

ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team

at MileHighOrdinance@DenverGov.org by **3:00pm on Monday**. Contact the Mayor's Legislative team with questions

Date of Request: 12/19/2023

Please mark one: Bill Request or Resolution Request

1. Type of Request:

Contract/Grant Agreement Intergovernmental Agreement (IGA) Rezoning/Text Amendment

Dedication/Vacation Appropriation/Supplemental DRMC Change

Other:

2. **Title:** (Start with *approves*, *amends*, *dedicates*, etc., include name of company or contractor and indicate the type of request: grant acceptance, contract execution, contract amendment, municipal code change, supplemental request, etc.)

Approves an amendment of loan agreement HOST-202367525 between the City and County of Denver and Uinta Senior Apartments, LLLP through contract control #HOST-202371412 to amend Exhibit F within the Distribution of Cash Flow and Defined Terms sections.

3. **Requesting Agency:** Department of Housing Stability

4. Contact Person:

Contact person with knowledge of proposed ordinance/resolution	Contact person to present item at Mayor-Council and Council
Name: Laura Allen-Hatcher	Name: Christopher Lowell
Email: Laura.Allen-hatcher@denvergov.org	Email: Christopher.Lowell@denvergov.org

5. General description or background of proposed request. Attach executive summary if more space needed:

HOST provided a \$1,250,000 cash flow loan to Uinta Senior Apartments LLLP, a 50-unit affordable multi-family senior rental project located at 2189 N Valentia St. After execution of the HOST Loan Agreement, a few discrepancies developed between HOST's agreement and the Limited Partnership Agreement in the Cash Flow waterfall and related definitions. In agreement with the project partners, it was decided for expediency (so as not to potentially delay financial closing of the project) to close the HOST loan with the agreement as written and then amend Exhibit F afterwards to match the LPA. The investor will not release any equity installments until the HOST Loan Agreement is amended.

The purpose of this amendment is to revise Exhibit F (cash flow) to align with the language in the Limited Partnership Agreement. The revisions are not material to the HOST loan and does not affect the position or percentage of the HOST loan repayment from cash Flow.

6. City Attorney assigned to this request (if applicable):

Eliot Schaefer

7. City Council District:

District 8

8. ****For all contracts, fill out and submit accompanying Key Contract Terms worksheet****

To be completed by Mayor's Legislative Team:

Resolution/Bill Number: _____

Date Entered: _____

Key Contract Terms

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):
Professional Services > \$500K

Vendor/Contractor Name:
Uinta Senior Apartments LLLP

Contract control number:
HOST-202371412

Location:
1936 W 33rd Ave., Denver, CO 80211

Is this a new contract? Yes No Is this an Amendment? Yes No If yes, how many? 1

Contract Term/Duration (for amended contracts, include existing term dates and amended dates):

- Existing contract #HOST 202367525-01 05/31/2023-05/31/2053
- Amended contract #HOST 202371412-01 Term dates not amended

Contract Amount (indicate existing amount, amended amount and new contract total):

<i>Current Contract Amount</i>	<i>Additional Funds</i>	<i>Total Contract Amount</i>
<i>(A)</i>	<i>(B)</i>	<i>(A+B)</i>
\$1,250,000	\$0	\$1,250,000

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
05/31/2023-05/31/2053	N/A	05/31/2023-05/31/2053

Scope of work:

Distribution of Cash Flow

Cash Flow. Subject to any restrictions in the Mortgage Loan Documents, Cash Flow, if available with respect to any Partnership Accounting Year, shall be applied or distributed annually, within sixty (60) days after the end of the Partnership Accounting Year (but in no event earlier than the filing of a Partnership Tax Return for such year), in the following priority:

- (i) First, to the Investor Limited Partner until the total amount received pursuant to this clause and Section 4.02(b)(ii) equals the amount of any unpaid Downward Adjuster owed under Section 3.05 (including any interest on such amount described therein and any amount that is solely attributable to a Change in Law);
- (ii) Second, to repay any loans made by the Investor Limited Partner to the Partnership, with any such payments to be applied first to accrued but unpaid interest and then to principal;
- (iii) Third, to pay amounts then owed to the Investor Limited Partner for all accrued but unpaid Asset Management Fees;
- (iv) Fourth, to replenish the Operating Reserve to the Operating Reserve Amount;
- (v) Fifth, to repay any amounts then owed with respect to the Developer Loan;
- (vi) Sixth, to repay the Managing General Partner any Operating Deficit Loans;

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- (vii) Seventh, to pay any Deferred Management Fees to the Management Agent;
- (viii) Eighth, 50% of the remaining balance shall be used to repay the CDOH Loan and the City Loan, with 35% of the remaining balance (i.e. 70% of 50% of the remaining Cash Flow) to be used to repay the CDOH loan and 15% of the remaining balance (i.e. 30% of 50% of the remaining Cash flow) to be used to repay the City Loan;
- (ix) Ninth, commencing in 2026, to make requirement payments on the Brookfield Loan in an amount of up to \$7,500 per year;
- (x) Tenth, to pay the Managing General Partner all accrued but unpaid MGP Asset Management Fee;
- (xi) Eleventh, of the remaining balance, if any, 10% to the Investor Limited Partner, 0.01% to the Managing General Partner, and 0.01% to the Administrative General Partner, as distributions;
- (xii) Twelfth, to pay the Incentive Management Fee to the Managing General Partner due pursuant to Section 7.03; and
- (xiii) Thirteenth, the balance, if any, shall be distributed 100% to the Managing General Partner.

Was this contractor selected by competitive process? N/A **If not, why not?** Amendment to previous loan agreement

Has this contractor provided these services to the City before? Yes No

Source of funds: Affordable Housing, Linkage Fee

Is this contract subject to: W/MBE DBE SBE XO101 ACDBE N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts): N/A

Who are the subcontractors to this contract? N/A

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