



Strengthening Community Through Workforce Housing

**MINUTES OF THE FEBRUARY 20, 2019
REGULAR MEETING OF THE
ASPEN/PITKIN COUNTY HOUSING AUTHORITY**

CALL TO ORDER: Rick Head, Vice Chairperson, called the Regular Meeting to order at 5:00 p.m. The February 20, 2019 meeting was held in the Board of County Commissioners Room, Pitkin County Building, 530 E Main Street.

ROLL CALL: Valerie Forbes, Becky Gilbert, Dallas Blaney, Chris Council, Rick Head, John Ward and Carson Schmitz were present. Ron Erickson was absent.

Staff Members in Attendance: Mike Kosdrosky, Executive Director; Cindy Christensen, Deputy Director; and Bethany Spitz, Compliance Manager

Rules of Decorum: The Rules of Decorum for APCHA Board Meetings were read by Dallas Blaney.

PUBLIC COMMENT: Head opened the meeting to Public Comment for anything not part of the agenda.

- Phyllis Mattice, Assistant County Manager, thanked the Board and Staff for their participation and future participation for Habitat for Humanity.

EXECUTIVE DIRECTOR COMMENTS:

- Kosdrosky stated that the worksession the night before on the two policies (fees/penalties and hearing officer) went well.

DIRECTOR COMMENTS:

- Gilbert appreciated the Letter to the Editor from Erickson.
- Forbes stated she was disappointed in the co-working space that is being developed by Mark Hunt with the approval from HPC to keep the existing deed-restricted units on site. APCHA should be making the decisions on employee housing mitigation.
- Council asked for an update on the outstanding legal issues. Smith updated the Board on the current outstanding legal issues.

CONSENT CALENDAR: Forbes made a motion to approve the Minutes of the February 6, 2019 Regular Meeting; Schmitz seconded the motion. All were in favor. Motion passed.

COMPLIANCE HEARING:

- Compliance Hearing Request from Meredith Lenk, 937 West Hallam: Meredith Lenk was present. Spitz briefed the Board on the violation. The APCHA received an anonymous complaint that Lenk had recently gotten married and her spouse owned multiple properties in the Ownership Exclusion Zone (OEZ). The APCHA conducted research using the Pitkin County Clerk

and Recorder's website to locate a marriage certificate, showing a wedding date of 9/28/18. The APCHA also found on the Pitkin County Assessor's website multiple properties listed in Lenk's spouse's name. One property is in Basalt and has an estimated value of \$3.7 million and the second home located in Woody Creek has an estimated value of \$738,000. APCHA issued a Notice of Violation (NOV) to Lenk on December 19.

Spitz stated that an individual must remain qualified to continue to be eligible for APCHA Housing. The APCHA employee housing guidelines defines a household as all individuals who will be occupying a unit regardless of legal or marital status, including a married couple, whether both will be living in the unit or not. Ms. Lenk's household includes her new spouse and together their household owns three property in the OEZ.

The APCHA recommends that the Board uphold the staff determination that Lenk has violated the Deed Restriction and the APCHA Guidelines and, therefore, must list Unit 937, Red House Enclave Condominiums for sale in accordance with the Deed Restriction and the Guidelines.

Lenk addressed the Board. Lenk distributed additional documentation to the Board. This included a summary of her comments to the Board, as well as a Prenuptial Agreement dated September 27, 2018; a bank statement dated February 13, 2019 showing payment of utilities; a document from her account stating that Lenk's 2018 income tax return was filed as Married Filing Separately; and a letter from L'Hostaria, her employer. These documents are attached to the minutes.

Smith reminded the Board that consistency is important and that a household is a household. Gilbert suggested divorcing. Smith stated that an owner cannot play games with the system and that households cannot manipulate the system. Head that this is identical to a previous case and must rule the same way. Council asked if an owner gets married to someone, can that individual live with their spouse that owns. Spitz stated yes, if the non-qualifying spouse is not on the deed.

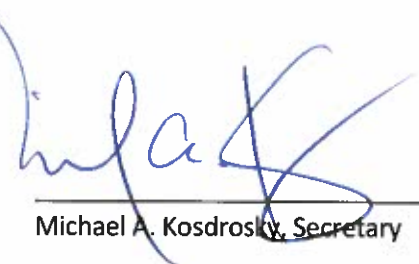
Lenk stated that she will need to quit her job. Blaney stated that the Board must rule consistently, and the rules are very clear.

Ward made a motion that based on the evidence and the strict application of the Guidelines, the Board upholds staff's determination that Ms. Lenk is in violation of the deed restriction and the APCHA Guidelines and that Ms. Lenk must list 937 West Hallam, Red House Enclave Condominiums, for sale in accordance with the Guidelines and the Deed Restriction; Council seconded the motion. ROLL CALL VOTE: Schmitz, Head, Council, Blaney, Forbes, Gilbert and Ward voted yes. Motion passed

The meeting was adjourned at 6:00 p.m.

THE ASPEN/PITKIN COUNTY HOUSING AUTHORITY


Rick Head, Vice Chairperson


Michael A. Kosdrosky, Secretary

Steve Leu and I are married but we are not a household, we do not live together and I own nothing that he owns.

Steve Leu owned these properties before we were married, as shown on the Pitkin County Assessor's Parcel Detail Information Sheets.

I am not part of any of his properties or holdings, as shown on the Pitkin County Assessor's Parcel Detail Information Sheets.

We have a prenup and I have no rights to any of his property, as shown by the Prenuptial Agreement Attached here.

We maintain separate residences and are not a household. I pay all bills for 937 West Hallam Street, as shown by my bank statement attached here.

We are filing taxes separately, as shown by the email from my accountant attached here.

I live at 937 West Hallam Street. He lives in Basalt.

I manage L'Hostaria restaurant and have for 20 years. I work nights. I have attached a letter from the owner, Tiziano Gortan, attesting to my employment, residence, and importance to L'Hostaria.

Without housing, I will be forced to quit my job and will no longer be able to support myself. I am 47 years old and no longer in a position to change my career or even my job, as the restaurant business favors the young.

I have been an ambassador for Aspen showing hospitality and kindness to tourists and locals for 20 years.

Steve and I married because we fell in love. I guess it was silly to sign the piece of paper but I am/was in love. Steve Leu filled out the marriage certificate and I signed it without looking at it. I did not realize it said Basalt. I have never lived in Basalt. Again, a silly mistake.

If indeed APCHA aims to "Strengthen Community Through Workforce Housing", then it is surely weakening community by robbing a worker of her housing and employment, a community business of its loyal manager, and its own community of a supporter and ambassador of said community.

PRENUPTIAL AGREEMENT

THIS PRENUPTIAL AGREEMENT (the "Agreement") MADE ON THIS 27th day of September, 2018

BETWEEN:

STEVEN LEU
of 227 Sage Rim circle, Basalt, CO 81621

- AND -

MEREDITH LENK
of 937 W Hallam St, Aspen, CO 81611

BACKGROUND

- A. This Agreement is made between **STEVEN LEU** and **MEREDITH LENK** (collectively the "Parties" and individually a "Party") who are contemplating marriage each to the other.
- B. The Parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the State of Colorado, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Colorado.
- C. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.
- D. The Parties further wish to affix their respective rights and liabilities that may result from this relationship.
- E. The Parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the Parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.
- F. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement.

- G. The Parties also acknowledge that they have had an opportunity before signing this Agreement to consult with independent legal counsel in their jurisdiction and of their choice. Notwithstanding, they have chosen to expressly and voluntarily waive their right to legal counsel.
- H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided.
- I. Each Party agrees and affirms THAT:
- a. The Parties did execute the Agreement voluntarily;
 - b. This Agreement was not unconscionable when it was executed;
 - c. Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;
 - d. They have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other Party; and
 - e. They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.
- J. The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

NOW THEREFORE in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

PROPERTY

1. The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party.
2. All jointly acquired or jointly held property, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property").

3. Except as otherwise provided in this Agreement, all property will be treated as property owned solely by either one of the Parties (the "Separate Property"), with the property as is listed in the attached Schedules "A1" and "A2" considered Separate Property, except where:
 - a. it is Shared Property; or
 - b. there is proof of shared legal ownership.
4. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property.
5. Unless a Party can reasonably show that they solely own a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

DEBTS

6. The Parties acknowledge that this Agreement will govern any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party.
7. All jointly acquired or jointly held debts, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").
8. Except as otherwise provided in this Agreement, all debts will be treated as debts owed solely by either one of the Parties (the "Separate Debts") except where:
 - a. it is Shared Debt; or
 - b. there is proof of shared legal responsibility.

MATRIMONIAL PROPERTY RELEASE

9. The Parties covenant and agree that they are aware of the equitable distribution laws of the State of Colorado, and that it is their intention that the equitable distribution laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the equitable distribution laws of the State of Colorado, and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

DOWER, CURTESY AND HOMESTEAD RELEASE

10. Each Party releases all dower, curtesy and homestead rights under any statute of the State of Colorado, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

SUPPORT

11. In the event of a separation the Parties agree that spousal support may be payable to one of the Parties on the basis of the Party's financial circumstances at the time of separation or otherwise. It is understood and accepted by each Party that spousal support will be determined according to the appropriate Federal or State laws.

ESTATES AND TESTAMENTARY DISPOSITION

12. Nothing in this Agreement will limit or affect any rights that each may acquire as spouse or surviving spouse in the property, assets or estate of the other spouse.
13. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.
14. Except as otherwise provided in this Agreement, the Parties acknowledge that each has the absolute right to dispose of his or her estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.
15. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.
16. Except as otherwise provided in this Agreement, the Parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as spouse or surviving spouse in the property, assets, or estate of the other.

SEVERABILITY

17. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

18. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

19. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

20. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

21. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

22. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

23. The laws of the State of Colorado will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

TERMINATION OR AMENDMENT

24. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

ENTIRE AGREEMENT

25. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals on the 27th day of SEPTEMBER, 2018.

SIGNED, SEALED AND DELIVERED

In the presence of:



Witness

Printed Name: Kristin Pridel



Steven Leu

Witness

Printed Name: _____



Witness

Printed Name: Kristin Pridel

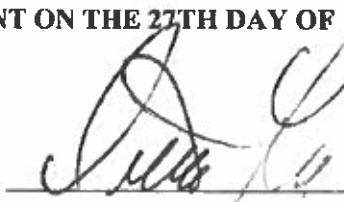


Meredith Lenk

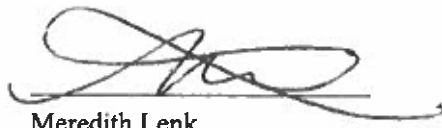
Witness

Printed Name: _____

THE PARTIES HEREBY EXECUTE THIS AGREEMENT ON THE 27TH DAY OF SEPTEMBER, 2018.



Steven Leu



Meredith Lenk

SCHEDULE "A1"

Separate Property of Steven Leu:

1. 227 Sage Rim Corcle, Basalt, CO 81621
2. 280 Gateway Rd, Snowmass, CO 81654

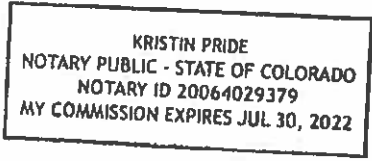
SCHEDULE "A2"

Separate Property of Meredith Lenk:

1. 937 W Hallam St, Aspen, CO 81611

CERTIFICATE OF ACKNOWLEDGMENT

The State of Colorado)
)
County of parkin)



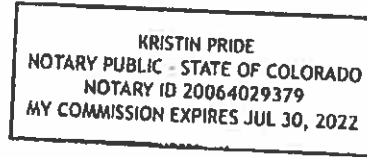
The foregoing instrument was acknowledged before me this 27th day of September 2018
by Steven Lcu.

Kristin Pride
NOTARY PUBLIC
Print Name: Kristin Pride

My Commission Expires:
7/30/22

CERTIFICATE OF ACKNOWLEDGMENT

The State of Colorado)
)
County of Prkin)



The foregoing instrument was acknowledged before me this 27th day of September 2018
by Meredith Lenk.

Kristin Pride
NOTARY PUBLIC
Print Name: Kristin Pride

My Commission Expires:
7/30/22

Special Notes on Prenuptial Agreements governed by the State of Colorado

The State of Colorado has chosen to adopt legislation similar to the Uniform Premarital Agreement Act (UPAA), a statute created for the purpose of standardizing the requirements of prenuptial agreements between states. As such, this Agreement has been worded based on the notion subscribed to by the UPAA that prenuptial agreements should be entered into voluntarily and fairly upon the exchange of disclosure between the Parties.

It is best to sign the Prenuptial Agreement in front of your own lawyer and to receive a Certificate of Independent Legal Advice from your lawyer. Alternatively, you should consider seeing a notary public or at the minimum sign the document in front of one or two witnesses.



937 W HALLAM ST
ASPEN CO 81611-1163



Statement Period:
Jan 15, 2019
through
Feb 13, 2019

Page 3 of 4

J.S. BANK GOLD CHECKING

S. Bank National Association

(CONTINUED)

Card Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
eb 11	Debit Purchase - VISA [REDACTED]	On 020719 ASPEN CO	[REDACTED]
eb 11	Debit Purchase [REDACTED]	* PITKIN COUNTY DR ASPEN CO	[REDACTED]
eb 12	Debit Purchase - VISA [REDACTED]	On 021019 MAESTERM REF 000031	16.79-
Card 8516 Withdrawals Subtotal			\$ [REDACTED]
Total Card Withdrawals			\$ [REDACTED]

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
an 15	Electronic Withdrawal REF=190140150680940N00	[REDACTED]	\$ [REDACTED]
an 18	Electronic Withdrawal REF=190180048819780N00	[REDACTED]	[REDACTED]
an 23	Electronic Withdrawal REF=190230081724110N00	[REDACTED]	[REDACTED]
an 23	Electronic Withdrawal REF=190230069084730N00	[REDACTED]	[REDACTED]
an 28	Electronic Withdrawal REF=190280026711490N00	* To CITY OF ASPEN UTILITIES 0000063576UTILITY 5055657	124.89-
an 31	Electronic Withdrawal REF=190310052316140N00	To [REDACTED]	95.00-
an 31	Electronic Withdrawal REF=190310054640630N00	To [REDACTED] CA 9500000000ONLINE	1,000.00-
an 31	Electronic Withdrawal REF=190310054673570N00	To COMCAST internet/TV 9500000000ONLINE PMTUSB975021588POS	179.43-
eb 1	Electronic Withdrawal REF=190320044593600N00	To [REDACTED]	[REDACTED]
eb 1	Electronic Withdrawal REF=190320044639630N00	To [REDACTED]	[REDACTED]
eb 5	Electronic Withdrawal REF=190360075496710N00	[REDACTED]	[REDACTED]
eb 7	Electronic Withdrawal REF=190380067860430N00	From STATE FARM RO 27 SFPP 9000307001 Renters Ins.	208.50-
eb 8	Electronic Withdrawal REF=190390046825850N00	9500000000ONLINE PMTUSB975021588POS	[REDACTED]

Total Other Withdrawals

RE: Taxes

From: Michele Hammond (MicheleHammond@wallcpas.com)

To: mim4283@yahoo.com

Date: Tuesday, February 19, 2019, 11:04 AM MST

Meredith,

This email is to confirm that your filing status of your 2018 tax return will be Married Filing Separately per your instructions.

Regards,

Michele Hammond

Michele Hammond, CPA

Hammond, Hudy & Associates, LLP

(732) 230-7777 phone

(732) 449-3672 fax

To ensure compliance with U.S. Treasury rules, unless expressly stated otherwise, any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, by the recipient for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code. This email transmission, and any documents, files or previous email messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of any of the information contained in or attached to this transmission is **STRICTLY PROHIBITED**. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving it in any manner.

1999
L'HOSTARIA
RISTORANTE

February 10, 2019

To whom it may concern,

Please let this letter confirm that Meredith Lenk has been a manager at L'Hostaria since 1999. She works nights as the restaurant is only open for dinner.

She lives at her apartment at 937 West Hallam Street, Aspen. Her housing is integral to her employment at L'Hostaria and she is integral to L'Hostaria, a 22-year Aspen restaurant and a noted contributor to the Aspen community.

L'Hostaria supports the Aspen Fire Department, Aspen Police Department, Western Slope Veterans Coalition, ACES, Aspen Valley Land Trust, Aspen Santa Fe Ballet, The Buddy Program, AVSC, Lucky Day Animal Shelter, among many others. Meredith Lenk gives freely of her time for these community non-profit events.

Without Aspen housing, Meredith Lenk's employment at L'Hostaria will be impossible for her to maintain. Please consider this in your decision.

Regards,
Tiziano Gortan

L'HOSTARIA
Ristorante
620 EAST HYMAN AVE.
ASPEN, CO. 81611