

**PROJECT-BASED VOUCHER PROGRAM
AGREEMENT
(HOMELESSNESS RESOLUTION FUND)**

THIS AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), by and through the Department of Housing Stability (“HOST”), and Warren Village at Alameda LLLP, a Colorado limited liability limited partnership, whose address is 1323 Gilpin Street, Denver, CO 80218 (the “Owner”), individually a “Party” and jointly the “Parties.”

WHEREAS, in November 2021, voters for the City and County of Denver approved measure 2B, thereby establishing the Homelessness Resolution Fund (the “Fund”);

WHEREAS, a purpose of the Fund is to address housing, shelter, and services for those experiencing homelessness or having exited from homelessness;

WHEREAS, the City has established the City Homelessness Resolution Project Based Voucher Program (the “HR-PBV Program”) to provide housing subsidies to selected residential housing developments for individuals experiencing homelessness or having exited from homelessness;

WHEREAS, the Owner, as tenant, has entered into a ground lease with Denver Housing Authority (“DHA”), as landlord, for property located at 1390 West Alameda Avenue and 1363 & 1373 West Nevada Place, Denver, CO 80223 (the “Project”) on which Owner has agreed to construct a residential development that will provide 89 dwelling units for individuals experiencing homelessness or having exited from homelessness for which the City will provide rental subsidies under the HR-PBV Program (the “City HR-PBV Units”);

WHEREAS, this Agreement sets forth the Owner’s responsibilities under the program as well as the City’s obligations and is intended to act as both an “Agreement to Enter Into Housing Assistance Payment Contract” and a “Housing Assistance Payments (HAP) Contract”;

WHEREAS, Part I of this Agreement is intended to act similarly to an Agreement to Enter Into Housing Assistance Payment Contract and Part II is intended to act similarly to a HAP Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

GENERAL TERMS

1. PURPOSE; CONTENTS OF AGREEMENT:

1.1. The Owner agrees to develop the Project and provide the City HR-PBV Units. Upon compliance with the terms of Part I, including, but not limited to, obtaining housing quality standards (“HQS”) compliance approval for all City HR-PBV Units, the City will make housing assistance payments for the City HR-PBV Units so long as Owner complies with its obligations under Part II.

1.2. Part I of this Agreement establishes terms and conditions related to the development, construction, and City approval of the City HR-PBV Units.

1.3. Part II of this Agreement establishes the terms and conditions for (i) the Owner to receive housing assistance payments for the City HR-PBV Units; and (ii) the City to make housing assistance payments to Owner on behalf of eligible families who lease City HR-PBV Units.

1.4. This Agreement consists of the General Terms, Part I, Part II, and the following Exhibits:

1.4.1. Exhibit A – Description of the work to be performed pursuant to Part I.

1.4.2. Exhibit B – Description of Housing, including:

1.4.2.1. Project site;

1.4.2.2. Total number of units in project covered by this Agreement;

1.4.2.3. Location of City HR-PBV Units on site;

1.4.2.4. Number of City HR-PBV Units by area (size) and number of bedrooms and bathrooms;

1.4.2.5. Services, maintenance, or equipment to be supplied by the Owner with charges in addition to the rent to Owner;

1.4.2.6. Utilities available to the City HR-PBV Units, including a specification of utility services to be paid by Owner (without charges in addition to rent) and utility services to be paid by the tenant; and

1.4.2.7. Estimated initial rent to Owner for the City HR-PBV Units.

1.4.3. Exhibit C – Tenant Rent Calculation Methodology

1.4.4. Exhibit D – Tenant Income, Asset, and Expense Verification Process

1.4.5. Exhibit E – Approved Tenant Selection Plan

1.4.6. Exhibit F – Form Consent to Assignment of Project-Based Voucher Program Agreement.

2. TERM: This Agreement will become effective upon the final execution by all Parties and will expire twenty years after the commencement of Part II, unless sooner terminated (the “Term”). The General Terms will remain in effect for the duration of the Agreement. Part I will be in effect from final

execution until the conditions in Part I are satisfied and Owner receives written notice from the City that Part II will go into effect. Part II will remain in effect from the City's notice pursuant to Part I, Section 10 until the expiration of the Term.

3. COMPENSATION AND PAYMENT

3.1. Maximum Contract Amount.

3.1.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Twenty-Two Million Seven Hundred Two Thousand Two Hundred Eighty-Seven Dollars and NO/100 (\$22,702,287.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further payments.

3.1.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

3.1.3. The Executive Director, or the Executive Director's designee (the "Director") of the Department of Housing Stability ("HOST") or other officer of HOST charged with the responsibility of formulating budget proposals for HOST is hereby requested to include in the annual budget proposals submitted to the City Council for any fiscal year in which this Agreement is in effect a request that funds be appropriated for this Agreement.

3.1.4. In the event of a decrease or termination of the project-based rental subsidy due to a change in the appropriation of funding, either in connection with this Agreement or with the Owner's housing assistance payments contract with DHA for the Project, the City agrees to work in good faith with Owner, DHA, and all other beneficiaries of affordable housing regulatory restrictions encumbering the Project to modify the occupancy restrictions or increase rent and income limits to the minimum extent necessary to maintain breakeven operations provided that the City determines, in its sole and absolute discretion, that Owner will not be able to achieve breakeven operations through alternative means. Prior to any modification, Owner will be required to submit a plan outlining the proposed modifications necessary to maintain financial feasibility, for the City's review and approval. Any changes or amendments to the terms of this Agreement will not be effective or binding on the City until an amendment to

this Agreement has been fully executed by all required signatories of the City, and if required by Charter, approved by the City Council. If the amount of project-based rental subsidy due to Owner for any HR-PBV unit is reduced below the amount of initial rent to owner and the Parties cannot come to an agreement to modify as discussed in this section, the Owner may terminate the Agreement upon notice to HOST.

3.1.5. If, as a result of any audit or program review relating to the performance of Owner or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Owner will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice, unless the Owner obtains a resolution in its favor from the responsible official conducting the audit or review.

3.2. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. The City will not be obligated to pay the Owner for any other fees, costs, expenses, or charges of any nature that may be incurred by the Owner in performing any obligations under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

4. PERFORMANCE MONITORING/INSPECTION: Owner shall permit the Director of HOST to monitor and review Owner's performance under this Agreement. Owner shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, and other data, whether in hard copy or electronic format, used in the performance of any of the obligations required hereunder or relating to any matter covered by this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with Owner's operations.

5. OWNER BREACH; CITY REMEDIES; TERMINATION OF AGREEMENT:

5.1. Owner Breach. Any of the following is a material breach by Owner under the Agreement:

5.1.1. Owner fails comply with or violates any of the Owner's obligations contained in this Agreement, including, but not limited to, the obligation to maintain the City HR-PBV Units in accordance with the HQS.

5.1.2. Owner has committed any fraud or made any false statements to the City in connection with this Agreement.

5.1.3. Owner or any of its officers are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to

criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Owner's business.

5.1.4. Owner has engaged in any drug-related criminal activity or any violent criminal activity.

5.2. City Remedies.

5.2.1. If the City determines that a breach has occurred, the City may exercise any of its rights or remedies under this Agreement.

5.2.2. The City must notify Owner in writing of a determination of a breach. The notice by the City to the Owner will require Owner to take corrective action, as verified by the City, by a time prescribed in the notice. Owner shall have at least thirty calendar (30) days to cure a default, unless (a) such default, by its nature, is not capable of being cured within such thirty calendar (30) day period, (b) within ten calendar (10) days of receiving such notice, Owner commences to cure such failure and thereafter diligently prosecutes the cure thereof, and (c) Owner causes such failure to be cured no later than ninety calendar (90) days after the date of notice from the City.

5.2.3. The City's rights and remedies under this Agreement include, but are not limited to: (i) modifying or terminating this Agreement; (ii) declining to allow the commencement of Part II of this agreement for all or some of the City HR-PBV Units; (iii) recovery of overpayments; and (iv) termination or reduction of housing assistance payments. The City, in its sole and absolute discretion, shall exercise its remedies in a manner proportional to the default. Termination of this Agreement for the reasons stated in Section 5.1.4 is effective upon Owner's receipt of the notice from the City.

5.2.4. Upon termination of this Agreement Owner shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for any amount of housing assistance payments that may be due prior to termination of the Agreement.

5.2.5. Owner's investor limited partner ("Investor") shall have the right, but not the obligation, to cure defaults hereunder in the same manner as Owner.

5.3. City Remedies Not Waived. The City's exercise or non-exercise of any remedy for Owner breach of this Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time. In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on

the part of the Owner. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

6. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Owner's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Owner shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Owner to make disclosures in violation of state or federal privacy laws. The Owner shall at all times comply with D.R.M.C § 20-276.

7. **ACCESS TO PROPERTY:** Owner shall provide the City with the reasonable right of access to the Property during the term of this Agreement for the purposes of reviewing compliance with this Agreement, subject to seventy-two (72) hours' notice to Owner to minimize disruption to tenants. The City shall be entitled to conduct annual physical inspections of the Property, subject to seventy-two (72) hours' notice to Owner to minimize disruption to tenants. Owner shall fully cooperate with the City in an annual monitoring of Owner's performance and site inspection to verify compliance with the requirements of this Agreement.

8. **INSURANCE**

8.1. General Conditions. Owner agrees to secure, on or before the effective date of Part II of this Agreement, the following insurance covering all operations, goods or services provided pursuant to Part II of this Agreement. Owner shall keep the required insurance coverage in force at all times during the term of Part II of this Agreement, including any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to

the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Owner shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Owner shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Owner. Owner shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

8.2. Proof of Insurance. Owner may not commence services or work relating to Part II of this Agreement prior to placement of coverages required under this Agreement. Owner must provide a certificate of insurance, preferably an ACORD form, as proof that the insurance held by Owner complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Owner's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

8.3. Additional Insureds. For Commercial General Liability, and Auto Liability, Owner and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

8.4. Waiver of Subrogation. For all coverages required under this Agreement, Owner's insurer shall waive subrogation rights against the City.

8.5. Subcontractors and Subconsultants. Owner shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Owner

and appropriate to their respective primary business risks considering the nature and scope of services provided.

8.6. Workers' Compensation and Employer's Liability Insurance. Owner shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

8.7. Commercial General Liability. Owner shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

8.8. Automobile Liability. Owner shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

9. DEFENSE AND INDEMNIFICATION

9.1. Owner agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Owner or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

9.2. Owner's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Owner's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

9.3. Owner shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking

to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

9.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Owner under the terms of this indemnification obligation. Owner is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

9.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

12. TRANSFER OF THE AGREEMENT OR PROPERTY:

12.1. City Consent to Transfer.

12.1.1. Owner agrees that Owner has not made and will not make any transfer in any form, including any sale or assignment, of this Agreement or the Property without the prior written consent of the City or except as otherwise permitted by the loan agreement applicable to the Project. Any sale or assignment without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. A change in ownership in Owner, such as a stock or partnership transfer of the interest of a minority shareholder or limited partner, is not subject to the provisions of this section; provided, however, the transfer of the interest of a general partner or person with a controlling interest in Owner is subject to the provisions of this section; provided, however, that (i) Investor's removal of the general partner pursuant to the terms of the Owner's partnership agreement shall not require consent of the City; but any replacement general partner shall be subject to approval of the City, not to be unreasonably withheld, and (ii) Warren Village Inc. or its affiliate may exercise its right of first refusal or its option to purchase the Project or the Investor's interest in the Project without the prior consent of the City.

12.1.2. Notwithstanding Section 12.1.1., Owner may assign this Agreement as security for financing of the Project with the written consent of the Director. Owner must submit a written request to HOST requesting the City's consent to assign this Agreement as security for

financing. The Director of HOST is authorized to execute a Consent to Assignment as Security of Financing that is substantially in the form as Exhibit F, attached hereto. The consent of assignment of this Agreement as security for financing does not change the terms of this Agreement in any way, and does not change the rights or obligations of the City or Owner under this Agreement. The City is not and will not be a party to the loan or the loan documents, nor to any assignment of this Agreement as security. Any assignment of this Agreement other than an assignment as security for financing is subject to the requirements of Sections 12.1.1., 12.2., and 12.3.

12.2. Procedure for City Acceptance of Transferee. Where Owner requests the consent of the City for any transfer in any form (except an assignment of this Agreement as security for financing pursuant to Section 12.1.2.), including the sale or assignment of this Agreement or the Property, the City may consent to the transfer of the Agreement or Property if the transferee agrees in writing (in a form acceptable to the City Attorney) to comply with all the terms of this Agreement and, if the transferee is acceptable to the City. The Director of HOST has sole and absolute discretion whether to consent to any assignment, or to terminate this Agreement because of unauthorized assignment.

12.3. Transferee Assumption of Agreement; Effect of Transfer. No transferee (including the holder of a security interest, the security interest's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive payment of housing assistance payments under this Agreement or exercise any rights under this Agreement unless the City has consented in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the City Attorney, to assume the obligations of the Owner under this Agreement and comply with all terms of this Agreement. The City's consent to a transfer of this Agreement or the Property does not change the terms of this Agreement in any way, and does not change the rights or obligations of the City or Owner under this Agreement.

13. INUREMENT: The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

14. CITY AND OWNER STATUS; RELATION TO THIRD PARTIES:

14.1. Selection and Performance of Contractor.

14.1.1. The City has not assumed any responsibility or liability to Owner, or any other party for the performance of any contractor, subcontractor, or supplier. Owner must select a competent

contractor to undertake rehabilitation or construction specified in Part I. The selection of a contractor, subcontractor, or supplier is the sole responsibility of Owner, and the City is not involved in any relationship between Owner and any contractor, subcontractor, or supplier.

14.2. Injury Resulting from Work Under the Agreement. The City has not assumed any responsibility for or liability to any person, including a worker or resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by Owner, or any contractor, subcontractor, or supplier.

14.3. Legal Relationship. Owner is not the agent of the City and this Agreement does not create or affect any relationship between the City and any lender to Owner or any suppliers, employees, contractor, or subcontractor used by Owner in the implementation of this Agreement. Owner is not an agent of the City. Neither Owner nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

14.4. Exclusion of Third-Party Claims. Nothing in this Agreement shall be construed as creating any right of any third party to enforce any provision of this Agreement or to assert a claim against the City or Owner under this Agreement. Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Any person or entity other than the City or Owner receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: Owner lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. CITY RELIANCE ON OWNER CERTIFICATIONS: Any certification or warranty by Owner pursuant to this Agreement shall be deemed a material representation of fact upon which reliance was placed when this transition was entered into.

17. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

18. CONFLICT OF INTEREST:

18.1. No employee of the City shall have any personal or beneficial interest in the services or Property described in this Agreement. Owner shall not hire, or contract for services with, any

employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, et seq., or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

18.2. Owner shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. Owner represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Owner by placing the Owner's own interests, or the interests of any party with whom the Owner has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Owner written notice describing the conflict.

19. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Owner at the address aforementioned, with a copy to: U.S. Bancorp Community Development Corporation, 1307 Washington Avenue, Suite 300, Mail Code: SL MO RMCD, St. Louis, Missouri 63103, Attention: Director of LIHTC Asset Management, and if to the City at the addresses below:

Executive Director, Department of Housing Stability
201 W. Colfax Ave., 6th Floor
Denver, CO 80202

With a copy to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. DISPUTES: All disputes between the City and the Owner arising out of or regarding this Agreement will be resolved by good faith negotiation. If such negotiation fails, administrative hearing pursuant

to the procedure established by D.R.M.C § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director of HOST.

- 22. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Owner may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. If Owner engages any subcontractors under this Agreement, Owner shall insert the foregoing provision in the subcontracts.
- 24. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under this Agreement, including the leasing of City HR-PBV Units, Owner may not discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. If Owner engages any subcontractors under this Agreement, Owner shall insert the foregoing provision in the subcontracts.
- 25. COMPLIANCE WITH ALL LAWS:** Owner shall perform or cause to be performed all obligations under this Agreement in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
- 26. LEGAL AUTHORITY:** Owner represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Owner represents and

warrants that he has been fully authorized by Owner to execute this Agreement on behalf of Owner and to validly and legally bind Owner to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Owner or the person signing this Agreement to enter into this Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.

28. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

29. ADVERTISING AND PUBLIC DISCLOSURE: Owner shall not include any reference to this Agreement without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. Nothing in this provision precludes the transmittal of any information to City officials.

30. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, Owner's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. CONFIDENTIAL INFORMATION:

31.1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents, government entities, attorneys, and consultants that need to know such information to

fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information. Owner will retain all right, title, and interest in its Confidential Information.

31.2. Owner shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Owner receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

31.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

31.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Owner of such request in order to give the Owner the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Owner objects to disclosure of any of its material, the Owner shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure,

the Owner agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Owner further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Owner's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

31.5. Nothing in this Agreement shall in any way limit Owner or the City from complying with any court order concerning disclosure of Confidential Information.

32. PROTECTED INFORMATION AND DATA PROTECTION:

32.1. Compliance with Data Protection Laws: Owner shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Owner under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Owner's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Owner becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Owner shall promptly notify the City.

32.2. Safeguarding Protected Information: "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected

Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Owner, the Owner shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Owner has been contracted to maintain, store, or process personal information on the City's behalf, the Owner is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

32.3. Data Access and Integrity: The Owner shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Owner's performance hereunder to ensure the security and confidentiality of all data. The Owner shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Owner shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Owner shall have no right, title, or interest in data obtained in connection with the services provided herein.

32.4. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Owner shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Owner's data retention policies. Upon termination of this Agreement, the Owner shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City;

however, this requirement shall not apply to the extent the Owner is required by law to retain data, including Protected Information. Upon the City's request, the Owner shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Owner's exclusive custody, the City may request that the Owner preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Owner regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Owner shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Owner shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

32.5. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Owner from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Owner's services under this Agreement. The Owner shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Owner shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Owner shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.

32.6. Background Checks: Owner will ensure that, prior to being granted access to Protected Information, the Owner's agents, employees, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

32.7. Subcontractors and Employees: If Owner engages a subcontractor under this Agreement, the Owner shall impose data protection terms that provide at least the same level of data protection

as in this Agreement and to the extent appropriate to the nature of the services provided. The Owner shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Owner to breach any of its obligations under this Agreement. Unless the Owner provides its own security protection for the information it discloses to a third party, the Owner shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Owner and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Owner shall provide the City copies of its record retention, data privacy, and information security policies.

32.8. Security Breach: If the Owner becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Owner shall notify the City without unreasonable delay. The Owner shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Owner shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Owner shall not be obligated to disclose confidential business information or trade secrets. The Owner shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices arising out of the acts of Owner as determined by a court of competent jurisdiction in a final, non-appealable proceeding.

32.9. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Owner protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Owner may reasonably decline the City’s request to provide additional protections. If such a request requires the Owner to take steps beyond those contained herein, the Owner shall

notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Owner to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Owner shall continue to safeguard all data for so long as the data remains confidential or protected and in the Owner's possession or control.

- 33. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 34. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 35. CITY EXECUTION OF AGREEMENT:** This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 36. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Owner consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

PART I

1. **NATURE OF THE PROJECT**: This Agreement is for new construction of units to be assisted by the City's HR-PBV Program.
2. **SIGNIFICANT DATES**:
 - 2.1. The date for the commencement of the construction of the Project is no later than 30 calendar days after the effective date of this Agreement.
 - 2.2. The date for completion of the new construction of the Project is no later than 24 months after the effective date of the Agreement.
 - 2.3. The Director is authorized to extend or modify any dates or deadlines set forth herein, provided that Owner also consents to any such change and that such changes are made in writing.
3. **SCHEDULE OF COMPLETION**:
 - 3.1. **Timely Performance of Work**. Owner agrees to begin work no later than the date for commencement stated in Section 2.1 of this Part I. In the event the work is not commenced, diligently continued, and completed as required under this Agreement, the City may terminate this Agreement or take other appropriate action. Owner agrees to report promptly to the City the date the work is commenced and furnish the City with progress reports as required by the City.
 - 3.2. **Time for Completion**. All work must be completed no later than the end of the period stated in Section 2.2 of this Part I. If there is a delay the completion of the Project due to unforeseen factors beyond the Owner's control as determined by the City, the City agrees to extend the time for completion for an appropriate period as determined by the City.
 - 3.3. **Inspection of Work**. The City may inspect the work during rehabilitation or construction to ensure that the work is proceeding on schedule, is being accomplished in accordance with the Agreement, meets the level of material described in Exhibit B, and meets typical levels of workmanship for the area.
4. **CHANGES IN WORK**:
 - 4.1. Owner must obtain prior City approval for any material change from the work specified in Exhibit B which would alter the design or quality of the construction or that would otherwise impact City HR-PBV Units. The City is not required to approve any changes requested by Owner. The City approval of any change may be conditioned on establishment of a lower initial rent to Owner as determined by the City. If City has not responded to a change in work request within 14 calendar days such change shall be deemed approved.

4.2. If Owner makes any changes in the work without prior City approval, the City may establish lower initial rent to Owner as determined by the City.

5. **WORK COMPLETION:**

5.1. The work must be completed in accordance with Exhibit B. Owner is solely responsible for the completion of the work.

5.2. When the work is completed, Owner must provide the City with:

5.2.1. A certification by Owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.

5.2.2. A certification by Owner that Owner has complied with labor standards and equal opportunity requirements in the development of the housing.

5.2.3. A certificate of occupancy or temporary certificate of occupancy.

5.2.4. An architect's or developer's certification that the housing complies with:

5.2.4.1. The HQS;

5.2.4.2. State, local, or other building codes;

5.2.4.3. Zoning; and

5.2.4.4. Any additional design or quality requirements pursuant to the Agreement.

6. **INSPECTION AND ACCEPTANCE OF COMPLETED UNITS:**

6.1. **Completion of City HR-PBV Units.** Upon receipt of the information required by Section 5, the City will:

6.1.1. Review all evidence of completion by Owner; and

6.1.2. Inspect the City HR-PBV Units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements by the City under this Agreement.

6.2. **Non-Acceptance:** If the City determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the City shall notify the Owner of the decision and the reasons for the non-compliance within five (5) business days. Part II of this Agreement will not become effective until the work deficiencies are corrected pursuant to Section 7 of this Part I.

6.3. **Acceptance:**

6.3.1. **Acceptance Where No Work Deficiencies Exist.** If the City determines that the work has been completed in accordance with this Agreement and that Owner has submitted all

required evidence of completion, the City will provide written notice to Owner documenting acceptance of the City HR-PBV Units and that Part II of this agreement may commence.

6.3.2. **Acceptance Where Work Deficiencies Exist.** If the City determines during HQS inspections that work deficiencies exist, the City shall determine whether and to what extent the deficiencies are correctable, whether the City HR-PBV Units will be accepted after correction of the deficiencies, and the requirements and procedures for such correction and acceptance of the City HR-PBV Units.

7. **INITIAL DETERMINATION OF RENTS:**

7.1. The estimated initial rent to Owner is established in Exhibit B of this Agreement.

7.2. The initial rent to Owner will be established upon the commencement of Part II of this Agreement.

8. **PROTECTION OF IN-PLACE FAMILIES:**

8.1. In order to minimize displacement of in-place families, if a unit to be placed under this Agreement is occupied by an eligible household on the proposal selection date, the in-place family must be placed on Owner's waiting list (if it is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference for an appropriately sized unit in the Project.

8.2. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

8.3. The term "in-place family" means an eligible family residing in a proposed City HR-PBV Units on the proposal selection date.

9. **TENANT SELECTION PLAN:**

9.1. **Tenant Selection Plan Requirements.** As a condition to the commencement of Part II, Owner must have a tenant selection plan (the "Tenant Selection Plan") approved by HOST. A copy of the Tenant Selection Plan for the Project approved by HOST is attached as Exhibit E. Any revisions to the Tenant Selection Plan will require the written approval of the Director of HOST.

9.2. **Good Neighbor Agreements.** If Owner enters into a "good neighbor agreement" or similar type of agreement, any such agreement is prohibited from including any tenant selection policies.

10. **COMMENCEMENT OF PART II:**

10.1. Upon final acceptance of the City HR-PBV Units pursuant to Section 6 of this Part I, the City will send written notice to Owner that the conditions of this Part I have been satisfied and that Part II of this Agreement may go into effect. The effective date for Part II of this Agreement shall be considered the date of issuance that is specified on the temporary certificate of occupancy for the Property.

10.2. Part II of this Agreement may not commence until the City has determined that the City HR-PBV Units comply with all HQS.

PART II

1. **TERM OF PART II:** Upon the satisfaction of the conditions in Part I, this Part II shall become effective. This Part II shall terminate and expire twenty years (20) from the date of issuance of a temporary certificate of occupancy for the Property, unless terminated sooner.
2. **OCCUPANCY AND PAYMENT:** During the term of Part II of this Agreement, the City shall make housing assistance payments to the Owner for the months during which a City HR-PBV Unit is leased to, and occupied by, an eligible tenant. For the purposes of this Agreement, an eligible tenant is a tenant whose annual income at the time of initial move-in to the HR-PBV Unit is at or below thirty percent (30%) of the annual median income, as determined by the U.S. Department of Housing and Urban Development (“HUD”). If an assisted tenant moves out of a City HR-PBV Unit, Owner may keep the housing assistance payment for the calendar month when the tenant moves out. However, Owner may not keep the payment if the City determines that the vacancy is the Owner’s fault.
3. **NO VACANCY PAYMENTS:** If a City HR-PBV Unit is not leased or is leased but unoccupied by the tenant for more than sixty (60) days, the City will not be obligated to make a housing assistance payment for such HR-PBV Unit. In cases where a tenant is out of the HR-PBV Unit for more than sixty (60) days, the City will coordinate with Owner to determine if there are any extenuating circumstances of the tenant related to their health and wellbeing.
4. **CITY NOT RESPONSIBLE FOR FAMILY DAMAGE OR DEBT TO OWNER:** Except to the extent that a security deposit is provided by the City on behalf of a tenant, the City will not make any payment to Owner for any damages to a unit or the Property or for any other amounts owned by a tenant under the tenant’s lease.
5. **OWNER RESPONSIBILITIES:** Owner’s responsibilities include, but are not limited to:
 - 5.1. Determining, in accordance with Exhibit D, the eligibility of each prospective tenant and certifying and recertifying the income eligibility of all tenant households occupying City HR-PBV Units.
 - 5.2. Determining, in accordance with Exhibit C, the amount of tenant rent to be paid by a tenant of a City HR-PBV Unit.
 - 5.3. Performing all management and rental functions for the City HR-PBV Units.
 - 5.4. Briefing tenants orally and in writing of City HR-PBV Program requirements. The briefing must include, but not be limited to:
 - 5.4.1. A description of the HR-PBV Program;
 - 5.4.2. Responsibilities and obligations of the tenant and Owner;

- 5.4.3. How the tenant rent is calculated;
- 5.4.4. The review process to dispute the calculation of tenant rent;
- 5.4.5. A summary of lease terms; and
- 5.4.6. A review of applicable fair housing information.

5.5. Maintaining the units in accordance with HQS.

5.6. Enforcing tenant obligations under the lease.

5.7. Paying for utilities and housing services (unless paid by the tenant under the lease).

5.8. Collecting from the tenant:

- 5.8.1. The tenant rent; and
- 5.8.2. Any charge for unit damage by the tenant.

5.9. Invoicing the City for housing assistance payments for City HR-PBV Units.

6. **RENT TO OWNER:**

6.1. **Amount of Initial Rent to Owner.** It is the City’s intent to index rental amounts for City HR-PBV Units under this Agreement to the Colorado Department of Local Affairs, Division of Housing (“CDOH”) Voucher Payment Standard for Denver. The initial rent to Owner for each City HR-PBV Unit shall be based on the unit size and in an amount equal to the Voucher Payment Standard for Denver, as determined and published by CDOH, at the time this Part II commences.

6.2. **City Rent Requirements.** Notwithstanding any other provision of this Agreement, the rent to Owner may in no event exceed the payment standards of CDOH. The City has the right to reduce the rent to Owner, after thirty (30) days’ notice to Owner, to correct any errors in the rent or adjust the rent in accordance with the terms of this Agreement or City requirements. The City may elect to recover any overpayments from Owner.

6.3. **Tenant Rent.**

6.3.1. The portion of monthly rent to Owner payable by the tenant rent will be determined by Owner in accordance with the requirements in Exhibit C. The amount of tenant rent is subject to change during the term of this Agreement.

6.3.2. The amount of tenant rent as determined by Owner in accordance with Exhibit C is the maximum amount Owner may charge the tenant for rent of a City HR-PBV Unit, including all housing services, maintenance and utilities to be provided by Owner in accordance with this Agreement and the lease.

6.3.3. If a City HR-PBV Unit is subject to rental and occupancy covenant, land use restriction agreement, or other similar agreement that limits the amount of rent that a tenant must pay,

the maximum obligation of the amount of tenant rent will be capped pursuant to the terms of the rental and occupancy covenant, land use restriction agreement, or other similar agreement.

6.3.4. Owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by Owner in accordance with Exhibit C. Owner must immediately return any excess rent payment to the tenant. The tenant is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under this Agreement. Owner may not terminate the tenancy of a tenant of a City HR-PBV Unit for nonpayment of the City housing assistance payment.

6.3.5. The City is only responsible for making the housing assistance payments to Owner on behalf of the tenant in accordance with this Agreement. The City is not responsible for paying the tenant rent, or any other claim by Owner.

6.4. City Payment to Owner.

6.4.1. The City must make a housing assistance payment to Owner for a City HR-PBV Unit under lease to, and occupied by, an eligible tenant in accordance with this Part II.

6.4.2. The monthly housing assistance payment to Owner for a City HR-PBV Unit is equal to the amount by which the rent due Owner exceeds the tenant rent. If a tenant moves into an HR-PBV Unit after the first day of a month, the rent payable by the tenant and the City must be prorated based upon the number of days of the month the tenant resides in the HR-PBV Unit. Owner must submit the request for housing assistance payment for each new move in that includes any prorated rent from the month of initial occupancy, the current month and the upcoming month.

6.4.3. Payment of the tenant rent is the responsibility of the tenant occupying a City HR-PBV Unit. The City is not responsible for paying any other claim by Owner against a tenant. The City is only responsible for making housing assistance payments to Owner on behalf of as tenant in accordance with this Part II.

6.4.4. The first invoice submitted by Owner to HOST after the commencement of this Part II may request housing assistance payments for (i) the month that the invoice is submitted, (ii) previous months in which an eligible tenant occupied an HR-PBV Unit, and (iii) the immediately subsequent month. The invoice must be in a format and with a level of detail acceptable to HOST and include all supporting documentation required by HOST.

- 6.4.5. For all invoices other than the initial submission, Owner must provide HOST with a monthly invoice, including all supporting documentation required by HOST, by the fifth (5th) day of the month in a format and with a level of detail acceptable to HOST.
- 6.4.6. The supporting documentation required by Sections 6.4.4 and 6.4.5 must include the tenant lease start date, the amount of tenant rent, and the tenant's most recent certification pursuant to Section 8 of this Part II.
- 6.4.7. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118., applies to invoicing and payment under this Agreement.
- 6.4.8. In a case where a tenant of an HR-PBV Unit has passed away, Owner must notate in the monthly submission the date of death of such tenant. Owner may submit a request for housing assistance payment for one (1) additional month past the date the resident passed. If the death is reported more than thirty (30) days past the date of death, the City has the right to reclaim any amount paid subsequent to the tenant's death. If the HR-PBV Unit is reoccupied within the same month that the tenant died, Owner must note the new resident and death of the previous resident.
- 6.4.9. To receive housing assistance payments in accordance with this Part II, Owner must comply with all provisions of this Agreement. Unless Owner complies with all provisions of this Agreement, Owner does not have a right to receive housing assistance payments.
- 6.4.10. If HOST determines that Owner is not entitled to the requested payment or any part of it, the City, in addition to other remedies, may deduct the amount of overpayment from any amounts due to Owner.
- 6.4.11. Owner will notify HOST promptly, but in no event later than seven (7) calendar days, of any change of circumstances that would affect the amount of a housing assistance payment, and will return any payment that does not conform to the changed circumstances. If any overpayment is not returned, the City may offset any subsequent payments by the overpayment amount not returned.
- 6.5. **Utilities.** If all or part of the cost of utilities must be paid by a tenant, Owner must calculate a tenant utility allowance using the CDOH utility allowance schedule and must be based on the unit size and type. The tenant rent must be reduced by an amount equal to the utility allowance.
- 6.6. **Suspension of Housing Assistance Payments for Particular City HR-PBV Units.**
- 6.6.1. The City's payment of housing assistance for a particular City HR-PBV Unit will be temporarily suspended if:

- 6.6.1.1. A household occupying a City HR-PBV Unit fails to provide or submit the required information and all required consent and verification forms at the time of certification or recertification;
 - 6.6.1.2. An annual or interim recertification determines the household has a change in circumstances which reduces the City's rent to zero; provided, however, the tenant may continue to occupy the City HR-PBV Unit;
 - 6.6.1.3. The tenant resides outside of the City HR-PBV Unit for sixty (60) or more consecutive days;
 - 6.6.1.4. The tenant commits or attempts to commit a violent act toward the Property or Project staff, vendors, or other residents of the Project; or
 - 6.6.1.5. The tenant, after their initial occupancy, is convicted of selling, possession with the intent to distribute or sell, or manufacturing drugs, or any other criminal act identified in the tenant selection plan.
- 6.6.2. If and when Owner becomes aware of a circumstance specified in Subsection 6.6.1 of this Section, Owner must promptly inform HOST in writing of such circumstance. Owner must also provide notice in writing to the tenant, with a copy of such notice to HOST, that the housing assistance payment for the City HR-PBF Unit will be suspended due to a violation of a circumstance specified in this Section. If a housing assistance payment for a City HR-PBV is suspended pursuant to this Section, the City's housing assistance payments will be suspended sixty (60) days after the notice is provided to the tenant. At such time, Owner may charge the tenant the full amount of rent due to Owner under the then current CDOH Payment Standards.
- 6.6.3. The City's housing assistance payment for the City HR-PBV Unit for which payment is suspended will resume upon (i) for circumstances specified in Subsections 6.6.1.1 – 6.6.1.3, tenant's compliance with the requirements set forth in the respective subsections; and (ii) for circumstances specified in Subsections 6.6.1.4 and 6.6.1.5, when a new eligible tenant moves into the City HR-PBV Unit.

7. **ADJUSTMENT OF RENT TO OWNER:**

7.1. **Adjustment of Rent to Owner.**

- 7.1.1. Owner may not increase or adjust the rental amount of a City HR-PBV Unit during the term of a tenant's lease. At the time of lease renewal, rent for a City HR-PBV Unit may be increased to the then current CDOH Voucher Payment Standard. Within at least sixty (60)

calendar days prior to any lease expiration, Owner must notify the City of the approaching lease expiration and whether Owner knows if the tenant will be renewing the lease.

7.1.2. The adjustment of rent to Owner shall be in accordance with any updated CDOH Voucher Payment Standard. The amount of rent to Owner may be adjusted up or down, in the amount specified in the CDOH Voucher Payment Standard. The City, in addition to other remedies herein, has the right to reduce the rent to Owner, at any time, if any City HR-PBV Unit does not meet the HQS or other City health department standards.

7.2. **Reasonable Rent**. The rent to Owner for each City HR-PBV Unit may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the City in accordance with CDOH and HUD requirements.

7.3. **No Special Adjustments**. The City will not make any special adjustments of the rent to Owner.

7.4. **Owner Compliance with Agreement**. The City shall not approve, and Owner shall not receive, any increase in rent to Owner unless all City HR-PBV Units are in accordance with the HQS, and Owner has complied with the terms of assisted leases and this Agreement.

8. **CERTIFICATION & RECERTIFICATION OF TENANTS; ADJUSTMENT OF TENANT RENT:**

8.1. The determination of eligibility and all certifications and recertifications of income, asset, and expense verifications shall be performed in accordance with the provisions of Exhibit D.

8.1.1. **Initial Certification; Establishment of Tenant Rent**. An initial move-in certification to verify a tenant's household composition, income, assets, expenses, and deductions must be completed within one hundred twenty (120) calendar days of a lease start date. Owner must provide HOST with supporting documentation of the initial move-in certification. Owner must provide the tenant written notice of the amount of tenant rent that must be paid by the tenant. Any such notice must also be provided to HOST. The tenant's obligation to pay the tenant rent will become effective the first month after the notice required by this section is provided to tenant.

8.1.2. **Annual Recertification; Adjustment of Tenant Rent**. An annual recertification must be completed to reverify the household composition, income, assets, expenses, and deductions at least once every twelve (12) months. Owner must establish reasonable procedures for conducting recertifications that allow for proper and timely verification of all information and advance notification to the family of any rent change. All notifications sent to the tenant to start the recertification process must be a part of the recertification documentation in the

tenant file. The tenant must be notified of any changes to the tenant rent calculation. If there is an increase to the amount of tenant rent, the increase in tenant rent shall become effective the first month that is thirty (30) calendar days following the day the written notice is sent to tenant. If there is a decrease to the amount of tenant rent, the decrease in tenant rent shall become effective beginning with the first month following the date the notice is sent to tenant.

8.1.3. **Interim Certification; Adjustment to Tenant Rent.** At the request of household occupying a City HR-PBV Unit or if Owner becomes aware of change in the household's composition or income, Owner must process an interim certification to reverify the household composition, income, assets, expenses, and deductions. The tenant must be notified of any changes to the tenant rent calculation. If there is an increase to the amount of tenant rent, the increase in tenant rent shall become effective the first month that is thirty (30) calendar days following the day the written notice is sent to tenant. If there is a decrease to the amount of tenant rent, the decrease in tenant rent shall become effective beginning with the first month following the date the notice is sent to tenant.

8.2. If the household income of a tenant increases and the amount of the City's assistance payment reduces to zero, the household is responsible for the full unit rent. The household may remain in the City HR-PBV Unit and pay the full rent; provided, however, the amount that a tenant must pay is capped pursuant to the terms of any rental and occupancy covenant, land use restriction agreement, or other similar agreement that is applicable to the City HR-PBV Unit.

9. **OWNER'S CERTIFICATION:** Owner certifies that all times during the term of this Part II:

9.1. All City HR-PBV Units are in good and tenantable condition. Owner is maintaining the premises and all City HR-PBV Units in accordance with the HQS.

9.2. Owner is providing all the services, maintenance, and utilities as agreed to under this Agreement and the leases with assisted families.

9.3. Each City HR-PBV Unit for which Owner is receiving housing assistance payment contracts is leased to an eligible tenant, and the lease is in accordance with this Agreement and other federal, state, and local requirements.

9.4. To the best of Owner's knowledge, only the members of the tenant's household reside in each City HR-PBV Unit for which Owner is receiving housing assistance payments, and the unit is the tenant's only residence.

9.5. Owner (including a principal or other interested party) is not the parent, child, grandparent, sister, or brother of any member of a family residing in a City HR-PBV Unit.

- 9.6. The amount of housing assistance payment is the correct amount due under this Agreement.
- 9.7. The rent to Owner for each City HR-PBV Unit does not exceed rents charged by Owner for other comparable unassisted units.
- 9.8. Except for the housing assistance payment and the tenant rent as provided under this Agreement, Owner has not received, and will not receive, any payments or other consideration (from the family, the City, HUD, State, or any other public or private source) for rental of the City HR-PBV Unit.
- 9.9. The tenant or tenant's family does not own or have any financial interest in the City HR-PBV Unit. If the Owner is a cooperative, the family may be a member of the cooperative.

10. **CONDITION OF CITY HR-PBV UNITS:**

10.1. **Owner Maintenance and Operation.** Owner must maintain and operate the City HR-PBV Units and premises to provide decent, safe, and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

10.2. **City Inspections.**

10.2.1. During the term of this Part II, the City shall have the right to conduct a physical inspection of the Property and City HR-PBV Units. The City may inspect City HR-PBV Units whenever needed (subject to seventy-two (72) hours' notice to Owner to minimize disruption to tenants) to determine that the City HR-PBV Units comply with the HQS and that Owner is providing maintenance, utilities, and other services in accordance with this Agreement. The City must take into account complaints and any other information that comes to its attention in scheduling inspections

10.2.2. If more than twenty percent (20%) of an annual sample of inspected City HR-PBV Units in a building fail the initial inspection, the City may, at its sole discretion, re-inspect one hundred percent (100%) of the City HR-PBV Units in the building.

10.3. **Violation of the Housing Quality Standards:**

10.3.1. If the City determines that a City HR-PBV Unit is not in accordance with the HQS, the City may exercise any of its remedies under this Agreement for all or any of the City HR-PBV Units. Subject to applicable notice and cure periods, such remedies include termination, suspension, or reduction of housing assistance payments, and termination of this Agreement.

10.3.2. The City may exercise any such contractual remedy respecting a City HR-PBV Unit even if the tenant continues to occupy the City HR-PBV Unit.

10.3.3. The City shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless Owner corrects the defect within the period specified by the City and the City verifies the correction. If a defect is life threatening, Owner must correct the defect (or provide alternative, safe housing until the defect is corrected) within twenty-four (24) hours. For other defects, Owner must correct the defect within no more than thirty (30) calendar days, plus any City-approved extension.

11. **LEASING CITY HR-PBV UNITS:**

11.1. **Selection of Tenants.**

11.1.1. During the term of this Part II, Owner must lease all City HR-PBV Units to eligible tenants selected in accordance with an approved Tenant Selection Plan.

11.1.2. Consistent with Program requirements and the approved Tenant Selection Plan, Owner may apply its own admission procedures in determining whether to admit a tenant for occupancy of a City HR-PBV Unit.

11.1.3. Owner must promptly notify in writing any rejected applicant on the grounds for rejection. The City should be provided with a copy of such notification as well.

11.1.4. The City HR-PBV Unit leased to each tenant must be appropriate for the size of the household of the tenant under the approved Tenant Selection Plan.

11.1.5. If a City HR-PBV Unit was occupied by an eligible tenant at the time the unit was selected by the City, or is so occupied on the effective date of this Part II, Owner must offer the tenant the opportunity to lease the same or another appropriately sized City HR-PBV Unit with assistance under this Agreement.

11.1.6. Owner is responsible for screening and selecting tenants from its waiting list.

11.2. **Vacancies.**

11.2.1. Owner must inform the City of any vacancy in a City HR-PBV Unit when an invoice pursuant to Section 6 of this Part II is submitted.

11.2.2. Owner must make a reasonable good faith efforts to minimize the likelihood and length of any vacancy.

11.2.3. If any City HR-PBV Units have been vacant for a period of one hundred twenty (120) calendar or more days, the City may give notice to Owner indicating a requirement to amend this Agreement to reduce the number of City HR-PBV Units by subtracting the number of City HR-PBV Units that have been vacant for such period.

12. **TENANCY:**

- 12.1. **Lease**. The lease between Owner and each tenant must be in accordance with Federal, State, and City requirements. The initial lease must be for a minimum of six (6) months.
- 12.2. **Termination of Tenancy**.
- 12.2.1. Owner may not terminate the tenancy or refuse to renew the lease of a tenant of any of the City HR-PBV Units except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable Federal, State, or local laws; for completion of the tenancy period for transitional housing or failure to follow any required transitional supportive services plan; or for other good cause. Any termination or refusal to renew must be preceded by service of written notice upon the tenant specifying the grounds for the action at least thirty (30) calendar days before the termination of tenancy. Notwithstanding the foregoing, nothing in this Agreement shall prevent the Owner from terminating a tenancy in accordance with Colorado Revised Statutes § 13-40-107.5(4)(a) for a substantial violation as defined in that statute.
- 12.2.2. Owner must comply with the notice requirements of DRMC § 27-240(b).
- 12.2.3. Owner must inform HOST of the commencement of any eviction action and the status of any eviction action once commenced when submitting monthly documentation pursuant to Section 6.4.4. of this Part II.
- 12.3. **Other Owner Charges**.
- 12.3.1. Except as provided in Section 13.3.2 of this Part II, Owner may not require the tenant or household members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
- 12.3.2. Intentionally omitted.
- 12.3.3. Owner may not charge the tenant or household members extra amounts for items customarily include in rent in the locality or provided at no additional cost to the unsubsidized units.
- 12.4. **Security Deposit**.
- 12.4.1. Owner may collect a security deposit from the City or from another entity on behalf of the tenant.
- 12.4.2. Owner must comply with State law and City requirements, which may change from time to time, regarding security deposits from a tenant.

12.4.3. Security deposits may not exceed one (1) month's rent of a City HR-PBV Unit at the time of a tenant's initial lease or be in excess of amounts charged by Owner to unassisted tenants. The security deposit must be held in an interest-bearing, FDIC-insured account.

12.4.4. When the tenant moves out of the City HR-PBV Unit, Owner, subject to State law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which the family owed under the lease. Owner must give the tenant and HOST a written list of all items charged against the security deposit and the amount of each item. Owner must refund the full amount of the balance to the tenant in accordance with applicable law and the terms of the lease.

12.4.5. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, Owner may seek to collect the balance from the tenant. However, the City has no liability or responsibility for payment of any amount owned by the tenant to Owner.

13. **TENANT RIGHT TO MOVE**: The tenant may terminate its lease at any time after the initial lease term.

14. **DOUBLE SUBSIDY**: City HR-PBV Units may not receive a subsidy in addition to the City's housing assistance payment made pursuant to this Agreement. Owner is prohibited from receiving payments from a tenant-based voucher or other rental subsidy for City HR-PBV Units.

15. **TERMINATION OF AGREEMENT FOR WRONGFUL SELECTION OF CITY HR-PBV UNITS**: Subject to Owner's notice and cure rights, this Agreement may be terminated upon thirty (30) calendar days' written notice to Owner by the City if the City determines that the City HR-PBV Units were not eligible for selection in conformity with City requirements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:
Contractor Name:

HOST-202368453-00
WARREN VILLAGE AT ALAMEDA LLLP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202368453-00
WARREN VILLAGE AT ALAMEDA LLLP

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

HOST-202368453-00
WARREN VILLAGE AT ALAMEDA LLLP

By: 

Name: ETHAN HENNING
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-Statement of Work

Warren Village III at Alameda

A Description of work to be performed under this Agreement:

Description of construction including working drawings and specifications is as follows:

- Warren Village III at Alameda will be an 89-unit affordable rental housing development including 79 Supportive Housing Units for individuals and families experiencing or exiting homelessness and is located at 1390 West Alameda Avenue and 1363 & 1373 West Nevada Place, Denver, CO 80223.
- The development as it pertains to this Agreement will consist of 29 City HR-PBV Units fixed to the following unit allocation: Seven (7) 1-bedroom units and Twenty-two (22) 2-bedroom units.
- This development will consist of 2 buildings: the North Building located at 1390 W Alameda Ave. will be a 4-story multi-use, multifamily project with offices, classrooms and other common spaces on the first floor and 3 floors of housing above; and the South Building located at 1363 & 1373 W Nevada Place will be a 3-story mixed use, multifamily project with an Early Learning Center on the first floor and 2 floors of housing above.
- A complete copy of the construction documents for the work to be performed under this Agreement follows this page.
- The plans have been developed in accordance with the requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23.

Warren Village III

1373 W Nevada Pl
Denver, CO 80223



Warren Village III
1373 W Nevada Pl
Denver, CO 80223

2023.01.13

CONSTRUCTION DOCUMENTS

Revisions:
Date No. Remarks

CONSTRUCTION DOCUMENTS | 2023.01.13

PROJECT TEAM:

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Education Consultant

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720.221.1073

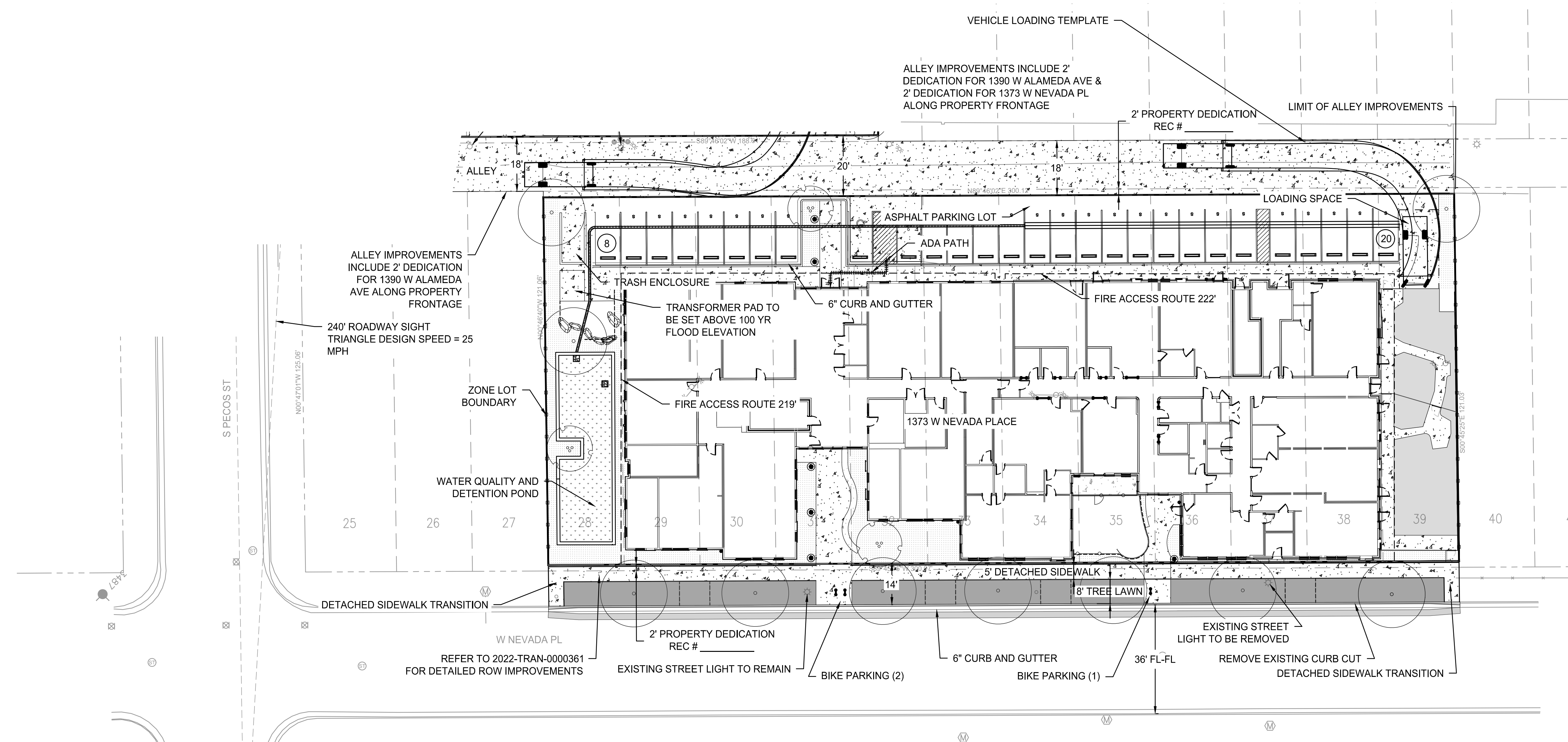
Date	No.	Remarks

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COVER SHEET

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Warren Village III
1373 W NEVADA PL
Denver, CO 80223



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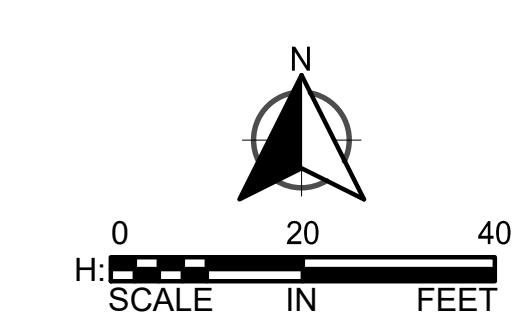
CONSTRUCTION DOCUMENTS

Revisions:

Date	No.	Remarks

LEGEND

	PROPOSED 6" CONCRETE CURB AND GUTTER
	PROPOSED CONCRETE (EDGE)
	PROPOSED TREE LAWN
	PROPOSED CONCRETE IMPROVEMENTS

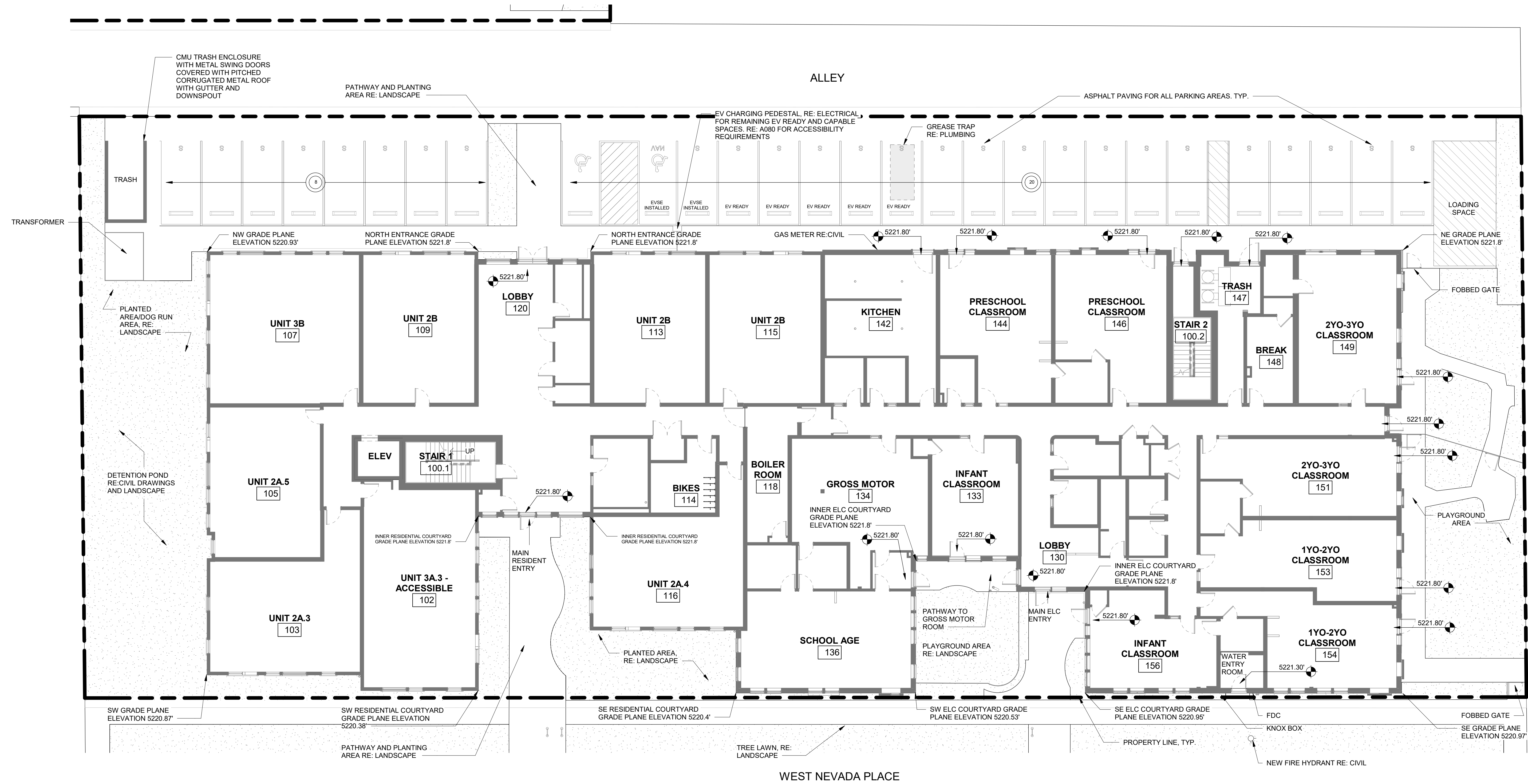


SITE PLAN

C1.0

1390 W ALAMEDA AVE
 (WARREN VILLAGE)

WOMEN'S BEAN
 PROJECT
 DEVELOPMENT



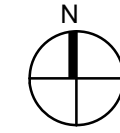
Warren Village III
 1373 W Nevada Pl
 Denver, CO 80223

2023.01.13

CONSTRUCTION
 DOCUMENTS

Revisions:
 Date No. Remarks

1 ARCHITECTURAL SITE PLAN
 A100 3/32" = 1'-0"

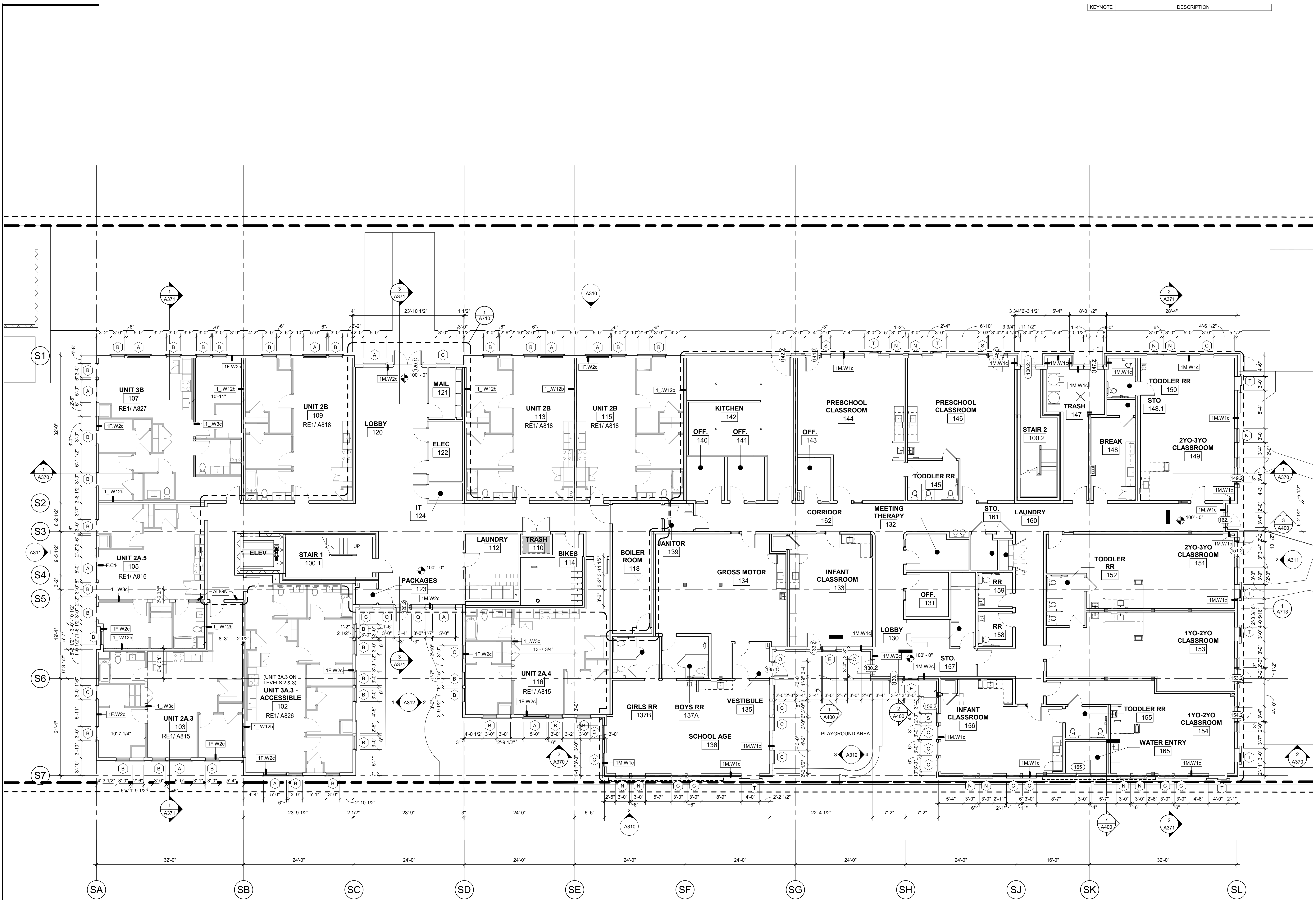


ARCHITECTURAL
 SITE PLAN

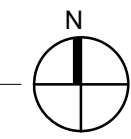
A100

Warren Village III
 1373 W Nevada Pl
 Denver, CO 80223

KEYNOTE DESCRIPTION



1 LEVEL 01 FLOOR PLAN
 A101 1/8" = 1'-0"



2023.01.13

CONSTRUCTION DOCUMENTS

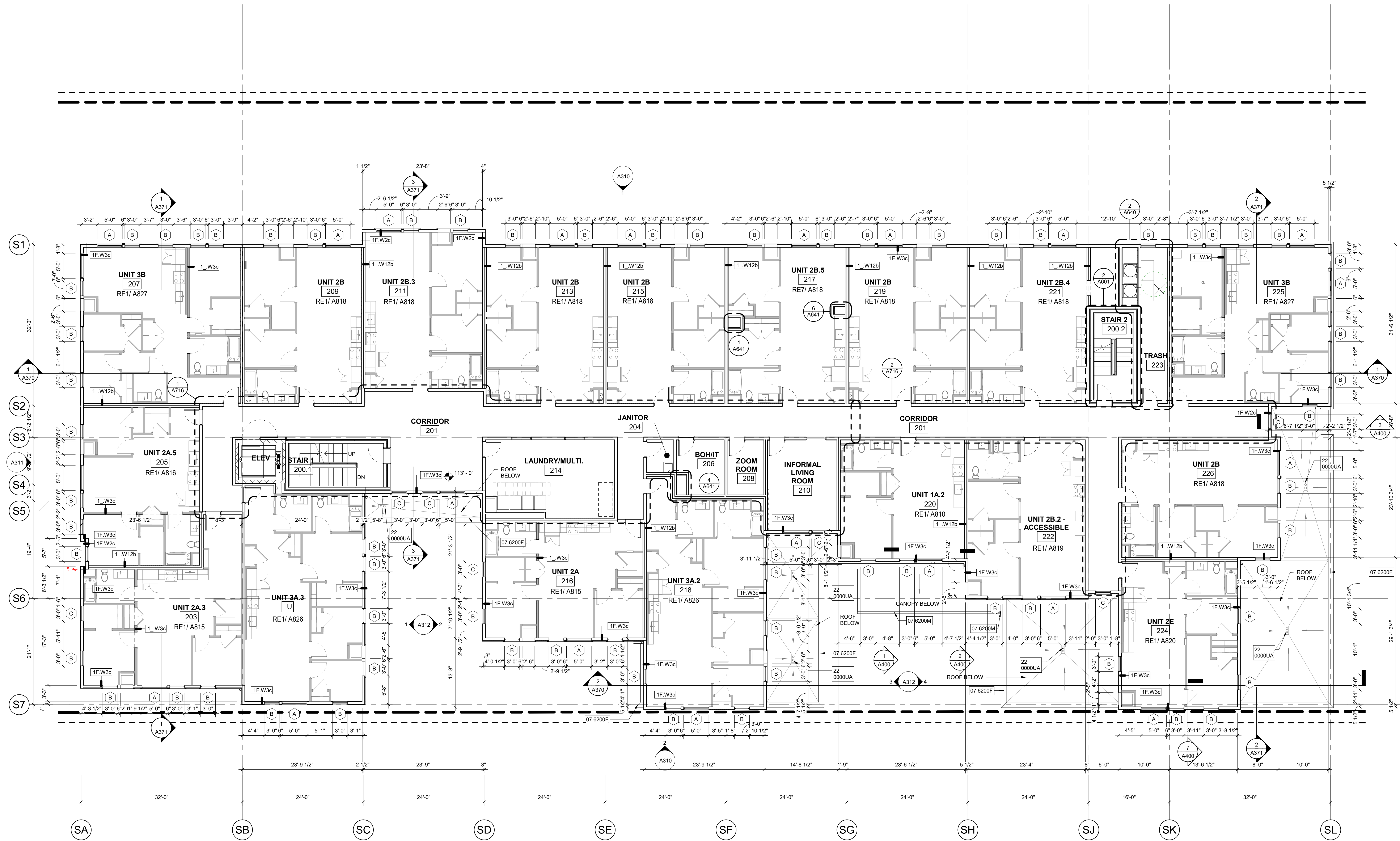
Revisions:
 Date No. Remarks

LEVEL 1 FLOOR PLAN

A101

KEYNOTE	DESCRIPTION
07 6200F	PRE-FINISHED SHEET METAL PARAPET COPING
07 6200M	PRE-FINISHED METAL GUTTER
22 0000UA	ROOF DRAIN W/ SECONDARY OVERFLOW, RE PLUMBING

Warren Village III
 1373 W Nevada Pl
 Denver, CO 80223



1 LEVEL 02 FLOOR PLAN
 A102 1/8" = 1'-0"

2023.01.13

CONSTRUCTION DOCUMENTS

Revisions:
 Date No. Remarks

LEVEL 2 FLOOR PLAN

A102

SHEET NOTES:
 1. THIS FLOOR PLAN IS INTENDED TO BE COMPLEMENTARY TO THE A102 DRAWINGS SHOWING EXTERIOR WINDOW LOCATION, UNIT CHANGES AND COMMON AREA TAGS. FEATURES NOT SPECIFICALLY LOCATED OR DETAILED WITHIN THIS PLAN ARE IDENTICAL IN LOCATION AND DETAIL TO WHAT IS SHOWN ON THE A102 DRAWINGS.

Warren Village III
 1373 W Nevada Pl
 Denver, CO 80223

2023.01.13

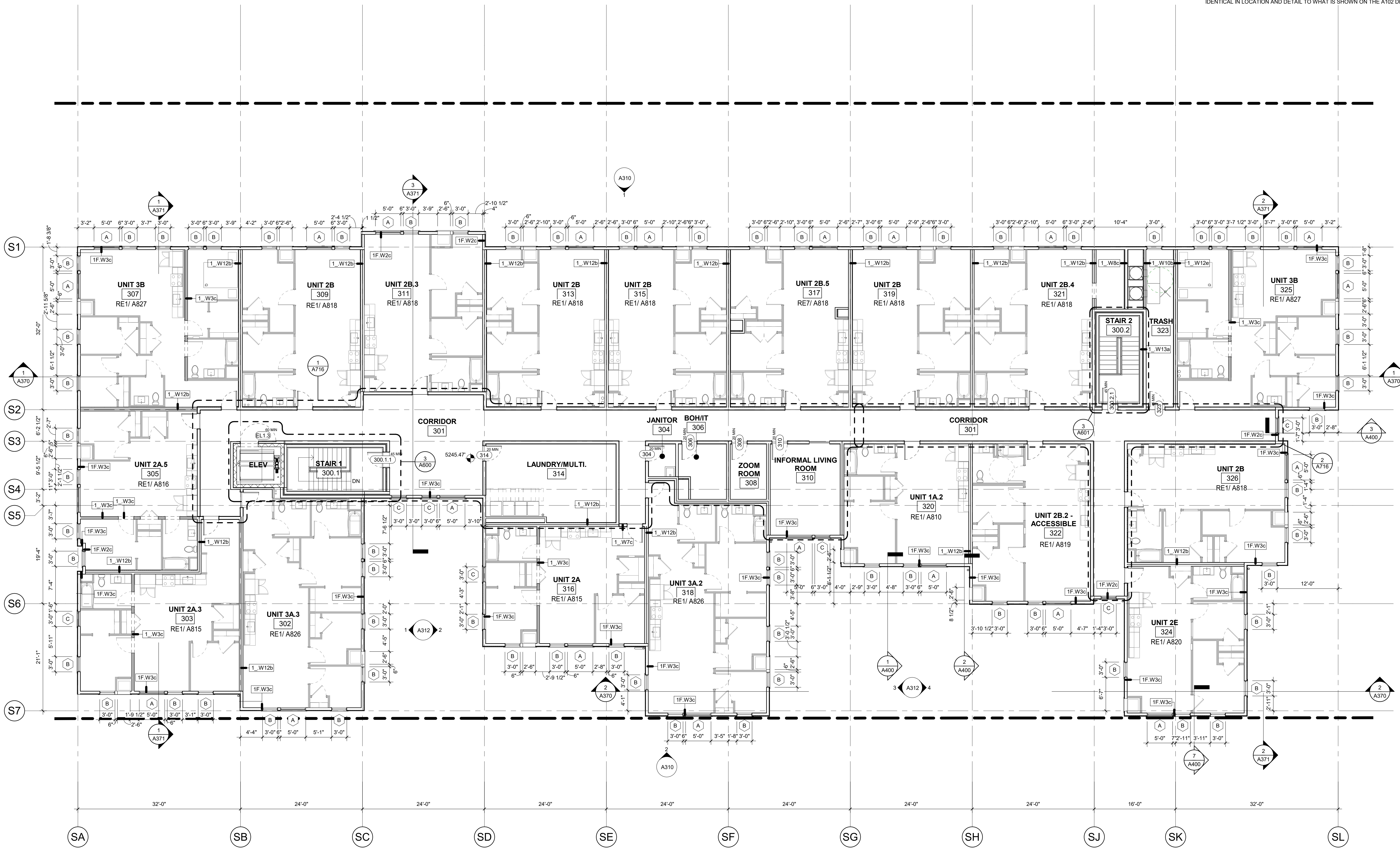
CONSTRUCTION DOCUMENTS

Revisions:
 Date No. Remarks

LEVEL 3 FLOOR PLAN

A103

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1 LEVEL 03 FLOOR PLAN
 1/8" = 1'-0"

KEYNOTE	DESCRIPTION
07 6200F	PRE-FINISHED SHEET METAL PARAPET COPING
07 6200M	PRE-FINISHED METAL GUTTER
07 6200Q	PRE-FINISHED SHEET METAL OPEN DOWNSPOUT
07 7200D	ROOF HATCH
14 9100F	CHUTE ROOF VENT / CAP
22 0000UA	ROOF DRAIN W/ SECONDARY OVERFLOW, RE PLUMBING
23 0000E	ROOFTOP MECHANICAL EQUIPMENT, RE MECHANICAL
23 0000F	MAKE-UP AIR UNIT (MAU), RE MECHANICAL
23 0000I	ROOFTOP EQUIPMENT CURB, RE MECHANICAL

Warren Village III
1373 W Nevada PI
Denver, CO 80223

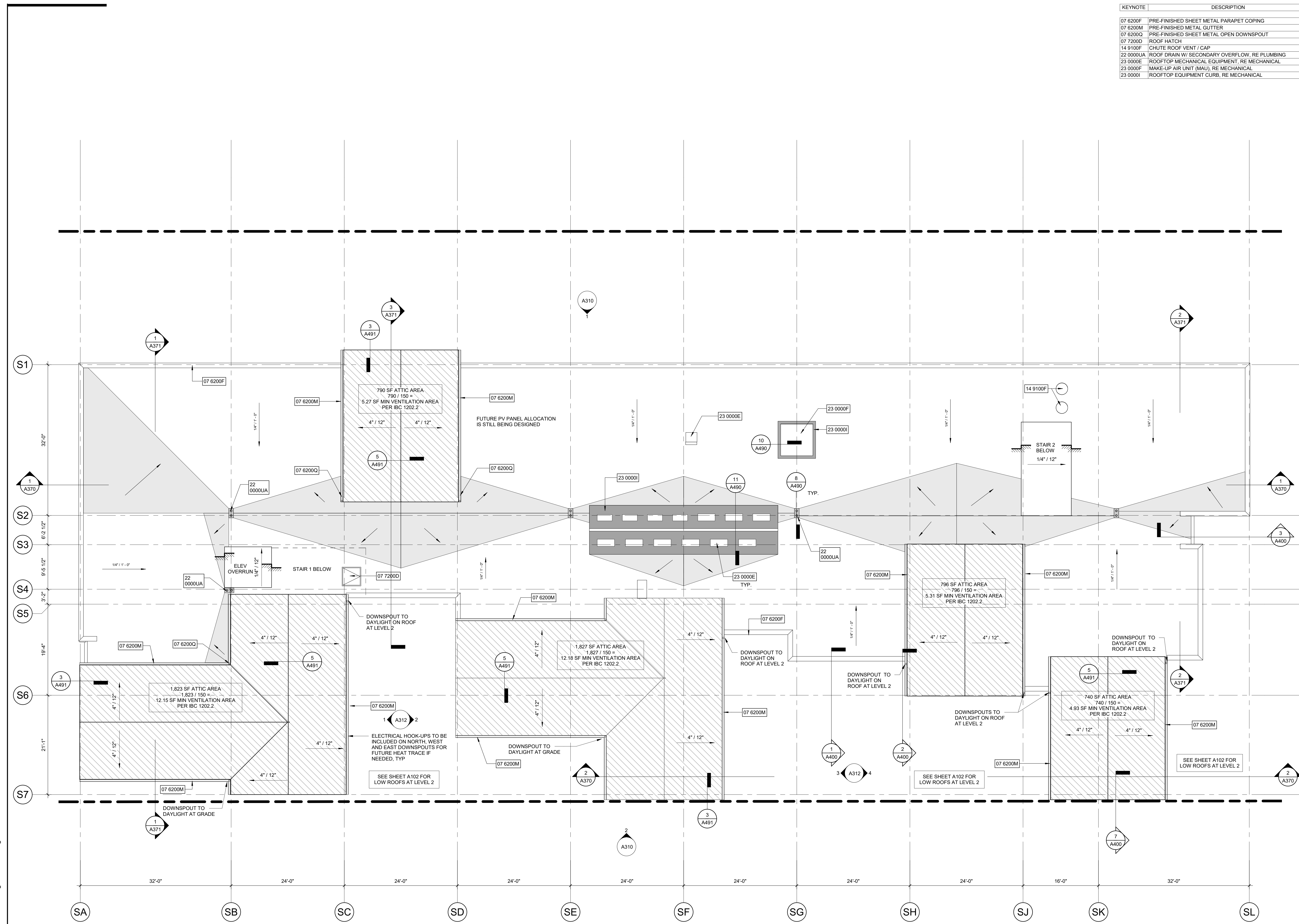
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CONSTRUCTION DOCUMENTS
Revisions:
Date No. Remarks

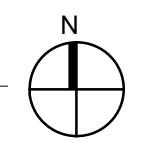
ROOF LEVEL PLAN

A104

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1 ROOF PLAN
A104
1/8" = 1'-0"



Warren Village III

1390 W Alameda Ave
Denver, CO 80223



Warren Village III
1390 W Alameda Ave
Denver, CO 80223

2023.01.13

CONSTRUCTION DOCUMENTS

Revisions:
Date No. Remarks

CONSTRUCTION DOCUMENTS | 2023.01.13

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Boulder Engineering
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Ricca Design Studios
Contact: Jeremy Kittelson
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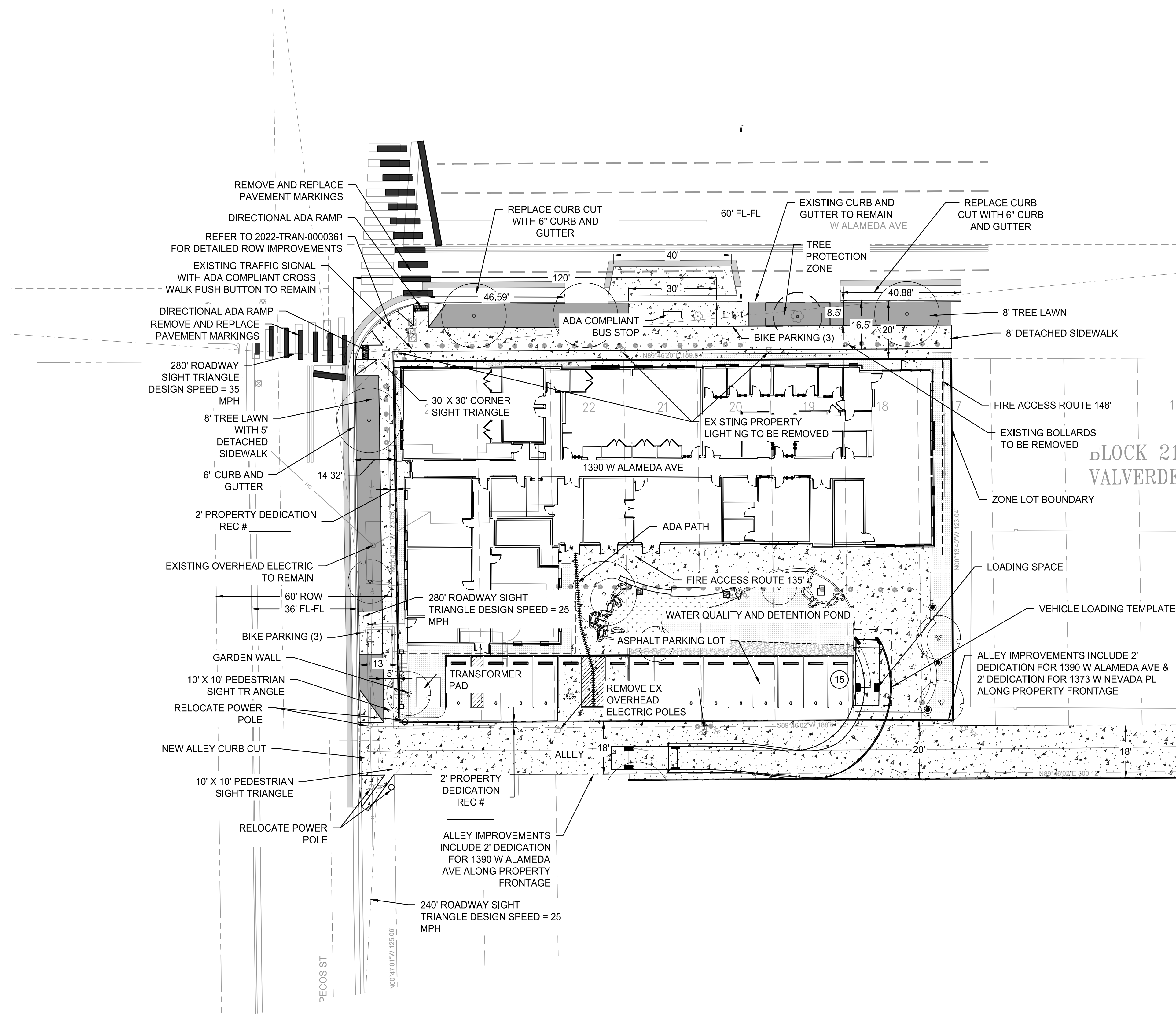
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COVER SHEET

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1390 W Alameda Ave
Denver, CO 80223



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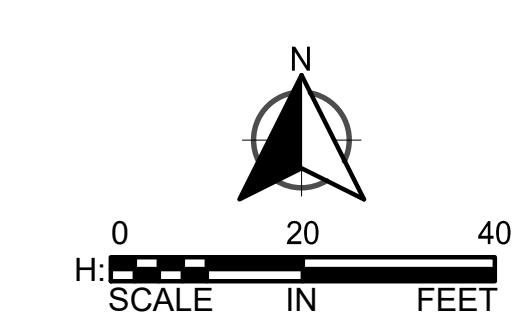
CONSTRUCTION DOCUMENTS

Revisions:

Date	No.	Remarks

LEGEND

	PROPOSED 6" CONCRETE CURB AND GUTTER
	PROPOSED CONCRETE (EDGE)
	PROPOSED TREE LAWN
	PROPOSED CONCRETE IMPROVEMENTS

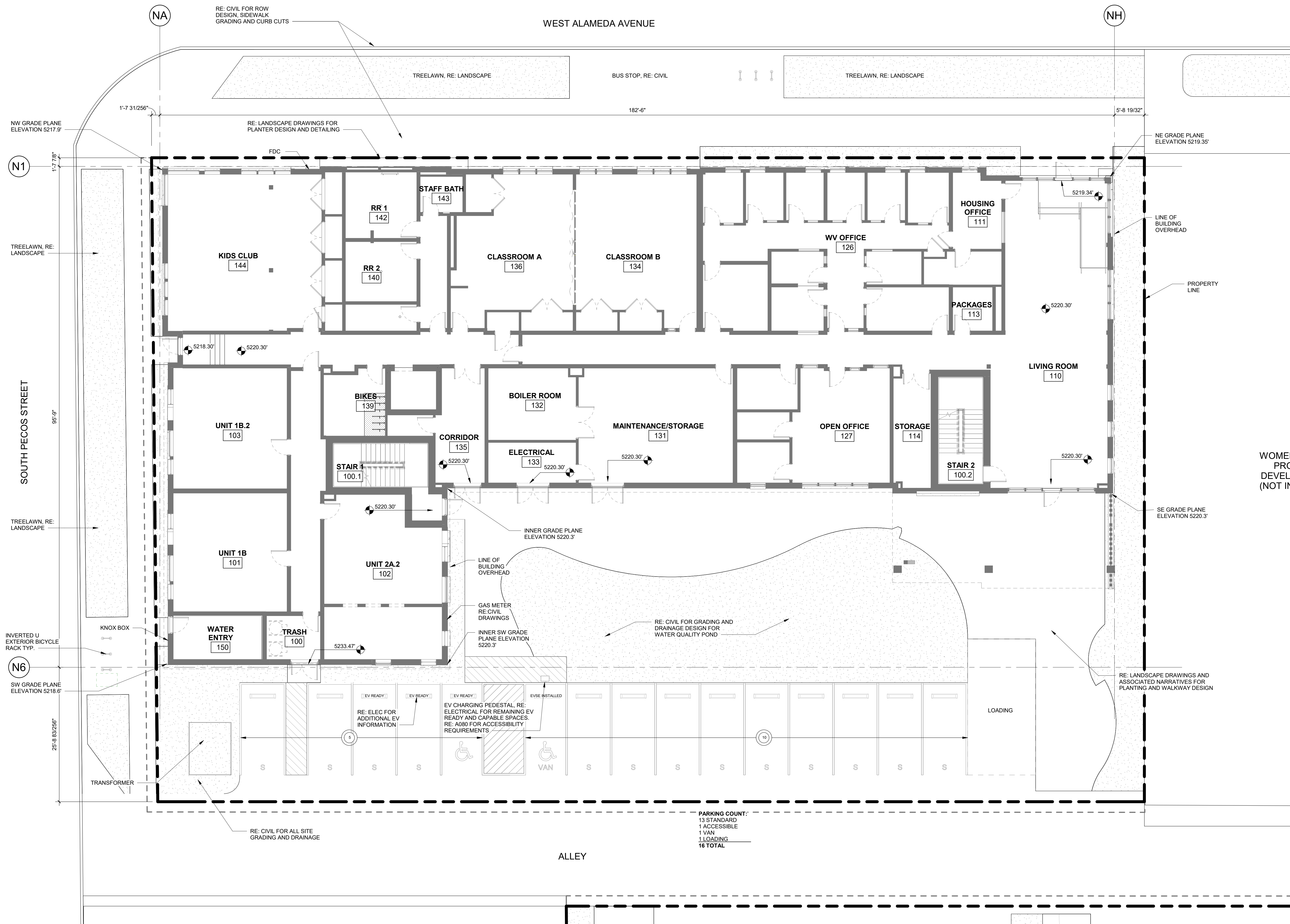


SITE PLAN

C1.0

Warren Village III
 1390 W Alameda Ave
 Denver, CO 80223

WOMEN'S BEAN
 PROJECT
 DEVELOPMENT
 (NOT IN SCOPE)



2023.01.13

CONSTRUCTION DOCUMENTS

Revisions:
 Date No. Remarks

ARCHITECTURAL
 SITE PLAN

A100

1 ARCHITECTURAL SITE PLAN
 A100 1/8" = 1'-0"

KEYNOTE	DESCRIPTION
22 0000U	ROOF DRAIN, RE PLUMBING

Warren Village III
 1390 W Alameda Ave
 Denver, CO 80223

2023.01.13

CONSTRUCTION DOCUMENTS

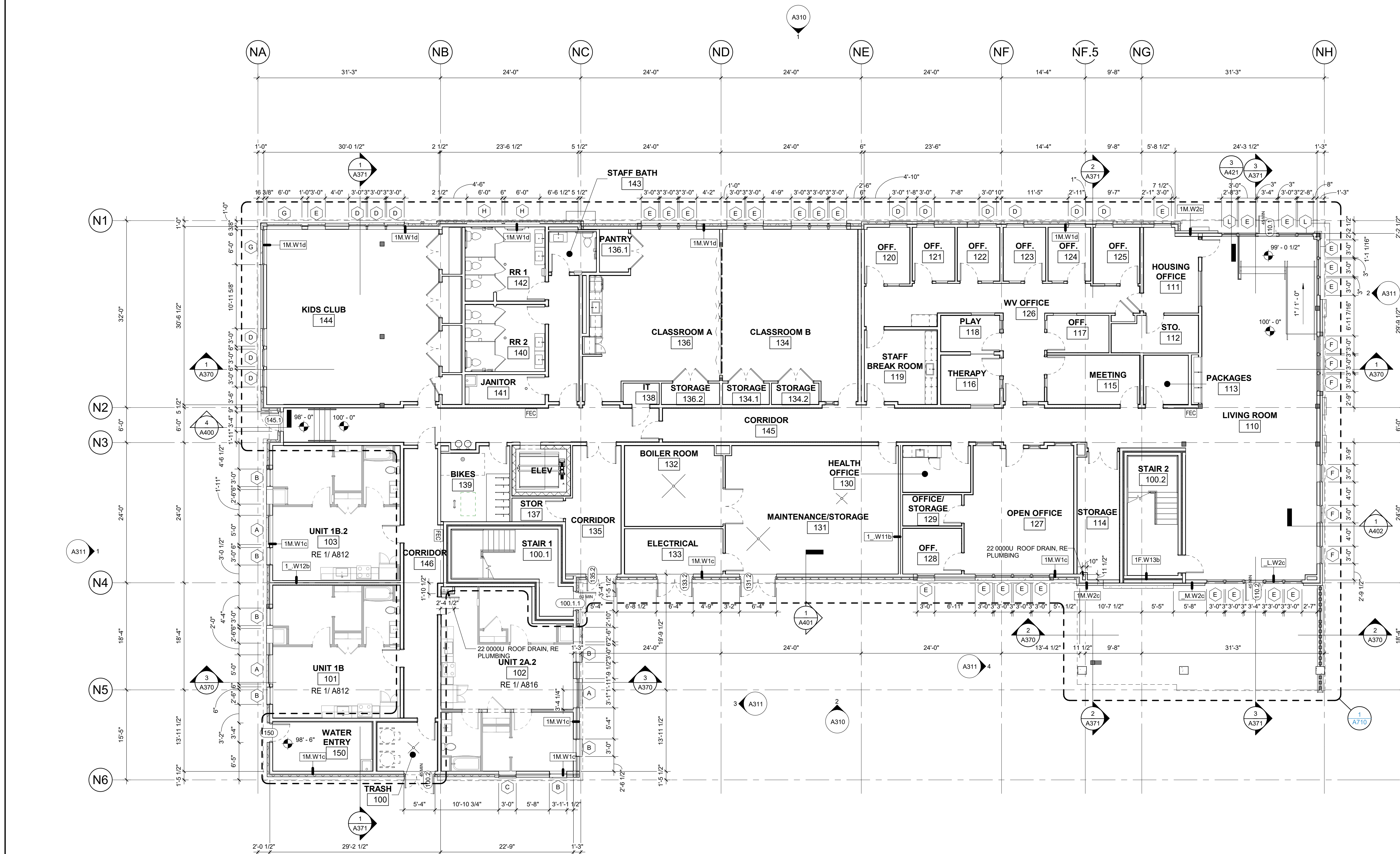
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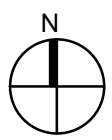
LEVEL 1 FLOOR PLAN

A101

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1 LEVEL 1 FLOOR PLAN
 1/8" = 1'-0"



Warren Village III
 1390 W Alameda Ave
 Denver, CO 80223

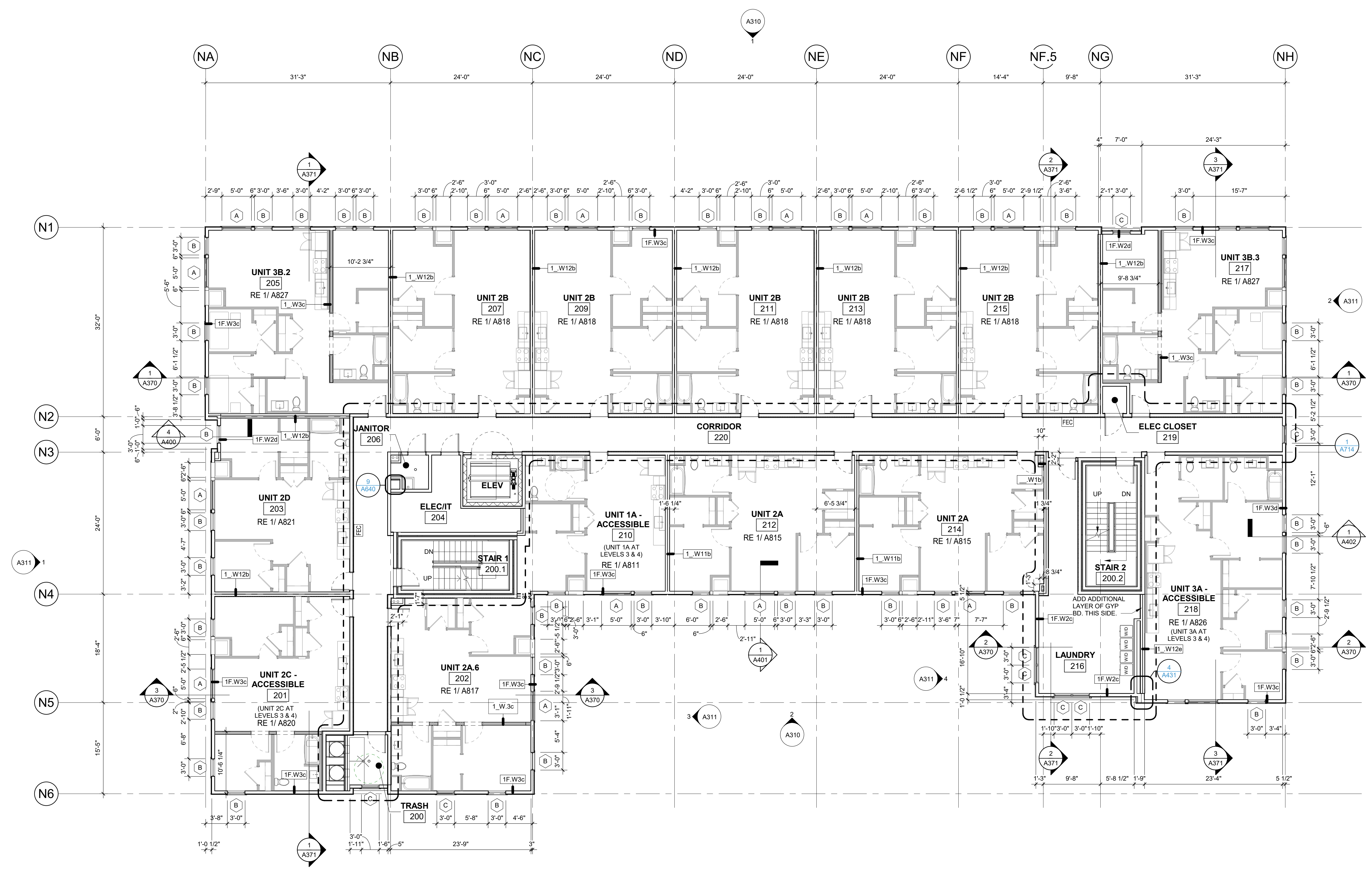
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CONSTRUCTION DOCUMENTS
 Revisions:
 Date No. Remarks

LEVEL 2 FLOOR PLAN

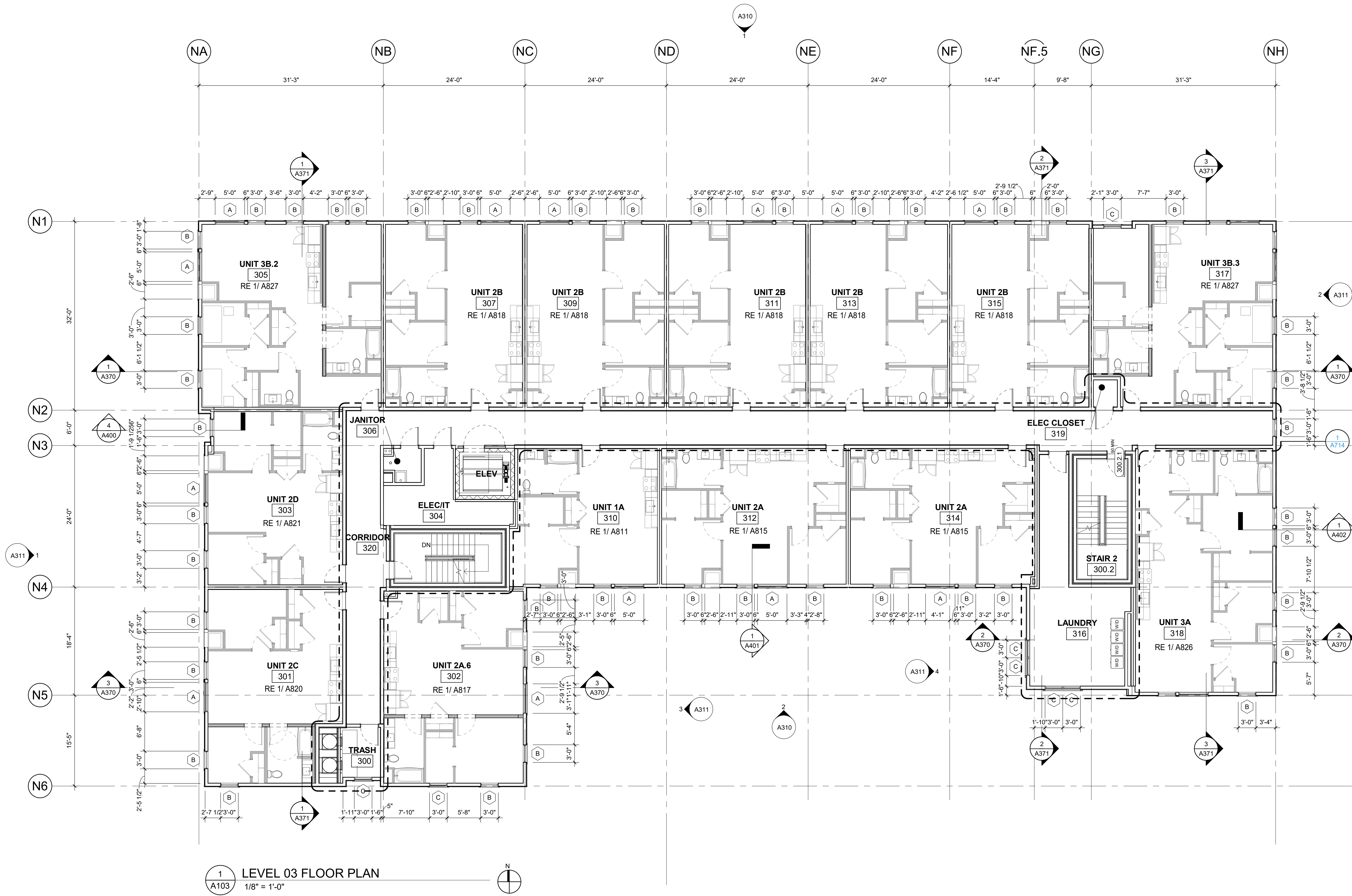
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1 LEVEL 2 FLOOR PLAN
 1/8" = 1'-0"

Warren Village III
 1390 W Alameda Ave
 Denver, CO 80223



SHEET NOTES:
 1. THIS FLOOR PLAN IS INTENDED TO BE COMPLEMENTARY TO THE A102 DRAWINGS SHOWING EXTERIOR WINDOW LOCATIONS, UNIT CHANGES AND COMMON AREA TAGS. FEATURES NOT SPECIFICALLY LOCATED OR DETAILED WITHIN THIS PLAN ARE IDENTICAL IN LOCATION AND DETAIL TO WHAT IS SHOWN ON THE A102 DRAWINGS.

2023.01.13

CONSTRUCTION DOCUMENTS

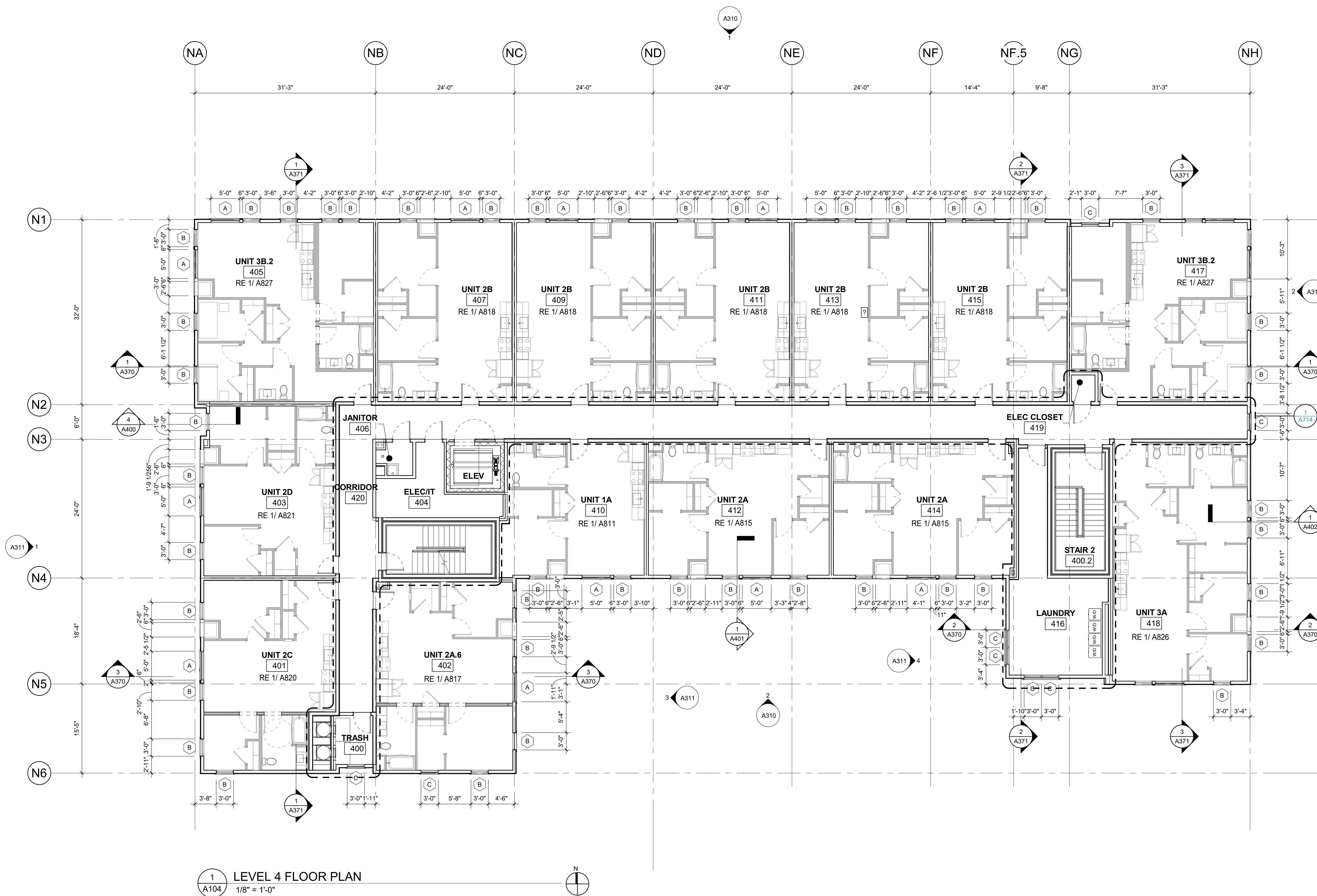
Revisions:	Date	No.	Remarks

LEVEL 3 FLOOR PLAN

A103

KEYNOTE	DESCRIPTION

Warren Village III
 1390 W Alameda Ave
 Denver, CO 80223



SHEET NOTES:
 1. THIS FLOOR PLAN IS INTENDED TO BE COMPLEMENTARY TO THE A102 DRAWINGS
 SHOWING EXTERIOR WINDOW LOCATIONS, UNIT CHANGES AND COMMON AREA
 TAGS. FEATURES NOT SPECIFICALLY LOCATED OR DETAILED WITHIN THIS PLAN ARE
 IDENTICAL IN LOCATION AND DETAIL TO WHAT IS SHOWN ON THE A102 DRAWINGS.

1 LEVEL 4 FLOOR PLAN
 A104 1/8" = 1'-0"

2023.01.13

CONSTRUCTION DOCUMENTS

Revisions:	Date	No.	Remarks

LEVEL 4 FLOOR PLAN

A104

KEYNOTE	DESCRIPTION
07 6200M	PRE-FINISHED METAL GUTTER
07 6200Q	PRE-FINISHED SHEET METAL OPEN DOWNSPOUT
14 9100F	CHUTE ROOF VENT / CAP
22 0000UA	ROOF DRAIN W/ SECONDARY OVERFLOW, RE PLUMBING
23 0000E	ROOFTOP MECHANICAL EQUIPMENT, RE MECHANICAL
23 0000I	ROOFTOP EQUIPMENT CURB, RE MECHANICAL

Warren Village III
1390 W Alameda Ave
Denver, CO 80223

2023.01.13

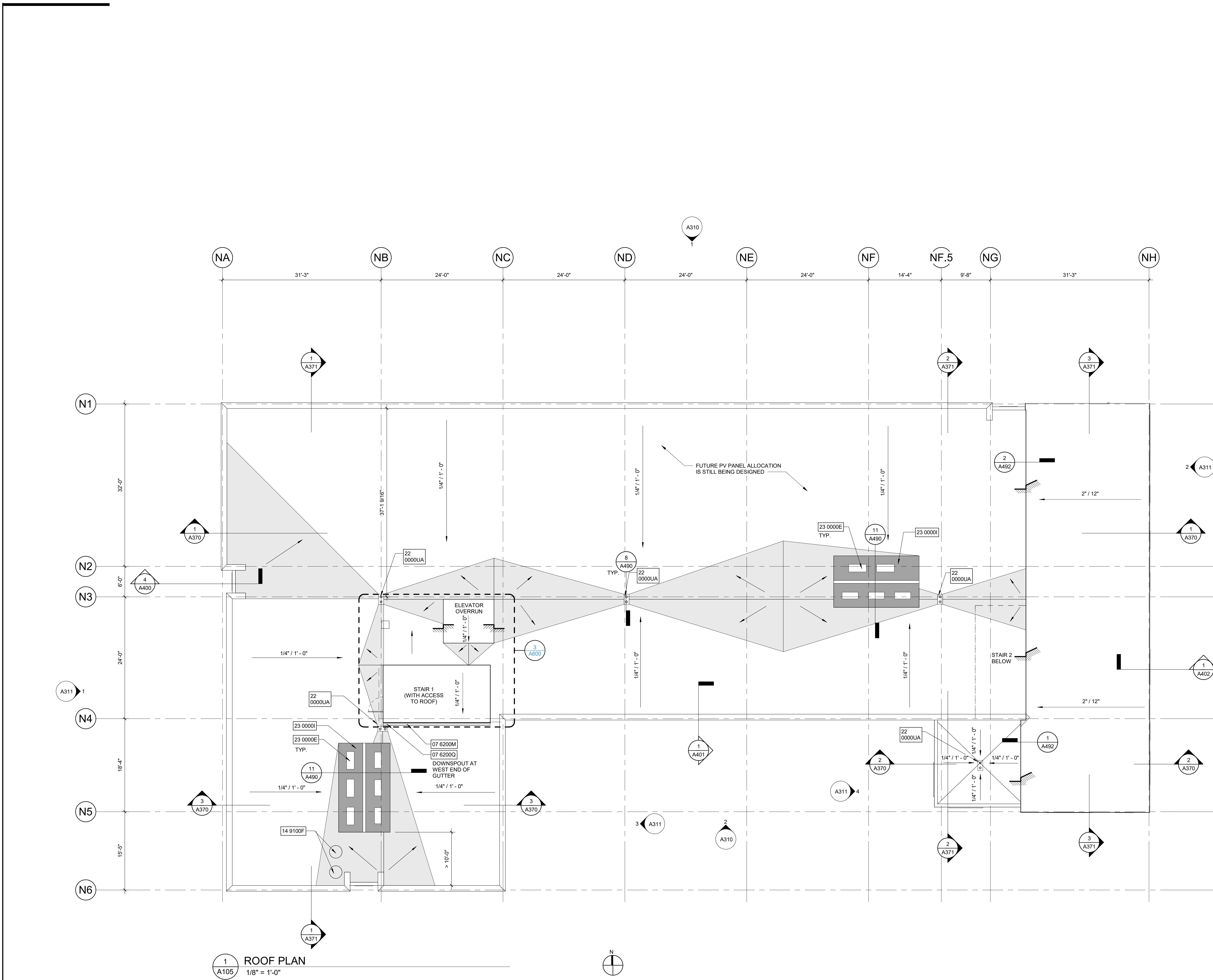
CONSTRUCTION DOCUMENTS

Revisions:
Date No. Remarks

ROOF LEVEL FLOOR PLAN

A105

1/16/2023 12:16:15 PM Autodesk Docs://1947 - Warren Village/Warren Village North RVT 2022.rvt



1 ROOF PLAN
A105 1/8" = 1'-0"

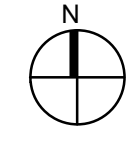


EXHIBIT B - Description of Housing

Warren Village III at Alameda

Description of housing:

- The project will be developed at 1390 West Alameda Avenue and 1363 & 1373 West Nevada Place, Denver, CO 80223.
- This Agreement will cover 29 City HR-PBV Units within this 89-unit project.
- City HR-PBV Units by square footage and number of bedrooms:
 - Seven (7) 1-bedroom units
 - One-bedroom units throughout the development range between 544 and 597 SF
 - Twenty-two (22) 2-bedroom units
 - 2-bedroom units throughout the development range between 711 and 862 SF
- Services, maintenance, or equipment to be supplied by the owner without charges: Maintenance of apartment units and cleaning of common areas are supplied by the owner free of charge. Communal laundry facilities are provided on the second, third, and fourth floors.
- Utilities available to the City HR-PBV Units: Owner will supply water, sewer, trash, gas and electric.
- Estimated 2024 Initial Rent to Owner:

Warren Village (2024)	Number of Vouchered Units	Payment Standard
1 bedroom	7	\$ 1,861
2 bedroom	22	\$ 2,246
TOTAL	29	

Note: All rents for each City HR-PBV Unit may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent for each City HR-PBV Unit shall be determined by the City in accordance with Colorado Division of Housing requirements and prior to the commencement of Part II of this Agreement.

EXHIBIT C

TENANT RENT CALCULATION

The tenant rent will be determined using the total household income anticipated to be received in the immediately subsequent 12-month period. The tenant rent must not exceed 30% of the household's monthly adjusted income. The tenant rent is the total tenant payment minus the utility allowance.

The housing assistance payment is the City HR-PBV Unit rent minus the tenant rent. The housing assistance payment starts the date the household's eligibility is approved based upon the executed lease start date.

The tenant rent calculation for the household will be completed as follows:

1. Determine the annualized income and income from the assets to calculate the gross annual income.
2. Identify the applicable allowances for the household (elderly/disabled, dependent and childcare)
3. Calculate the allowable medical/disability expenses:
 - Add medical expenses and disability expenses and subtract 3% of the gross annual income = allowable medical/disability expenses
4. Determine the annual adjusted income
 - Gross annual income – allowances (dependent, elderly/disabled and childcare) – allowable medical/disability expenses = annual adjusted income
5. Calculate the adjusted monthly income
 - Annual adjusted income divided by 12 = monthly adjusted income
6. Calculate the total tenant payment amount prior to the utility allowance
 - Month adjusted income x 30% = total tenant payment prior to the utility allowance
7. Calculate the tenant rent
 - Tenant rent – utility allowance = tenant rent payment
8. Calculate the housing assistance payment
 - City HR-PBV Unit rent – tenant rent payment = housing assistance payment

EXHIBIT D

TENANT ELIGIBILITY CRITERIA AND INCOME, ASSET, AND EXPENSES VERIFICATION

Income, Asset, and Expense Verification:

Owner or the Project's property management company is responsible for completing tenant income and asset verifications on forms approved by the City.

The tenant must sign a consent form, provided by Owner or the Project's property manager, to allow for the verification of the income and assets of the tenant's household. A verification must be dated within sixty (60) days of the move-in date or one hundred twenty (120) days of the recertification effective date.

All attempts to verify income and assets of the household of a tenant must be documented on forms approved by the City.

Acceptable verification methods are 1) third-party written, 2) third-party verbal, and 3) documents provided by the household.

The acceptable income and asset verification list includes, but is not limited to:

Employment documentation:

- Direct verification from the employer
- Verbal employment verification from the employer
- 3-6 current, consecutive paystubs

Self-Employment/Business Income documentation:

- Self-Employment certification declaring anticipated annual income along with current tax return or transcript
- Notarized Profit and Loss statement from a tax accountant for the prior year and current year-to-date

Unemployment documentation:

- Current benefit notice showing current payment amount and frequency
- Statement of anticipated unemployment or possible employment

Social Security/SSI/SSDI/Pension documentation:

- Current* Annual Award Letter

*Social Security will announce the Cost-of-Living Increase (COLA) increase towards the end of the year. If processing a move in or recertification effective January or later, use the COLA increase to anticipate this income source.

TANF/OAP/AND/Child Support/Alimony documentation:

- Current printout from U.S. Department of Human Services (DHS)
- 12-month printout from Child Support Enforcement or the payment distribution agency

- Current Child Support agreement
- Notarized statement from the non-custodial parent showing current payment and frequency

Recurring Gifts/Contributions* documentation:

- Notarized statement from the individual(s) gifting recurring money or household items to the family

*Does not include childcare expenses paid directly to the childcare provider, food or transportation purchased for the household

Regular payments or distributions received from annuities/insurance policies/retirement funds/disability compensation/worker's compensation/severance pay acceptable documentation:

- Current payment statement with payment amount and frequency

Zero Income documentation:

- Statement from the household documenting how the necessary monthly expenses are being paid and certifying that no income is being received, witnessed by management.

Checking and Savings Accounts documentation:

- Current statement showing the interest rate and ending balance

401K/403B/Keough/IRA/Retirement Accounts/ Pension/Whole Life Insurance/Money Market/ Stocks/Bonds acceptable documentation:

- Current statement* showing dividends and/or distribution amount and frequency

*The account balance is not counted as an asset, but the income and/or dividends will be counted as income.

Real Estate ownership:

- Estimated current market value through assessor's department, current mortgage statement, current loan statement and current cost to convert the asset to cash such as broker/real estate fees/closing costs

Trusts documentation:

- Revocable Trust – current statement if the household has the right to withdraw the funds in the trust, this is considered an asset and any income earned is considered actual asset income
- Non-revocable Trust – If the trust not under the control of a household member, the account is not considered an asset. However, if anyone in the household is receiving regular distributions this is considered income.

Disability verification documentation:

- Social Security Disability benefit letter or Social Security Benefit letter with DI or DC after the social security number
- A verification from an individual identified by the tenant such as a medical professional, a peer support group, a non-medical service agency, or a reliable third party who knows the individual's disability.

- Specific medical diagnosis, treatment or nature or severity of disability may not be used nor placed in the tenant file.

Child Care expense documentation:

- Written third party verification from the childcare provider with the amount the household is responsible for paying that is unreimbursed by an individual outside of the household or an agency
- Copies or receipts indicating childcare payments
- If the childcare provider is an individual, the provider must provide a statement of the amount they are charging the household.

Medical Expense documentation:

- Written verification from the medical office with the out of pocket and anticipated medical expenses
- Pension statements that include medical insurance premiums
- Original receipts or statements from the medical provider showing paid and unreimbursed medical expenses
- Physician's prescriptions for over-the-counter products and accompanying receipts
- Insurance premium statements or insurance premium payments listed on other written third-party verifications documents such as paystubs

Disability Expense documentation:

- Written certification from a reliable* source i.e., health care provider, medical professional, a peer support group, a non-medical service agency or third party that the person with a disability requires the services and/or equipment permitting a family member or the person with disability to work
- For attendant care: Attendant's written certification of amount received from the household, frequency of receipt and hours of care provided and copies of cancelled checks/payment receipts.
- For auxiliary apparatus (ex. Hearing aid, wheelchair, etc.): Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus. In cases where the person with disabilities is employed, a statement from the employer that the apparatus is necessary for employment.

*A reliable source as a verifier is someone that has knowledge of the disability related needs and can verify that the expense is needed.

The City's Project Based Housing Voucher Program uses the HUD Handbook 4350.3 Appendix 3 Acceptable Forms of Verification for additional guidance on other verification documents.

Income not counted includes, but is not limited to:

- Temporary, nonrecurring or sporadic income
- Earned income from a Minor under the age of 18 years old
- Income of a live-in aide
- Income earned from State and Local Employment Training Programs (see 4350.3 Appendix 3 for details)

- Earned Income Tax Credit (EITC)
- Lump sum payments that are not recurring and/or periodic payments
- Foster, adoption and/or kinship assistance payments for the care of foster children or foster adults
- Low Income Home Energy Assistance (LEAP) assistance payments
- Reimbursements for medical expenses

Adjusted Income (deductions from annual income)

There are 5 types of deductions to the determination of annual household income:

- 1) Dependent allowance:
 - a. A household shall receive a deduction of \$480 for each family member that is (i) under 18 years of age, (ii) a person with disabilities, or (iii) a full-time student of any age.
 - b. The head of household, co-head, and spouse may never qualify as a dependent.
- 2) Elderly/Disabled allowance:
 - a. A household shall receive a deduction of \$400 when the head of household, co-head, or spouse is a person with a disability.
- 3) Childcare expense allowance:
 - a. A household shall receive a deduction for anticipated childcare expenses for children under the age of 13 during each 12-month period of the recertification timeframe. The childcare deduction cannot exceed the employment income of the employed household member.
 - b. The childcare expense must enable a family member to work, seek employment or attend school.
 - c. The expenses may not include amounts paid to a family member living in the unit.
 - d. The amount deducted must be reasonable as per the customary and/or average cost of childcare for the area
- 4) Medical expense deduction:
 - a. If the head of household or spouse is 62 years old or older or disabled, the household shall receive a deduction in an amount that equals the reasonable and unreimbursed medical or dental expenses to be subtracted from the gross income. The allowable expense deduction must exceed 3 percent of the household gross income.
- 5) Disability expense deduction
 - a. This deduction is for unreimbursed, anticipated costs for attendant care and “auxiliary apparatus” for each family member who is a person with disabilities that allow a family member 18 years old or older to become employed. This deduction also applies if the disability assistance allows the disabled household member to be employed as well. The allowable expense must be reasonable and not reimbursed by any other agency and must exceed 3 percent of the household gross income.

EXHIBIT E

APPROVED TENANT SELECTION PLAN

Appendix 4C: Supportive Housing Tenant Selection Plan DOH Template

SUPPORTIVE HOUSING TENANT SCREENING CRITERIA

Housing Choice Voucher (HCV) Program.

Updated 1/12/2022

Warren Village III Alameda uses a Housing First Model as well as a Harm Reduction and trauma-informed approach. Housing First embraces the idea that people participating in a Supportive Housing (SH) program should be given housing even if they are struggling with issues of chemical dependency, mental health, and/or other barriers to housing that might render them ineligible under more traditional models of housing.

Core Elements of Housing First Include:

- Acceptance of applicants regardless of their sobriety, any past or current use of substances, any completion of rehabilitation or treatment, or participation in any other supportive services.
- Applicants are seldom rejected solely on the basis of poor credit or financial history, employment readiness, poor or absent rental history, criminal convictions, or any other behaviors that are generally held to indicate a lack of “housing readiness.”
- Supportive services emphasize engagement and problem-solving over therapeutic goals. Services plans are highly tenant-driven without standardized or predetermined goals, and client choice is key.
- Use of alcohol or drugs in and of itself (without other lease violations) is not considered a reason for eviction.

1) Warren Village III Alameda Eligibility Criteria: *(Cannot be Modified)*

- Extremely low-income households where the head of household is 18 years of age or older with documented lawful presence. Households that are experiencing homelessness (City will use the definition for literally homeless), and/or households that include a person who is a person with a disability.

2) Warren Village III Alameda Referral Sources: *(Cannot be Modified)*

- 50% of referrals of eligible households through Regional Coordinated Entry System
- 50% of referrals of eligible households through Warren Village’s waitlist managed strictly for the purpose of keeping all units occupied. Waitlist referrals will be provided using a common assessment tool to identify families who would benefit from a SH intervention.

3) Warren Village III Alameda Preferences: *(Can be modified)*

- Eligible households with a disability as verified by a knowledgeable professional
- Eligible households with long lengths of homelessness defined by HUD; additionally, for the 50% of referrals not coming from OneHome, eligible households will also include households at imminent risk of homelessness
- Eligible households comprised of one adult Head of Household with children or youth whose family could benefit from services offered
- Eligible households with high utilization of publicly funded systems as determined by

- Child Welfare involvement

4) Warren Village III Alameda Criminal Screening Criteria: (Can be modified)

- *If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine.*
- *If any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.*
- *With community safety in mind, and the largest number of residents expected to be children, if any member of the household has ever been convicted of violent crime (E.g. murder, attempted murder, nonnegligent manslaughter, rape, sexual assault, battery, robbery and/or aggravated assault) this will not be reason for automatic denial, but their application will be considered on a case-by-case basis.*

5. Warren Village III Alameda Application Procedure (Only applicable to CDOH vouchers unless otherwise stated)

- A. Anyone who wishes to be considered for a Project-Based Voucher (PBV) unit at **Warren Village III Alameda** must complete the appropriate Division of Housing (DOH)-designated PBV application.
- B. An applicant must submit a completed DOH PBV application to be considered for residency. Incomplete applications will be returned to the applicant to complete.
- C. Once the completed application is received, it will be forwarded to the DOH Voucher Administrator agency that is providing voucher administration services for **Warren Village III Alameda**.
- D. All applications must be entered in DOH's Elite rental assistance database system by the DOH Voucher Administrator agency.
- E. Placement on the waiting list does not automatically guarantee eligibility for an apartment. Further screening as described in the eligibility criteria section will be completed at the time an apartment becomes available.
- F. Once the Property Manager is aware that a unit will be coming available, they will contact the DOH Voucher Administrator agency to let them know of the vacancy.
- G. The DOH Voucher Administrator agency will pull the next available applicant off of the waiting list, and arrange a time to meet, and verify the information provided on the application.
- H. Once verified, the DOH Voucher Administrator agency will notify the **Warren Village III Alameda** that they may begin their screening process.
- I. If the applicant is deemed ineligible, **Warren Village III Alameda** must supply a copy of the written denial to the DOH Voucher Administrator agency and the City.
- J. If the applicant is deemed eligible by both the property and DOH, the DOH Voucher Administrator agency will contact the applicant and conduct a PBV briefing.

6. Notification of Denial (Only applicable to CDOH vouchers unless otherwise stated)

Once applicant screening has been completed and all materials have been verified and evaluated, any application not meeting the above criteria will be denied. **Warren Village III Alameda** must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reason for the denial and must also state that the applicant may request an informal review of the decision. A copy of this denial must also be sent to the DOH Voucher Administrator agency and the City.

7. Appeal Process

The applicant shall have ten (10) business days from the date of the letter to request, in writing, an informal review of the decision for denial. **Warren Village III Alameda** must schedule and send written notice of the informal review within ten (10) business days of the family's request. The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person. **Warren Village III Alameda** will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review to the applicant and his or her representative, if any, along with proof of mailing. If the decision to deny is overturned as a result of the informal review, processing for admission will resume. If the family fails to appear for their informal review, the denial of admission will stand and the family will be notified.

8. Consideration of Circumstances/Reasonable Accommodations

Warren Village III Alameda's decision concerning denial of admission is subject to consideration of circumstances and reasonable accommodations. The policy of **Warren Village III Alameda** is to consider all requests by individuals with a disability for reasonable accommodation both in policies and procedures that assist in providing an equal opportunity to use and enjoy the programs under which the project is funded. **Warren Village III Alameda** will consider all relevant circumstances when deciding whether to deny assistance based on a family's past history. Examples include: seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred, whether the culpable household member is participating in or has successfully completed rehabilitation program or has otherwise been rehabilitated successfully.

9. Availability of Plan

This Tenant Selection Plan is available to the public upon request. It can be requested at the rental office during normal office hours.

10. Modification of Plan

Warren Village III Alameda will review this Tenant Selection Plan at least once annually to ensure that it reflects current operating practices and program priorities. If **Warren Village III Alameda** feels the plan needs to be modified in any way, a notice of such modification will be provided by mail to applicants on the waiting list. For this reason, the current Tenant Selection Plan in place at **Warren Village III Alameda** will always be dated.

EXHIBIT F

**CONSENT TO ASSIGNMENT OF
PROJECT-BASED
VOUCHER PROGRAM AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF PROJECT-BASED VOUCHER PROGRAM AGREEMENT (“Consent”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), by and through the Department of Housing Stability (“HOST”), and [OWNER], a Colorado [entity type], whose address is [address, city, state zip] (the “Owner”), individually a “Party” and jointly the “Parties.”

WHEREAS, Owner will construct or has constructed a residential development located at [property address] that will provide [XX] dwelling units for individuals experiencing homelessness or having exited from homelessness;

WHEREAS, the City and Owner entered into that certain Project-Based Voucher Program Agreement dated _____, 202_ (the “City HAP Agreement”);

WHEREAS, the City, subject to the terms and conditions of the City HAP Agreement, has agreed to make housing assistance payments to Owner for [number] (xx) of dwelling units;

WHEREAS, Owner desires to assign the City HAP Agreement as security for financing, and pursuant to Section 12.1.2. of the City HAP Agreement, has requested that the City consent to such assignment as collateral for financing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. CONSENT TO ASSIGNMENT AS SECURITY. By execution of this consent to assignment as security, the City consents to the assignment as security of the City HAP Agreement by Owner to [Lender Name] (“Lender”) as security for a loan by Lender to Owner with respect to the Project. The City consents to transfer of Lender’s security interest to successor secured parties.

2. EFFECT OF CONSENT TO ASSIGNMENT.

2.1. The City is not a party to the loan or the loan documents, nor to any assignment of the City HAP Agreement by Owner to Lender as security for the loan, nor to any transfer of the City HAP Agreement by Lender. Issuance of this Consent does not signify that the City has reviewed, approved, or agreed to the terms of any financing or refinancing; to

EXHIBIT F

any term of the loan documents; or to the terms of any assignment of the City HAP Agreement by Owner to Lender as security for the loan, or by Lender to any transferee of the loan.

2.2. The consent of assignment of the City HAP Agreement as security for the loan does not change the terms of the City HAP Agreement in any way, and does not change the rights or obligations of the City or Owner under the City HAP Agreement.

2.3. The creation or transfer of any security interest in the City HAP Agreement is limited to amounts payable under the City HAP Agreement in accordance with the terms of the City HAP Agreement.

2.4. Notwithstanding the City's grant of consent to assignment of a security interest in the City HAP Agreement by Owner to Lender as security for the loan, and to further transfer of such security interest to successor secured parties, the City's execution of this Consent does not constitute anything other than a limited assignment of the City HAP Agreement as security for financing.

3. EXERCISE OF SECURITY INTEREST. A secured party may not exercise any rights or remedies against the City under the City HAP Agreement, and shall not have any right to receive housing assistance payments that may be payable to Owner under the City HAP Agreement, until and unless:

3.1. The City has approved the secured party as a successor to Owner pursuant to the terms of the City HAP Agreement; and

3.2. The secured party seeking to exercise such rights or remedies, or to receive such payments, has executed, and delivered, in a form acceptable to the City Attorney, an agreement by the assignee to comply with all the terms of the City HAP Agreement, and to assume all obligations of the owner under the City HAP Agreement.

4. PAYMENT TO SECURED PARTY. When a secured party notifies HOST, in writing, that housing assistance payments payable pursuant to the City HAP Agreement should be directed to the secured party (in accordance with Paragraph 3 above), HOST may make such payments to the secured party instead of Owner. In making such payments, HOST is not required to consider or make any inquiry as to the existence of a default under the loan documents, but may rely on notice by the secured party; and any payments by HOST to the secured party shall be credited against amounts payable by HOST to Owner pursuant the City HAP Agreement.

EXHIBIT F

5. **OWNER'S AGREEMENT.** In consideration for the City's grant of consent to the assignment of the City HAP Agreement as security for financing, Owner agrees to the terms of this Consent and agrees that any assignment by Owner is subject to all such terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT F

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY AND COUNTY OF DENVER, a Colorado
Municipal Corporation

By: _____

Title: _____, Department of Housing
Stability

EXHIBIT F

OWNER

[INSERT OWNER NAME], a [INSERT STATE][INSERT ENTITY TYPE]

By: _____

Title: _____