This Agreement may be executed on separate counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.
- (l) Electronic Signatures. The electronic signatures of the Parties included in this Agreement, in any form, is intended to authenticate this writing, bind it hereto, and to otherwise have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve

the original form of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[SIGNATURES ON FOLLOWING PAGE]  
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

**CHFA:**  
**Colorado Housing and Finance Authority**

By: \_\_\_\_\_  
Title: Chief Communications and Community  
Partnerships Officer  
Name: Jerilynn Francis

**REINEN:**  
**Reinen Consultants LLC**

By: \_\_\_\_\_  
Title: Principal  
Name: Tim Reinen

**PROJECT SPONSOR:**  
**Hayden Municipal Housing Authority,**  
**Colorado**

By: \_\_\_\_\_  
Title: Executive Director  
Name: Mathew Mendisco

**Exhibit A**

**Description of Services**

[Please See Attached]

**BY CERTIFIED MAIL AND POSTING**

Homeowner at Pinyon Pine Estates  
1100 W. Jefferson Avenue  
Hayden, CO 81639

May 13, 2025

Dear Pinyon Pine Estates Homeowners and Residents:

This Notice is provided to you pursuant to Colorado Revised Statutes § 38-12-217, to advise you of Pinyon Pine Estates MHC, LLC's (the "**Park Owner**") intent to sell the property commonly referred to as the Pinyon Pine Estates Mobile Home Park, located at 1100 W. Jefferson Avenue, Hayden, Colorado 81639, which consists of 62 mobile home lots and 1 single family home (the "**Park**"). Park Owner discloses it has signed a Letter of Intent to sell the Park on the terms contained in the attached summary.

Please be advised that, as a homeowner in the Park, you are afforded certain rights under Colorado Revised Statute §§ 38-12-217(4) through (9), including the right to submit to the Park Owner a proposed purchase and sale agreement within 120 days of this Notice.

Enclosed are copies of (1) Colorado Revised Statute § 38-12-217, advising you of your rights as a homeowner in the Park, as well as (2) a Notice of Intent to Sell Park, which contains the price, terms, and conditions for which the Park Owner may be willing to sell the Park. This is not an offer to sell the Park. These terms must be kept confidential.

PLEASE REVIEW THE ENCLOSED DOCUMENTS CAREFULLY.

Should you have any questions or concerns about this proposed listing, please direct all communication to: Brian T. Ray, Attorney, Hatch Ray Olsen Conant LLC, 730 17<sup>th</sup> St., Suite 200, Denver, Colorado 80202; 303-298-1800; [bray@hatchlawyers.com](mailto:bray@hatchlawyers.com).

Sincerely,

PINYON PINE ESTATES MHC, LLC

By: Brian T. Ray, Attorney

cc: Routt County Attorney's Office, 522 Lincoln Ave., Suite 34, Steamboat Springs, CO 80487 (copy provided per C.R.S. § 38-12-217(2)(a)(II))  
Town of Hayden, Town Manager, 178 W. Jefferson Avenue, P.O. Box 190, Hayden, CO 81639  
Division of Housing in the Department of Local Affairs (1313 Sherman St. #521, Denver, CO 80203)



### Notice of Intent to Sell Park

In accordance with Section 38-12-217, Colorado Revised Statutes, the owner of Pinyon Pine Estates MHC, LLC hereby provides a description of the property to be sold and the price, terms, and conditions of potentially acceptable terms for which the owner may be willing to sell the Pinyon Pine Estates Mobile Home Park. This notice summarizes the terms of the Letter of Intent that was signed by seller. **The information regarding this Notice may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential.**

**Property:** All of the Pinyon Pine Estates Mobile Home Park, which includes 62 mobile home lots and one single family home, and is located at 1100 W. Jefferson Avenue, Hayden, CO 81639, including all real property owned by the owner in connection with the operation of the mobile home park community and all of the owner's interest in residential leases affecting the mobile home park community.

**Purchase Price:** \$8,000,000.00

**Deposit:** Earnest Money Deposit of \$100,000.00 which is refundable before the expiration of the due diligence period.

**Due Diligence Period/Contingencies:** Inspection and due diligence period will be 60 days from mutual execution of the purchase and sale agreement.

**Closing:** 15 days after the expiration of the inspection and due diligence period, or such earlier date as the buyer and the owner may agree (but no earlier than 15 days after the occurrence of any event, or the passage of time, that permits the owner to make a final, unconditional acceptance of this offer pursuant to Section 38-12-217, Colorado Revised Statutes).

**Prorations:** Real estate taxes, property expenses, rents and other similar items will be prorated at closing in accordance with Colorado custom.

**Closing Costs:** Seller shall pay the cost of preparing the special warranty deed, the base premium for buyer's title policy, and its own attorneys' fees. Buyer pays the recording costs of recording the deed and its own attorneys' fees. Each party pays ½ of the title company's closing fees. Seller and Purchaser shall split any transfer taxes related to the property. Any other closing costs will be paid in accordance with local custom.

**Condition of Property:** Property is sold in its as-is, where-is condition, without express or implied warranties.

**Commission:** Buyer is responsible for paying Brokers' commission of 1.5% of the sale price.

### **C.R.S. 38-12-217**

Statutes current through all legislation from the 2024 Regular Session, effective prior to August 7, 2024. The 2024 legislative changes are not final until compared and reconciled to the 2024 work product of the Colorado Office of Legislative Services later in 2024.

### **38-12-217. Notice of change of use - notice of sale or closure of park - opportunity for home owners to purchase - procedures - exemptions - enforcement - private right of action - definition.**

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(1) Except as specified in subsection (12) of this section:

(a)

(I) A landlord shall provide notice of the landlord's intent to sell the park within fourteen days of a triggering event demonstrating the landlord's intent to sell. The notice must be given in accordance with the requirements of subsection (2) of this section.

(II) A triggering event requiring notice under this subsection (1)(a) includes any time the landlord:

(A) Signs a contract with a real estate broker or brokerage firm to list the park for sale or to sell or transfer the park;

(B) Signs a letter of intent, option to sell or buy, or other conditional written agreement with a potential buyer for the sale or transfer of the park, which includes the estimated price, terms, and conditions of the proposed sale or transfer, even if such price, terms, or conditions are subject to change;

(C) Signs a contract with a potential buyer's real estate broker or brokerage firm related to the potential sale or transfer of the park;

(D) Accepts an earnest money promissory note or deposit from a potential buyer for the sale or transfer of the park;

(E) Responds to a potential buyer's due diligence request for the park;

(F) Provides a signed property disclosure form for the park to a potential buyer;

(G) Lists the park for sale;

(H) Makes a conditional acceptance of an offer for the sale or transfer of the park;

(I) Takes any other action demonstrating an intent to sell the park; or

(J) Receives a notice of election and demand or lis pendens related to foreclosure of the park pursuant to part 1 of article 38 of this title 38 or a notice that a certificate of levy has been filed related to the park pursuant to section 13-56-101.

(b) A landlord shall provide notice of the landlord's intent to change the use of the land comprising the mobile home park in accordance with the requirements of subsection (2) of this section at least twelve months before the change in use will occur.

(c) No earlier than ninety days after giving the notice required by subsection (1)(a) of this section, a landlord may post information in a public space in the mobile home park describing the method for providing a signed writing to the mobile home park owner related to the opportunity to purchase. The posting must include standard forms created by the department of local affairs related to the opportunity to purchase and the rights of mobile home park owners related to the opportunity to purchase, including a standardized form developed by the department of local affairs for the landlord to use to request the signatures of home owners who decline to participate in efforts to purchase a community. If, no earlier than ninety days after a landlord provides the notice required by subsection (1)(a) of this section, at least fifty percent of the home owners who reside in the park provide signed writings to the landlord

declining to participate in purchasing the park, then the opportunity to purchase provided by subsection (4) of this section terminates even if the one-hundred-twenty-day period provided for in subsection (4)(a) of this section has not yet elapsed.

(d) A landlord shall not solicit or request a home owner's intention or a signed writing related to the opportunity to purchase during the initial ninety days after giving notice pursuant to subsection (1)(a) of this section. During the time period for considering an opportunity to purchase, a landlord shall not attempt to coerce, threaten, or intimidate a home owner or provide any financial or in-kind incentives to a home owner to influence the home owner's vote or decision and shall not take retaliatory action against a home owner after the home owner's vote or decision. Any complaints alleging violation of this subsection (1) may be resolved under part 11 of this article 12 and subsection (15) of this section.

**(2) Notice - requirements.**

(a) To provide notice as required by subsection (1)(a) or (1)(b) of this section, the landlord shall mail the notice in both English and Spanish by certified mail to:

- (I) Each home owner, using the most recent address of the home owner, and shall post a copy of the notice in a conspicuous place on the mobile home or at the main point of entry to the lot;
- (II) The municipality or, if the park is in an unincorporated area, the county within which the park is located;
- (III) The division of housing in the department of local affairs; and
- (IV) Each home owners' association, residents' association, or similar body that represents the residents of the park.

(b) In addition to mailing the notice, the landlord shall:

(I) Provide the notice in both English and Spanish by e-mail to each resident who has an e-mail address on file with the landlord; and

(II)

(A) Post the notice in both English and Spanish in a clearly visible location in common areas of the mobile home park, including any community hall or recreation hall. The notice must remain publicly posted for a period of at least one hundred twenty days from the date it is posted or until the opportunity to purchase has expired.

(B) The landlord shall make a good faith effort to comply with the notice requirement in subsection (2)(b)(II)(A) of this section. A good faith effort by the landlord to comply with the notice requirement in subsection (2)(b)(II)(A) of this section will not render a sale of a park to be out of compliance with this section.

**(3) Contents of notice.** The notice given pursuant to subsection (1)(a) of this section must include notice of home owners' rights and remedies under this section. If the triggering event involves a potential sale, the notice must also include a description of the property to be purchased; the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or the price or terms and conditions for which the landlord intends to sell the park; and any other terms or conditions which, if not met, would be sufficient grounds, in the landlord's discretion, to reject an offer from a group of home owners or their assignees. The price, terms, and conditions stated in the notice must be universal and applicable to all potential buyers and must not be specific to and prohibitive of a group or association of home owners or their assignees making a successful offer to purchase the park. The information regarding the proposed sale and the price, terms, and conditions of an acceptable offer may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.

**(4) Offer to purchase - who may submit - time limits.**

(a) A group or association of home owners or their assignees have one hundred twenty days after the date that the landlord mails a notice required by subsection (1)(a) of this section to:

## C.R.S. 38-12-217

(I) Submit to the landlord a proposed purchase and sale agreement and obtain an offer for any necessary financing or guarantees; or

(II) Submit to the landlord an assignment agreement pursuant to subsection (8) of this section.

(b) Notwithstanding subsection (4)(a) of this section, if a foreclosure sale of the park is scheduled for less than one hundred twenty days after the landlord mails a notice required by subsection (1)(a) of this section, the opportunity granted by subsection (4)(a) of this section terminates on the date of the foreclosure sale.

(c) A group or association of home owners or their assignees has the opportunity granted by subsection (4)(a) of this section if the group or association of home owners or their assignees have the approval of at least fifty-one percent of the home owners in the park. The group or association of home owners or their assignees must submit to the landlord reasonable evidence that the home owners of at least fifty-one percent of the occupied homes in the park have approved the group or association purchasing the park.

**(5) Landlord's duty to consider offer.** A landlord that has given notice as required by subsection (1)(a) of this section shall:

(a) Provide documents, data, and other information in response to reasonable requests for information from a group or association of home owners or their assignees participating in the opportunity to purchase that would enable them to prepare an offer. The documents, data, and other information provided may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.

(b)

(I) Negotiate in good faith with a group or association of home owners or their assignees.

(II) For purposes of this subsection (5)(b), negotiating in good faith includes, but is not limited to, evaluating an offer to purchase from a group of home owners or their assignees without consideration of the time period for closing, the type of financing or payment method, whether or not the offer is contingent on financing or payment method or whether or not the offer is contingent on financing, an appraisal, or title work; and providing a written response within seven calendar days of receiving an offer from a group of home owners or their assignees. The written response must accept or reject the offer, and if the offer is rejected, must state:

(A) The current price, terms, or conditions of an acceptable offer that the landlord has received to sell the mobile home park if the price, terms, or conditions have changed since the landlord gave notice to the home owners pursuant to subsection (3) of this section; and

(B) Why the landlord is rejecting the offer from a group of home owners and what terms and conditions must be included in a subsequent offer for the landlord to potentially accept it.

(III) The price, terms, and conditions of an acceptable offer stated in the response must be universal and applicable to all potential buyers and must not be specific to and prohibitive of a group or association of home owners or their assignees making a successful offer to purchase the park.

(c) Schedule a closing date for a purchase and sale agreement.

**(6) Expiration of opportunity to purchase.**

(a) If the one-hundred-twenty-day period provided for in subsection (4)(a) of this section elapses and a group or association of home owners or their assignees have not submitted a proposed purchase and sale agreement or obtained a financial commitment, the group's or association's opportunities provided by this section terminate.

(b) A landlord shall give a group or association of home owners or their assignees an additional one hundred twenty days after the one-hundred-twenty-day period provided by subsection (4)(a) of this section to close on the purchase of the mobile home park.

**(7) Extension or tolling of time.**

(a) The one-hundred-twenty-day periods described in subsections (4)(a) and (6)(b) of this section may be extended by written agreement between the landlord and the group or association of home owners or their assignees.

(b) The group or association of home owners or their assignees are entitled to tolling of the time periods described in subsections (4)(a) and (6)(b) of this section in any of the following circumstances:

- (I) If there is a reasonable delay in obtaining financing or a required inspection or survey of the land that is outside the control of the group or association of home owners or their assignees, the time period is tolled for the duration of the delay;
- (II) If the group or association of home owners or their assignee files a nonfrivolous complaint with the department of local affairs alleging a violation of this section, the time period is tolled until the department of local affairs issues a written notice of violation or notice of nonviolation that has become a final agency order determining whether a violation has occurred or the parties reach a resolution by signing a settlement agreement approved by the department of local affairs; and
- (III) If the group or association of home owners has attempted to assign their rights pursuant to subsection (8) of this section, the time period is tolled from the time the group or association makes the offer of assignment until the potential assignee either confirms in writing that the offer is rejected or a written assignment contract is executed; except that the time period shall not be tolled for more than ninety days pursuant to this subsection (7)(b)(III).

**(8) Assignment of right to purchase.**

(a) A group or association of home owners or their assignees that have the opportunity to purchase under subsection (4) of this section may assign their purchase right to a local government, tribal government, housing authority, nonprofit with expertise related to housing, or the state or an agency of the state for the purpose of continuing the use of the park.

**(b)**

(I) If a group or association of home owners or their assignees comprising more than fifty percent of home owners in a park choose to assign their rights to a public entity under this subsection (8), the home owners or their assignees shall enter into a written assignment contract with the public entity. The assignment contract must include the terms and conditions of the assignment and for how the park will be operated if the public entity purchases the park. The assignment contract must provide that the terms and conditions are applicable to any designee selected by the public entity pursuant to subsection (8)(b)(II) of this section. The terms and conditions may include, but are not limited to:

- (A) Any deed restrictions that may be required or permitted regarding the lots or the houses in the park;
- (B) Any restrictions on rent or fee increases that apply if the public entity purchases the park;
- (C) Any required conditions, such as the required demonstration of approval from home owners, for redeveloping or changing the use of some or all of the park;
- (D) A management agreement for how the park will be operated if the public entity purchases the park;
- (E) Any changes to park rules or regulations that apply if the public entity purchases the park; and
- (F) Any agreement between the parties regarding the transfer of statutory responsibilities associated with managing the park, and any limitations or waivers of liability.

(II) A public entity shall only exercise its right of first refusal for the purpose of preserving the mobile home park as long-term affordable housing. The public entity may designate a housing authority or other political subdivision to purchase the park pursuant to the public entity's right of first refusal for this purpose if the option for a designation is expressly agreed to in the assignment contract.

(III) The public entity or its designee shall promptly provide notice of the assignment contract to the landlord.

**(c)**

(I) If a landlord receives notice that a group or association of home owners has entered an assignment contract with a public entity pursuant to subsection (8)(b) of this section, the landlord shall provide a right of first refusal

to the public entity or its designee. Any purchase and sale agreement entered into by the landlord must be contingent upon the right of first refusal of the public entity or its designee to purchase the mobile home park.

**(II)** Within thirty days after receiving notice of an assignment contract, the landlord shall provide the public entity or its designee with the terms upon which the landlord would accept an offer to sell the park or a contingent purchase and sale agreement that is effective upon its execution. The public entity has one hundred twenty days from the date the public entity or its designee receives the terms or contingent purchase and sale agreement to notify the landlord of the public entity's intent to purchase the mobile home park or of the public entity's intent to facilitate the purchase of the mobile home park by its designee.

**(III)** The landlord shall sell the mobile home park to the public entity or its designee if, within the one-hundred-twenty-day period, the public entity or its designee:

**(A)** Notifies the landlord of its intent to purchase the park or facilitate the purchase of the park by its designee;

**(B)** Accepts the contingent purchase and sale agreement provided by the landlord or offers the landlord terms that are economically substantially identical to the terms of the contingent purchase and sale agreement or to the terms the landlord provided pursuant to subsection (8)(c)(II) of this section; and

**(C)** Commits to close within one hundred twenty days from the date the public entity or its designee and the owner sign a purchase and sale agreement.

**(IV)** For the purpose of determining whether the terms of an offer are economically substantially identical under subsection (8)(c)(III)(B) of this section, it is immaterial how the offer would be financed.

**(d)** A landlord shall not take any action that would preclude the public entity or its designee from succeeding to the rights of and assuming the obligations of the designee of the terms of the contingency purchase and sale agreement or negotiating with the landlord for the purchase of the mobile home park during the notice periods identified in this section.

**(e)** In addition to any other times, during the notice periods identified in this section, a public entity may pursue preservation of the mobile home park as affordable housing through negotiation for purchase or through condemnation.

**(f)** As used in this subsection (8), "public entity" means the state, an agency of the state, a local government, a tribal government, or any political subdivision of the state, a local government, or a tribal government.

**(9) Independence of time limits and notice provisions.**

**(a)** Except as provided in subsection (9)(b) of this section, each occurrence of a triggering event listed in subsection (1)(a) of this section creates an independent, one-hundred-twenty-day opportunity to purchase for the group or association of home owners or their assignees. If a one-hundred-twenty-day opportunity to purchase is in effect and a new triggering event occurs, the ongoing one-hundred-twenty-day time period terminates and a new one-hundred-twenty-day time period begins on the latest date on which the landlord gives notice, as required by subsection (1)(a) or (2) of this section, of the new triggering event.

**(b)** A landlord is not required to provide a new or subsequent notice of intent to sell for each triggering event listed in subsection (1)(a) of this section if:

**(I)**

**(A)** The new demonstration of intent occurs within sixty calendar days of the certified mailing of the most recent notice under subsection (2) of this section; and

**(B)** There are no material changes to the identity of a potential buyer if the landlord has made a conditional agreement with a buyer; to the time when the park is listed for sale; or to the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or for which the landlord intends to sell the park, which were included in the most recent notice provided pursuant to subsection (1)(a) of this section; or

(II) The landlord is only considering an offer from a group or association of home owners who reside in the park; except that a landlord shall provide a new or subsequent notice if at any point there is a new triggering event specified in subsection (1)(a) of this section involving a different party.

(b.5) Any material change to the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or for which the landlord intends to sell the park is considered a new triggering event, requiring a new notice pursuant to subsection (1)(a) of this section and creating a new one-hundred-twenty-day time period.

(c) A notice required under this section is in addition to, and does not substitute for or affect, any other notice requirement under this part 2.

(10) A landlord shall not make a final, unconditional acceptance of any offer for the sale or transfer of the park until:

(a) The landlord has considered an offer made by a group or association of home owners or their assignees pursuant to subsections (4), (5), and (8) of this section; or

(b) The applicable period for exercise of the opportunity to purchase has expired pursuant to subsection (6) of this section.

(11) **Failure to complete transaction - affidavit of compliance.** If the group or association of home owners or their assignees are not the successful purchaser of the park, the landlord shall provide evidence of compliance with this section by filing an affidavit of compliance with:

(a) The municipality or, if the park is in an unincorporated area, the county, within which the park is located; and

(b) The division of housing in the department of local affairs.

(12) **Exemptions from notice requirement.** Notwithstanding any provision to the contrary, a landlord is not required to give notice or extend an opportunity to purchase to a group or association of home owners or their assignees if the sale, transfer, or conveyance of the mobile home park is:

(a) To a spouse, a partner in a civil union, or a parent, sibling, aunt, uncle, first cousin, or legally recognized child of the landlord;

(b) To a trust the beneficiaries of which are the spouse, partner in a civil union, or legally recognized children of the landlord;

(c)

(I) To a business entity or trust that the transferring business entity or trust controls, directly or indirectly.

(II) As used in this subsection (12)(c), "controls" means:

(A) Owns entirely as a subsidiary;

(B) Owns a majority interest in; or

(C) Owns as large an ownership interest as any other owner, with a minimum ownership interest of twenty-five percent.

(d) To a family member who is included within the line of intestate succession if the landlord dies intestate;

(e) Between joint tenants or tenants in common; or

(f) Pursuant to eminent domain.

(13) To qualify for an exemption under subsection (12) of this section, a transaction must not be made in bad faith, must be made for a legitimate business purpose or a legitimate familial purpose consistent with the exemptions listed in subsection (12) of this section, and must not be made for the primary purpose of avoiding the opportunity-to-purchase provisions set forth in this section.

(14) **Triggering events not essential.**

(a) A group or association of home owners or their assignees may submit an offer to purchase to a landlord at any time, even if none of the events listed in subsection (1)(a) of this section has occurred.

(b) The landlord shall consider in good faith any offer made in accordance with subsection (14)(a) of this section.

**(15) Penalties and enforcement.**

(a)

(I) For purposes of this title 38, the rights accorded to home owners in this section are property interests.

(II) Any title transferred subsequent to the triggering events in subsection (1)(a) of this section is defective unless the property interests of the home owners as set forth in subsection (15)(a)(I) of this section are secured or until an equitable remedy has been provided.

(b) If the division of housing in the department of local affairs receives a complaint filed in accordance with part 11 of this article 12, the division shall investigate the alleged violations at the division's discretion, and, if appropriate, facilitate negotiations between the complainant and respondent in accordance with part 11 of this article 12. The division may also investigate possible violations of this section upon its own initiative. In addition to the remedies described in section 38-12-1105, the division may:

(I) Impose a fine on the seller of the mobile home park in an amount not to exceed thirty percent of the sale or listing price of the park, whichever is greater, which the division shall distribute to the home owners in the park; or

(II) File a civil action for injunctive or other relief in the district court for the district in which the park is located.

(c) Subject to available resources, the attorney general may investigate possible violations of this section. If the attorney general makes a preliminary finding that a landlord or seller of a mobile home park substantially failed to comply with this section, and if continuation of the sale is likely to result in significant harm to the property interests of the home owners as set forth in subsection (15)(a)(II) of this section, the attorney general:

(I) Shall inform the registrar of titles that the home owners with property interests under this section have an adverse claim on the property, which must be recorded on the certificate of title;

(II) May, pursuant to section 38-36-131 and subject to the time limits of section 38-36-132, issue an order providing temporary injunctive relief to preserve the ownership status quo if the order is issued prior to a transfer of title or to revert the ownership to status quo ante subject to the limitations of article 41 of this title 38 if the order is issued after the transfer of title; and

(III) May continue to investigate, negotiate, and, if appropriate, file a civil action to secure and enforce the rights of home owners under this section or to secure an equitable remedy on their behalf.

(d) One or more home owners or their assignees may file a civil action alleging a violation of this section pursuant to section 38-12-220.