

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

THIS PROJECT-BASED VOUCHER PROGRAM AGREEMENT (HOMELESSNESS RESOLUTION FUND) (“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 **4965 WASHINGTON STREET LLLP**, a Colorado limited liability limited partnership, whose address is 566 W. Lake Street, Suite 400, Chicago, IL 60661 (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 (“HR-PBV Program”) to provide housing subsidies to selected residential housing developments for individuals experiencing homelessness or having exited from homelessness;

WHEREAS, the Owner is the owner of that certain low-income housing tax credit unit located at 4965 Washington Street, Denver, Colorado (the “Project” or the “Property”) that will provide one hundred and seventy (170) dwelling units affordable to households earning between 30% and 80% of Area Median Income (AMI). The City will provide rental subsidies under the City HR-PBV Program (the “City HR-PBV Units”) for twenty (20) units offered to households earning at or below 30% of AMI and experiencing homelessness or having exited from homelessness;

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 from the City a HUD-standards based housing quality compliance approval (the “Housing Quality Requirements” or “HQR”) 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 – Scope of 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
 - 1.4.4.** Exhibit D – Tenant Eligibility Criteria & 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 Five Hundred Fifty Thousand Six Hundred Eighty-One Dollars and NO/100 (\$22,550,681.00)** (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 that City Council does not appropriate funds or if funds are appropriated in an amount lesser than anticipated or requested for a particular year when this Agreement is in effect, the City agrees to work in good faith with Owner 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 operation 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 Parties cannot come to an agreement to modify the Agreement as discussed in this section, either Party may terminate the Agreement upon notice to the other Party. If the City fails to appropriate funding for this Agreement, the City may terminate this Agreement effective immediately upon written notice to the Owner.

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.

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 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 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 HQR.

5.1.2. Owner, including any affiliate of Owner, has failed to comply with, violated, or breached any obligation under any supportive housing services agreement or other agreement with the City applicable to the Project or Property.

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

5.1.4. Owner or any of its officers or employees 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.

5.1.5. If the Property is subject to a lien or security interest securing a City loan and Owner has failed to comply with, violates, breaches, or defaults under the loan agreement, promissory note, deed of trust, covenant, or any other loan documents; or

5.1.6. 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 after first providing the Owner notice and cure set forth in Section 5.2.2 and Section 5.2.3.

5.2.2. The City must notify Owner in writing of a determination of a breach. After Owner's receipt of the written notice, Owner shall have thirty (30) calendar days to cure any breach or default identified in the notice (the "Cure Period"). If a breach or default is not a type which can be cured within the Cure Period, the Director of HOST, at their reasonable discretion, may extend the cure period if Owner provides HOST with a reasonably detailed written plan of how Owner will cure the breach or default and Owner, at all times within such additional time period, actively and diligently pursues such plan (the "Extended Cure Period").

5.2.3. Upon receiving a written notice pursuant to Section 5.2.2., Owner must provide any lender, secured party, or investor partner in Owner a copy of such written notice. Any such party shall have the right, but not the obligation, to cure the breach or default within the Cure Period or Extended Cure Period. If an Owner's breach or default is not a type which can be cured within the Cure Period, the Director of HOST, at their reasonable discretion, may extend the cure period if a lender, secured party, or investor partner provides HOST with a reasonably detailed written plan of how the breach or default will be cured and the lender, secured party, or investor partner, at all times within such additional time period, actively and diligently pursues such plan. Any cure tendered by a third party shall be accepted by the City as if tendered by Owner.

5.2.4. The City's rights and remedies under this Agreement following a breach 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. 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.

5.2.5. 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.

5.3. 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 Owner's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 the 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 Owner to make disclosures in violation of state or federal privacy laws. 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. The City shall be entitled to conduct annual physical inspections of the Property. 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. Except as provided in 12.1.2, 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 with City 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 (including, without limitation, the transfer of limited partner interests within a 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, unless such transfer is (i) a result of any secured lender exercising its rights and remedies under a collateral assignment of such general partner's interests as security of its loan, or (ii) the removal and replacement of Owner's general partner by a limited partner in accordance with the terms and conditions of Owner's Amended and Restated Limited Liability Limited Partnership Agreement (the "Partnership Agreement"); but any subsequent replacement general partner shall be subject to approval of the City, not to be unreasonably withheld.

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 of HOST. 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 any loan or any 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, 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 Executive Director of the City's Department of Housing Stability 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. Except pursuant to the terms of a properly executed Consent to Assignment of Project-Based Voucher Program Agreement (Exhibit F) 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, or mailed by certified mail, return receipt requested, if to the Owner at the address aforementioned and to the City at the addresses below:

Executive Director, Department of Housing Stability
201 W. Colfax Ave., Department 615
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. 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 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).
- 24. 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. Owner shall insert the foregoing provision in all subcontracts.
- 25. 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. Owner shall insert the foregoing provision in all subcontracts.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 30. 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. Owner shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 31. 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.
- 32. CONFIDENTIAL INFORMATION**

32.1. “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 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.

32.2. 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.

32.3. 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.

32.4. 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.

33. PROTECTED INFORMATION AND DATA PROTECTION

33.1. 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.

33.2. 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.

33.3. 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.

33.4. 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.

33.5. 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.

33.6. Background Checks: Owner will ensure that, prior to being granted access to Protected Information, the Owner's agents, employees, subcontractors, 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.

33.7. 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.

33.8. 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 in the most expedient time and 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.

33.9. 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.

34. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Owner's provision of Services hereunder, the Owner shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Owner expressly acknowledges that the Owner is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Owner, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

35. USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS: The Borrower shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision can result in the City terminating the Agreement or barring the Borrower from City facilities or from participating in City operations. The Contractor shall cooperate and comply with the provisions of 2 CFR Part 2429 regarding a Drug-Free Workplace.

36. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES: The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

37. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor 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.

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. 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.

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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 thirty (30) calendar days after the effective date of this Agreement.
 - 2.2. The date for completion of the construction of the Project is no later than thirty (30) months after the effective date of the Agreement.
 - 2.3. The Director is authorized to extend or modify any dates or deadlines set forth in this section, provided that Owner also consents to 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 the City has not responded to a change in work request within fourteen (14) business 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 HQR 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 HQR;

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 HQR 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 HQR, the City shall promptly notify the Owner of the decision and the reasons for the non-compliance. 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 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 such that Part II of this Agreement may commence. The City will provide written notice to Owner documenting the determination.

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 the HQR.

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PART II

1. **TERM OF PART II:** Upon the satisfaction of the conditions in and issuance or written notice required by Part I, this Part II shall become effective. This Part II shall terminate and expire twenty years (20) from the date of issuance that is specified on the 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 City 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 City HR-PBV Unit. In cases where a tenant is out of the City 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 family’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 of the HR-PBV Program works;

- 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 the HQR.

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, at any time, 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.
- 6.3.5. 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.
- 6.3.6. 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-PBV 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 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.

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 HQR.

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 applicable federal, state, and local requirements.
- 9.4. To the best of Owner's knowledge, only the members of the tenant's family reside in each City HR-PBV Unit for which Owner is receiving housing assistance payments, and the unit is the tenant's family'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 HQR, 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 HQR 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 Requirements.**

- 10.3.1. If the City determines that a City HR-PBV Units is not in accordance with the HQR, 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 such defect is corrected) within no more than twenty-four (24) hours. For other defects, Owner must correct the defection 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 family 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 effort 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. 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. 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 promptly 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:** This Agreement may be terminated upon 30 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.

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Contract Control Number:
Contractor Name:

HOST-202580351-00
4965 WASHINGTON STREET 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

HOST-202580351-00
4965 WASHINGTON STREET LLLP

By:

DocuSigned by:



120C4049122F425...

Name:

David Block

(please print)

Title:

Manager

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

EXHIBIT A
SCOPE OF WORK
DEPARTMENT OF HOUSING STABILITY
4965 Washington Street LLLP
HOST-202580351

I. INTRODUCTION

Current Period of Performance: January 1, 2027 – December 31, 2047

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and the 4965 Washington Street LLLP (“Contractor”) for the purpose of the delivery of Vouchers to the 20 units income-restricted Permanent Supportive Housing (PSH) units in the project. The award amount for this contract shall not exceed \$22,550,681.00

Funding Source:	2B Homelessness Resolution Fund
Project Name:	4965 Washington Street LLLP
Budget Type:	Focused Cost Reimbursement
Contractor Address:	566 W Lake Street, Suite #400 Chicago, IL 60661
Project Address:	4965 Washington Street Denver, CO 80216.
Organization Type:	Limited liability limited partnership

Description of work to be performed under this Agreement:

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

1. 4965 Washington Street LLLP will be a 190-unit affordable rental housing development including 20 Supportive Housing Units for individuals and families experiencing or exiting homelessness and is located at 4965 Washington Street Denver, CO 80216.
2. The development as it pertains to this Agreement will consist of 20 City HR-PBV Units fixed to the following units allocation:

Unit Type	Number of Vouchered Units	Projected 2027 Payment Standard
1 BR	5	\$2,119
2 BR	5	\$2,542
3 BR	5	\$3,319
4 BR	5	\$3,725
TOTAL	20	

Payment Standard Index: Latest published CDOH payment standard (“Payment Standard”), as published here: <https://cdola.colorado.gov/office-of-rental-assistance/contractor-resources/schedules>

Security Deposits: The City will pay for security deposits equal to one-month's rent according to the Payment Standard at the start of a tenant's lease. Any expenditures of these funds must be approved by the City after tenant move out. Any unspent balance will be returned to the tenant.

3. The development at 4965 Washington Street will create 170 affordable units affordable to households earning between 30% and 80% of Area Median Income (AMI), a small cafe and a new Denver Public Library. The unit mix includes 1-bedroom, 2-bedroom, 3-bedroom, and 4-bedroom configurations, addressing a range of family sizes and needs. Of these, 85 units will serve households earning at or below 50% AMI, with an additional 20 units subsidized through Homelessness Resolution Project Based Vouchers. The 243,713 square foot building is structured as two connected squares of double loaded corridors to fit into the unique parcel configuration. The exterior cladding is a mix of Corten Steel and galvanized metal in a unique "scaloped" shape – inspired by the industrial heritage of Globeville. The building will use cast-in-place concrete on the ground level with aggregate from the South Platte River, as well as cross-laminated timber (CLT) or mass timber as a major component of the structural support.
4. A complete copy of the construction documents for the work to be performed under this Agreement is attached.
5. 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

II. SERVICES DESCRIPTION

- A. **Supportive Housing Requirements:** The Homelessness Resolution Project Based Vouchers for twenty (20) units in the 4965 Washington Affordable Housing Project for twenty (20) years. The vouchers will support households earning at or below 30% of Area Median Income for 5 one-bedroom units, 5 two-bedroom units, 5 three-bedroom units, and 5 four-bedroom units. Payments are set based on the latest CDOH payment standard and will also pay for security deposits equal to one-month's rent.

EXHIBIT B

Description of Housing 4965 Washington Street LLLP HOST-202580351

Description of housing:

- The project will be developed at 4965 N. Washington Street, Denver CO, 80216.
- This Agreement will cover 20 units within this 170-unit project.
- City HR-PBV Units by minimum area (square footage) and number of bedrooms:

Unit Type	30% AMI	MIN SF
1 BR	5	660
2BR	5	840
3BR	5	943
4BR	5	1,257
TOTAL	20	

- Services, maintenance, or equipment to be supplied by the owner without charges:
 - Maintenance of apartment units
 - Maintenance and cleaning of common areas
 - Maintenance of all utilities and mechanicals
 - Maintenance of parking garage
 - 24-hr staffed front desk/security presence
 - Maintenance of security cameras
 - Maintenance of limited-access entries with intercom buzzer system
 - Communal resident amenity facilities are provided on 1st and 2nd levels
- Utilities available to the City HR-PBV Units:
 - Owner will supply water, sewer, and trash.
- Estimated Initial Rent to Owner for HR-PBV Units:

Unit Type	% AMI	Rent/Unit/Mo
1 BR	30%	\$2,119
2 BR	30%	\$2,542
3 BR	30%	\$3,319
4 BR	30%	\$3,725

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
4965 Washington Street LLLP
HOST-202580239

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
 - Monthly adjusted income x 30% = Total Tenant Payment prior to the Utility Allowance
7. Calculate the Tenant Rent
 - Total Tenant Payment – Utility Allowance = Tenant Rent
8. Calculate the Housing Assistance Payment
 - City HR-PBV Unit Rent – Tenant Rent = Housing Assistance Payment

EXHIBIT D
Tenant Eligibility Criteria &
Income, Asset, and Expenses Verification
4965 Washington Street LLLP

Tenant Eligibility:

At the time of initial tenancy, the tenant must:

- Be experiencing homelessness or exiting homelessness (as defined in Exhibit E Tenant Selection Plan); and
- Have an annual household income at or below thirty percent (30%) of the area median income for the Denver metro area, as determined by the U.S. Department of Housing and Urban Development.

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 one-hundred and twenty (120) 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 the 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.

GLOBEVILLE APARTMENTS TENANT SELECTION PLAN

MANAGED BY:
EVERGREEN REAL ESTATE SERVICES, LLC

Globeville Tenant Selection Plan

05.01.2025 created

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Globeville Tenant Selection Plan

05.01.2025 created

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13	Rejection
	Criteria Notice Appeal
14	Move-in Procedures
	Offer / Acceptance of a Unit Lease Requirements Security Deposit Requirements Household Composition Change - Adding Persons After Move-in Household Composition Change – Removing Persons After Move-in Inspections



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1. Preface

This Tenant Selection Plan helps to ensure that residents are selected for occupancy in accordance with the Low-Income Housing Tax Credit (LIHTC) Program, U.S. Department of Housing and Urban Development (HUD), or other regulatory agency requirements (as applicable to the project, program, or property) and established management practices. A copy of the Tenant Selection Plan is publicly available upon request. Applicants or persons assisting applicants with the application process may review the plan in person at the management office or may request a paper or electronic copy by contacting property management staff. The current Tenant Selection Plan in place at the time of final eligibility determination, will be used to make a final decision to approve or reject the application. Please contact the Management Office at the property to which you have applied if you need help understanding this document.

Amending the Tenant Selection Plan

Applicants will be notified in writing when the Tenant Selection Plan undergoes significant change(s) or when preferences are added or removed. At that time applicants will be:

- 1) given an opportunity to review changes in the plan;
- 2) notified of changes to preferences;
- 3) asked if they wish to remain on the waiting list.

Applicant households will be notified via mail or email (if consent is given to communicate electronically) at the last known address on file. It is the applicant household's responsibility to inform the management office, in writing, of any change in address or contact information. If the applicant household does not respond, that household will be deemed ineligible and removed from the waiting list.

Records Management

Property Management will ensure that certain records will be maintained confidentially and not misused or improperly disseminated in accordance with project, program, regulatory agency, and local, state, or federal guidelines that govern the development to include:

- criminal records obtained through screening process (see Section 12 for additional information)
- Enterprise Income Verification (EIV) documents if applicable to the program;
- Violence Against Women Act (VAWA) documentation (see Section 6 for additional information)

Business Relationship

The relationship between a landlord (owner/agent) and an applicant or resident is a business relationship. A courteous and businesslike attitude is required by both parties. The owner/agent reserves the right not to conduct business with any person whose actions, behavior, or communication is abusive, discriminatory, or threatening, or any person who behaves in that manner due to currently being under the influence of alcohol or drugs with reason to believe the business relationship would not be positive between both parties. Persons displaying unprofessional behavior will be required to leave the property.

To ensure the privacy of property staff, residents, and applicants management reserves the right to request that the use of cell phones or other electronic devices (except those necessary to facilitate a meeting and/or alleviate the symptoms of a disability) by residents or applicants, not be allowed in the management office. Animals are not allowed in the management office, except for those that are necessary to provide assistance to allow an applicant or resident to conduct business with the owner/agent (Service Animals).

Aside from standard property charges incurred at leasing signing (security deposits, pet deposits if applicable, and first month rent), staff is not permitted to accept any money, gifts, services, or favors connected with the Pre-Application or Application process or associated with any aspect of residency on this property. Cash will NOT be accepted. All payments must be made by check, cashier's check, money order, or through the property online portal (if available for the site). If property staff solicits any mandatory payment for any part of the Pre-Application or Application process, the applicant should notify the Owner / Management Agent at 312-234-9400.



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2. Property Information

Ownership Entity: 4995 Washington LLP

Owner Management Agent: Evergreen Real Estate Services, LLC
566 W. Lake Street, Suite 400
Chicago, IL 606661
Phone: (312) 234-9400

Management Office: 4995 Washington Street
Denver, Colorado 80216
Phone: TBD Fax: TBD TTY: 7-1-1, National Relay Center

4995 Washington LLP is a limited liability partnership whose purpose is to own and operate Globeville Apartments (“Globeville”). The owner has signed a Management Agreement with Evergreen Real Estate Services, LLC to provide property management and regulatory compliance services for the property, which includes marketing for and admissions of qualified residents to reside in the development.

The property has **170** rental units. Of the rental units, there are 70 one-bedrooms, 15 two-bedrooms, 52 three-bedrooms, and 33 four-bedrooms. The property is designated as Family. Housing is available for eligible households whose head of household is at least age eighteen (18) and meet the criteria as outlined in this Tenant Selection Plan.

Income Limits

Income limits vary by program type and household size as defined by HUD. If there are multiple programs applicable to a unit, whichever program income limit is lower, by default, becomes the income limit for the covered unit. The income limits are available in the Management office for review. The Owner/Agent will provide applicants a copy of the income limits for the property area upon request. In addition, the income limits may be reviewed by accessing the website listed below.

Income limits are updated at least annually. HUD requires that the owner/agent apply the most recently published income limits when determining eligibility. The property utilizes the current HUD definition of ‘income’ to calculate gross income for an applicant household. To qualify the gross annual income for the applicant household must be at or below the following income limit requirement:

Subsidy or Program	Type of Income Limit
Low Income Housing Tax Credit <i>Colorado Housing and Finance Authority</i>	MTSP: 30% of area median income 50% of area median income 70% of area median income 80% of area median income Denver County, Colorado https://www.huduser.gov/portal/datasets/mtsp.html
Project Based Vouchers (HUD) <i>Homelessness Resolution Project Based Vouchers (HR-PBV)</i> <i>City and County of Denver Project Based Voucher Program (PBV)</i>	Extremely Low: 30% of area median income Very Low: 50% of area median income Denver County, Colorado https://www.huduser.gov/portal/datasets/il.html



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Programs

The property is funded under the Internal Revenue Service (IRS) **Section 42 of the Low-Income Housing Tax Credit (LIHTC) Program**. The LIHTC program is administered by the Colorado Housing and Finance Authority (CHFA). Of the one hundred and seventy (170) units at this property 100% are covered under the LIHTC program. To be eligible for occupancy under the LIHTC program the gross annual income for the household must not exceed the area median income (AMI) and household size as defined by the Department of Housing and Urban Development (HUD). The units in the development have a range of income eligibility from 30% to 80% AMI to include 60 units at 30%, 25 units at 50%, 22 units at 70%, and 63 units at 80%. To meet the minimum set-aside requirements for the LIHTC program Income Averaging will be used to keep at least 40% of the total units restricted with an average income of all LIHTC units at or below 60% AMI.

Note: The placed-in-service date is **TBD**. The initial compliance period is for fifteen (15) years. A LIHTC extended use agreement was created for an additional fifteen (15) years.

This property is also funded under a **Project Based Voucher agreement with The Denver Department of Housing Stability (HOST)**. This agreement requires a set-aside of twenty (20) units for Homelessness Resolution Program Project Based Vouchers (HR-PBV). To be eligible for occupancy under the HR-PBV program the gross annual income for the household must not exceed 50% of the area median income and household size as defined by the Department of Housing and Urban Development (HUD). In addition, participants must be “at risk of homelessness” or “homeless” as defined by the McKinney-Vento homeless definition per the policies and procedures in Section 5(2): <https://docs.google.com/document/d/1EqrW6IMmEGF0NIASTBMepOonJpcOYqwyynbLRVzcoik/edit>

This property is also funded under a **Project Based Voucher agreement with the City and County of Denver**. This agreement requires a set-aside of five (5) units that will be set-aside under the Project Based Voucher Program (PBV). To be eligible for occupancy under the PBV program the gross annual income for the household must not exceed 30% of the area median income and household size as defined by HUD.

Check one:

- ☐ The property **does not** accept Housing Choice Vouchers.
- ☒ The property **does accept** Housing Choice Vouchers ONLY on specific non-subsidized units designated under the Low-Income Housing Tax Credit Program with no other funding programs layered on the unit.

Occupancy Standard

The occupancy standard serves to prevent the over or under utilization of units that can result in an inefficient use of housing funding. In addition, serve to ensure that residents are treated fairly and consistently and receive adequate housing space based on their household composition. For this property the occupancy standard is:

Unit Size	Minimum Household Members	Maximum Household Members
1-bedroom	1	2
2-bedroom	2	4
3-bedroom	3	6

The municipality’s square footage occupancy standards should be reviewed, if applicable.

Management will compare household composition to occupancy standards when there is a change in resident household size. This comparison is done to determine whether the household needs to transfer to another unit. If an appropriate size unit becomes available in the building, the resident household will be required to move.



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If the resident household refuses to move to the correct size unit, the household may stay in the current unit and pay the market rent. Management will not evict the resident household for refusing to move but will evict the household if it fails to pay the market rent in accordance with the lease. If no appropriate size unit exists, the household may remain in the current unit with the continuation of the rental subsidy (if applicable).

3. Preferences

Preferences do not affect eligibility for housing and are not permitted if they any way negate affirmative marketing efforts or fair housing requirements. The preference, if the household is eligible, only affects the order in which the applicant is considered for residency. This property has two (2) preferences as listed below:

1st priority - Existing Tenant Preferences

Existing Tenants are given priority to transfer if the following action applies:

- A. Change in household composition
- B. Need for an accessible unit
- C. Need for reasonable accommodation
- D. A unit transfer must occur if a non-disabled tenant is living in an accessible unit and that unit is needed to accommodate a disabled applicant on the Wait List. A non-disabled tenant living in an accessible unit will be required to sign a Lease Addendum of the transfer requirement.
- E. Violence Against Women Act (VAWA) Preference*

2nd Priority – HUD Approved Optional Preferences

- A. Preference for individuals or families “at risk of homelessness” or “homeless
- B. Preference for Victims of Domestic Violence / Violence Against Women Act (VAWA)

Individuals or Families “At Risk of Homelessness” or “Homeless”

Individuals or families who are at risk of homelessness or homeless are given preference for the twenty (20) units set-aside as part of the Homeless Resolution Program.

- A. At risk of homelessness means:
 - 1. has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - 2. Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks), immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section **and**;
 - 3. Meets one of the following conditions:
 - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - b. Is living in the home of another because of economic hardship;
 - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Recipient's approved consolidated plan;
 - 4. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C.



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9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

5. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

B. Homeless means:

Category 1: An individual or family who lacks a fixed, regular, and adequate night-time residence, meaning:

1. An individual or family with a primary night-time residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

Category 2: An individual or family who will imminently lose their primary night-time residence, provided that:

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
2. No subsequent residence has been identified; and
3. The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks), needed to obtain other permanent housing;

Category 3: Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

1. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
2. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
3. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
4. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

Category 4: Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and lacks the resources or support networks, **e.g.**, family, friends, faith-based or other social networks, to obtain other permanent housing.



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Violence Against Women Act (VAWA) – Emergency Transfers – Prioritization and Preference*

Existing tenants are given priority and preference for emergency transfer under the Violence Against Women Act (VAWA). To claim preference tenant must submit a request to Management in writing per the guidelines as stated in the VAWA Notice of Occupancy Rights. Management will administer this preference in order of the date and time of request. The request may be submitted by the person or entity assisting a survivor, a survivor advocate or agency, a project-based section 8 or LIHTC property, or the survivor. The following guidelines apply when administering the preference for emergency transfer:

- A. Any tenant seeking VAWA Emergency Transfer will be given processing preference and priority over other applicants on internal or external Wait Lists;
- B. Management will make efforts to expedite the application and screening process using any documentation from the tenant's existing file that may be used or made available to the receiving housing provider;
- C. Any tenant seeking VAWA Emergency Transfer must meet the program and project eligibility requirements for the receiving housing provider. Management does not guarantee any tenant household will meet the screening and eligibility requirements of the receiving property. In the event the tenant household does not meet the eligibility requirements for the receiving property, Management may be unable to move forward with the transfer to that particular unit;
- D. In the event Management has no safe and available units covered under the voucher or LIHTC program within the current property, a tenant seeking transfer may relocate to a safe and available unit within the portfolio of properties managed by Evergreen Real Estate Services.
- E. Any tenant seeking VAWA Emergency Transfer must abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred;

External households or persons not residing in this property or an Evergreen Real Estate Services managed or owned property are given second priority and preference under VAWA. Prioritization and preference for these households will be under the same guidelines as listed above. This includes applicants applying for housing on the wait list and who intend to claim VAWA as a preference.

Verification of preference(s) is required. Qualification of preference will be determined using third-party verification when applicable in accordance with HUD and LIHTC program guidelines. If it is determined that an applicant or resident does not meet the criteria for receiving a preference, the household will receive notice of this determination within fourteen (14) days of receiving all documentation to make the determination.

4. Transfer Policy

Residents may make a unit transfer request by completing a Unit Transfer Request form in the Management Office. Management permits unit transfers due to changes in household size or composition (over / under housed), to accommodate a person with a disability on the Wait List, to accommodate an existing tenant due to a disability or medical reason (reasonable accommodation), or due internal or external transfers due relating to a victim under VAWA. The project maintains a Transfer Wait List and all requests for transfers must be made in writing, or other equally effective means of communication, to Management.

The priority of transfer will be evaluated on a “first come - first serve” basis (the order in which the household’s written request for transfer was approved for placement on the Transfer Waiting List) based on the following categories:

1st Priority

Existing tenant need for **reasonable accommodation for medical reasons or need for an accessible unit**. This type of transfer request will require 3rd party verification of need from the appropriate professional before the transfer can be approved and tenant placed on the Transfer Wait List.

2nd Priority

Existing tenant need for transfer due to **change in household size or composition** (over / under housed). If a household’s composition changes and there is an appropriately sized unit in the building, the household will be placed on the Transfer Wait List and required to move when an apartment becomes available. If the resident household is occupying a unit that is larger than needed



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and there is no demand for that larger unit, the household will not be required to relocate to a smaller unit until there is a demand for that size unit.

3rd Priority

Existing tenant transfer to **accommodate a person on the Wait List due to a disability**. If a non-disabled existing tenant is occupying an accessible unit and that unit is needed to accommodate an eligible household on the Wait List, the tenant will be transferred to a non-accessible unit to allow the eligible household on the Wait List to be housed.

Note: A unit transfer must occur if a non-disabled tenant is living in an accessible unit and that unit is needed to accommodate a disabled applicant on the Wait List. A non-disabled tenant living in an accessible unit will be required to sign a Lease Addendum of the transfer requirement.

4th Priority

Internal or external transfers due to documented evidence relating to a victim under VAWA. Internal and external transfer requests due to incidents of VAWA will be evaluated based on documented evidence in accordance with the VAWA Notice of Occupancy Rights and Emergency Transfer Policy. The VAWA Notice of Occupancy Rights are provided upon request and at time of application, lease, and any notice of termination in accordance with the requirements of HUD and tax credit requirements, if applicable. The Emergency Transfer Policy is available in the Management office for review.

Transfers not related to the above noted categories will be given equal treatment, in accordance with the date and time of the request. Verification or supporting documentation for transfer request may be required. Approval of the transfer request must not negate any requirement under the program, project, HUD or tax credit guidelines, if applicable.

The property will cover the routine turnover cost for apartment preparation (i.e. painting, carpet cleaning/replacement), for those residents needing a transfer due to “need for accessible unit”, or “reasonable accommodation”. Damages beyond normal wear and tear will be billed to any transferring household and are required to be paid within thirty (30) days. At transfer a new security deposit will not be required to be paid. Management will transfer the deposit from the old unit to the new unit.

Vacancies for a unit will be filled in the following manner: After two (2) qualified existing tenants are transferred, one (1) Wait List applicant will be housed, as applicable, if current residents exist on a Transfer List for a unit. If there are no existing tenants on the Transfer List then priority will be given to Wait List applicants within the categories as state above.

5. Fair Housing

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status. In addition, HUD programs are open to eligible persons regardless of sexual orientation, gender identity or marital status. Property Management will comply with this rule and state and local laws that provide the same or similar protections.

Property Management shall not, based on race, age, color, ancestry, sex, religion, sexual orientation, gender identity, marital status, parental status, source of income, disability, familial status, military discharge status, or national origin:

- A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant household the opportunity to lease housing suitable to their needs;
- B. Provide housing which is different than provided by others;
- C. Subject a person to segregation or disparate treatment;
- D. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- E. Deny a person access to the same level of services; or
- F. Coerce, intimidate, threaten, or interfere with a person's exercise or enjoyment of any Fair Housing right.



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Non-Discrimination

It is the policy of the property and its management to comply with HUD regulations to include Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the City's Fair Housing Ordinance and any other applicable legislation protecting the individual rights of residents, applicant households or staff which is now or may hereinafter be enacted. To the extent that any provision of this Policy comes into conflict with any applicable law or regulation, the law or regulation shall control.

Note: Colorado Fair Housing Law makes it illegal to discriminate in residential housing on the basis of disability (mental or physical impairment), race (includes hair texture, hair type, or protective hairstyle commonly or historically associated with race such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps), creed, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, familial status, national origin, ancestry, source of income, veteran or military status.

Owners and operators of HUD-assisted housing, or housing whose financing is insured by HUD, must make housing available without regard to sexual orientation, gender identity, or marital status. All otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs. Owners and operators of HUD-assisted housing, housing insured by HUD, or other affordable housing programs are prohibited from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

Should an applicant household or resident think that discrimination has occurred related to their application or to residency, this should be brought to the attention of management agent for investigation. The applicant household or resident is, also, able to file a discrimination complaint with the U.S. Department of Housing and Urban Development (HUD) and/or the city's Commission on Human Relations. Management will provide the applicant household or resident a copy of FHEO's pamphlet, 'Fair Housing – It's Your Right' (HUD-1686-FHEO, March 2001) or its successor, when requested.

Section 504 Statement

Section 504 prohibits discrimination based upon disability in all programs or activities operated by property management, as well as in employment of site staff. Management will operate its programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities. All accessible units will meet the requirements of the Uniform Federal Accessibility Standards (UFAS). In addition, the building will:

- A. Make and pay for reasonable structural modifications to units and/or common areas that are needed by applicant households and residents with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
- B. Manage the building such that it is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
- C. Provide auxiliary aids and services necessary for effective communication with persons with disabilities;
- D. Develop and update a Transition Plan to ensure that structural changes are properly implemented to meet program accessibility requirements; and
- E. Perform a self-evaluation of the building's programs and policies to ensure that they do not discriminate based on disability.

The owner/agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Section 504 Coordinator: Kylah Johnson

Address: Evergreen Real Estate Services, LLC
566 W. Lake Street Suite 400 Chicago, IL 60661

Phone: 312-234-9400 TDD/TTY: 7-1-1 National Voice Relay



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Reasonable Accommodation / Modification Policy Statement

The owner/agent is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

A "reasonable accommodation" is defined as a change, exception, or adjustment to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to participate fully in a program, take advantage of a service, live in a dwelling unit, or perform a job.

A "reasonable modification" is defined as a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. A request for reasonable accommodation or modification may be submitted at any time. In addition, there is no limit on the number of requests.

At the time of Application, all applicants may review the Reasonable Accommodation Policy which is an attachment to the application packet. Current residents may contact the management office to obtain a copy of the policy. The policy will be provided in an electronic or paper format upon request.

All applicants/residents may make a reasonable accommodation or modification request. The request can be made by any of the following persons:

- 1) any household member with a disability on their own behalf; or
- 2) a parent, guardian, or caregiver of a minor child who has a disability; or
- 3) a member of the household on behalf of a household member with a disability.

All requests should be made to the management office, in writing or other equally effective means of communication. If assistance is required to make this request, the Manager will be able to offer this assistance. Third-party verification of the need for such a reasonable accommodation will be required as applicable and in accordance with HUD or LIHTC guidelines. Management will approve the requested accommodation or modification unless doing so would result in a fundamental change in the nature of the program or an undue financial and administrative burden as applicable to federally assisted units.

Management reserves the right to meet the request for reasonable accommodation or modification through other equivalent means. If the requested physical modification does present an undue financial burden for the building, applicant households or residents will be permitted to use their own resources to make the accommodation or modification. In these situations, if the requested unit accommodation or modification negatively impacts future rental or operation of the unit, management will require the resident escrow sufficient funds so that the unit can be returned to its condition prior to the modification having been made. A payment plan for funding such restoration will be negotiated with the resident, and the funds would be placed into an interest-bearing account, with the interest accruing to the benefit of the resident. Any remaining balance in this escrow will be refunded to the resident after the unit has been restored to its original standard.

The owner/agent will provide a reply to requests as quickly as possible. Response may include but is not limited to:

1. Request for Additional Information or Verification of Need
2. Request Approval
3. Request Denial

The owner/agent will consent to or deny the request as quickly as possible. Unless the owner/agent explains the delay, the applicant/resident will be notified of the decision to consent or deny within thirty (30) calendar days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format.



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Exceptions to the thirty (30) day period for notification of the owner/agent's decision on the request will be provided to the resident setting forth the reasons for the delay.

If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within fourteen (14) days of the date of the notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

Limited English Proficiency (LEP)

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities. The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. The owner/agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

Management will work with the applicant/resident to provide HUD-provided documents in their native language if possible. This is to ensure information is communicated in an effective manner. While some documents may be available in languages other than English, English-language documents that must be signed by applicants/residents will be in the tenant file, as required by HUD guidelines. Those applicants/tenants needing documents in a native language, will be provided those documents, if available from the HUD or FHEO website.

Affirmative Fair Housing Marketing Plan (AFHMP)

The Affirmative Fair Housing Marketing Plan (AFHMP) is updated every five (5) years. All outreach marketing efforts will be done per this plan and will meet all fair housing requirements. Outreach marketing will be conducted during the initial lease-up and, thereafter, when necessary to maintain a sufficient list of eligible applicant households. **Note:** This property is required to comply with the AFHMP requirements of the Colorado Housing and Finance Agency (CHFA).

6. Violence Against Women Act (VAWA)

The Violence Against Women Act (**VAWA**), effective on December 29, 2008, and reauthorized in 2013, 2016, and 2022 applies to households applying to or receiving assistance from properties with HUD funding or properties with Housing Trust Fund. This includes, but is not limited to, RAD, public housing, housing choice vouchers, project-based vouchers, Section 8, Section 202/8, 202PRAC, 811PRAC, and LIHTC programs. Admission to the housing program will not be denied on the basis that the applicant family is or has been a victim of domestic violence, economic abuse, technological abuse, sexual assault, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admission. The incident must be reported, documented and confirmed. Information on VAWA Occupancy rights will be given to all applicants prior to move-in. The designated VAWA Coordinator is the Director of Compliance.

VAWA protects anyone who is:

1. a victim of actual or threatened domestic violence, sexual assault, dating violence or stalking, or the spouse, parent, brother, sister or child of that victim, or an individual, tenant or legal and lawful occupant living in the victim's household, and
2. living in or seeking admission to the property covered by VAWA.

Protections for VAWA-covered violence covers women or men, as well as people in same-sex relationships, whether or not they are blood-relations, living together, and/or are married.

- Domestic violence is felony or misdemeanor violence committed by the victim's current or former spouse; someone in the role of a spouse according to local law; the victim's live-in or former live-in intimate partner; someone the victim shares a child with; or, anyone an adult or youth victim would be protected from under local domestic or family violence laws.
- Dating violence is defined as violence committed by someone who is or has been in a romantic or intimate relationship with the victim.



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- Sexual assault is any non-consenting sexual act as determined by federal or state laws, including when the victim lacks the ability to consent to the act.
- Stalking is to follow, pursue, place under surveillance or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person. It is defined as placing a person in reasonable fear of death, serious bodily injury, or substantial emotional harm. This definition covers the victim, the victim's immediate family or the victim's intimate partner.

The rule also permits a bifurcated lease, which allows management to remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant and who engages in criminal acts of physical violence against family members, affiliated members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. The ability to bifurcate a lease is determined by local laws.

At move-in interview the household will receive the Notice of Occupancy Rights, to be signed by all household members 18 and over. The VAWA Lease Addendum (HUD-91067) will be signed by all household members 18 years of age and older at move-in, or at/by the next Annual or Interim certification after a current tenant's 18th birthday. All applicants and/or residents will be able to report such incidents through the VAWA certification form (HUD 5382) or other acceptable forms of verification by a health professional, the police, an attorney or other documentation, as noted in the CFR. The property has a VAWA Policy, an Emergency Transfer Request Policy and Procedure, and an Emergency Transfer Plan on file and for review in the Management office. The Emergency Transfer Request is available in the management office and information and assistance by management is provided in strictest confidentiality. The Occupancy Rights will also be given at termination of tenancy, termination of assistance and when the application is rejected.

If a resident or applicant has requested VAWA protections and such protections have been documented and justified based on management's investigation, the abuser/perpetrator will not be approved to live on the property.

Property Management must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. Management must not allow any individual administering assistance or other services on behalf of Property Management (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. Management must not enter your information into any shared database or disclose your identity or information to any other entity or individual. Management, however, may disclose the information provided if:

- You give written permission to Management to release the information on a time- limited basis.
- Management needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Management or your landlord to release the information.

Property Management will retain any written information you provide related to the exercise of your rights under VAWA, as well as VAWA forms that are part of the tenant file for a period of time as follows:

- VAWA Certification forms (HUD form 5382 or 5383 or alternate documentation) and any supporting documentation is considered confidential and will not be a part of the regular tenant file. However, information will be retained for the entire length of occupancy. Upon move out information will be shredded three (3) years after the move out date. If the application for housing is not approved and VAWA Certification forms or alternate documentation and supporting documentation was submitted during the process, information will be retained for three (3) years from the date of wait list removal or application rejection then shredded.
- Management shall have current household members age eighteen (18) years or older sign and date an "acknowledgment of receipt" of the VAWA Notice of Occupancy Rights (HUD form 5380) at the time of admission or move-in. This acknowledgement will be retained in the tenant file as part of the initial move-in documentation for the length of occupancy. Upon move out information will be shredded three (3) years after the move out date.



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- Management shall have the current household members age eighteen (18) years or older sign and date the VAWA Lease Addendum (HUD form 91067) at the time of admission or move-in to be effective as of the date of the Lease. This addendum will be retained in the tenant file as part of the initial move-in documentation for the length of occupancy. Upon move out information will be shredded three (3) years after the move out date.

Management will not discriminate, intimidate, coerce, threaten, or retaliate against any person because that person has testified, assisted, exercised their right, participated in any investigation or action to enforce VAWA or in any matter related to VAWA or a VAWA crime.

Please see the property VAWA Policy for a more detailed explanation of the process used to assist you in exercising protections provided under VAWA.

7. General Information

The information listed here are general policies governing the property.

Pets and Assistance, Support, and Service Animals

This property does not permit residents to have Pets. If the household has a Pet, admission will be denied unless the applicant provides written certification that the Pet(s) will not occupy the unit or be brought on the property. After admission, if it is discovered that a Pet(s) is residing in the unit, no matter if permanent or temporary for any length of time, this will be considered material non-compliance with the lease agreement and a violation of the lease which may result in termination of the lease agreement unless the Pet(s) is immediately removed from the premises, not allowed to return, and written certification of such removal is given to the owner/agent within ten (10) days of issuance of notice to terminate tenancy or remove the Pet(s).

This property permits residents to have Assistance, Support, and Service Animals with written approval from management as a reasonable accommodation and has established an Assistance, Service, and Support Animal Policy. These rules are given to residents upon request for reasonable accommodation to have this type of animal. Applicants or residents may request a reasonable accommodation form from the management office. Verification of the need for reasonable accommodation will be third-party verified by a medical professional per HUD guidelines.

Visiting pets and 'pet-sitting' for others' pets are not permitted. A visitor's service animal is permitted.

Smoking Policy

This is a Smoke Free Property. Smoking is not allowed anywhere on the property or grounds. Smoking shall include the inhaling, exhaling, or carrying of any lighted cigarette or e-cigarette, pipe, hookah, tobacco products, marijuana, medical marijuana, herbal smoking products, bath salts, or other illegal or legal substances. The use of illegal substances or illegal use of controlled substances is grounds for denial or termination of housing and assistance.

Use of Marijuana – Federally Funded Property

Regardless of the purpose of legalization under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). Based on federal law, new admissions of any marijuana user – including people who use medical marijuana - are prohibited.

Please note that use of illegal or controlled substances is grounds for denial of housing and assistance in accordance with the Quality Work & Housing Responsibility Act (QWHRA). This includes marijuana and medical marijuana. State laws that legalize medical



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marijuana directly conflict with QHWRA and thus are subject to federal preemption. Therefore, residents are prohibited from using marijuana (even in a smokeless manner).

8. Admissions

To apply for housing, applicant households must be age and income qualified in accordance with program and project requirements. In addition, every applicant household must meet the Tenant Selection Criteria. The Tenant Selection Criteria is used to demonstrate the applicant household suitability as a resident using verified information on past behavior to document the applicant household ability, either alone or with assistance, to comply with the rules governing tenancy.

Admission is prohibited if any of the following conditions exist:

- A. An applicant household or household member was evicted from a federal housing program or other housing for drug related criminal activity within the last **three (3) years**;
- B. Any household member is currently engaging in illegal use of a drug, including medical, legal or illegal marijuana;
- C. Any household member is subject to registration under a state sex offender registration program;
- D. If there is reasonable cause to believe that a household member's abuse of alcohol or previous verified behavior may interfere with the health, safety or right of the peaceful enjoyment by others.
- E. The applicant household is unable to meet the project or program requirements or owner established criteria as outlined in this Tenant Selection Plan.

Proof of Legal Residency

Applicants are not required under the LIHTC program, with no other layered programs, to provide proof of U.S. Citizenship or eligible noncitizen status. Applicants will be required to meet HUD guidelines to provide proof of U.S. Citizenship or eligible non-citizen status if using a housing voucher or subsidy program in which participation in the program requires a declaration and or evidence of citizenship/immigration status.

For those participating in a subsidy program where it is required to meet HUD guidelines, the following applies:

All Residents must be either U.S. Citizens or eligible noncitizens, as defined by HUD. All applicants will be given notice of the requirement to submit evidence of citizenship or eligible immigration status at the time of application to include:

1. Family Summary Sheet that lists all household members who will live in the unit
2. Tenant Declaration of Citizenship for each household member listed on the family summary sheet and will live in the unit
3. Evidence of citizenship/immigration status as required by HUD.

If it is determined that a household member is not a citizen, the following will apply:

- Citizens aged sixty-two (62) and older will be required to sign a declaration of citizenship status and provide proof of age.
- Eligible Noncitizens aged sixty-two (62) or older will be required to sign a declaration of eligible immigration status and provide proof of age.
- Applicants under the age of sixty-two (62) will be required to sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Management will verify with the Department of Homeland Security (DHS) the validity of documents provided by applicants. This verification will occur in advance of other verification efforts to avoid delays in receipt of information. Applicants would be notified as to whether or not they would be eligible for assistance, or for partial assistance (if a mixed family).

If any household member is determined to be an ineligible non-citizen at application or after move-in, assistance and/or tenancy may be denied, terminated, or prorated as appropriate. If citizenship eligibility status can change for any household member it will be reviewed after move-in for eligibility when or if it changes.



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Proof of Social Security Number(s)

Applicants are **not required** under the LIHTC program, with no other layered programs, to provide proof of social security number(s) for program qualification under IRS regulations. **Disclosure of social security number will be required for all household members to determine eligibility and suitability with owner-established screening and tenant selection criteria.** Applicants will be required to meet HUD guidelines to provide proof of social security number(s) for all household members if using a housing voucher or subsidy program in which participation in the program requires disclosure and evidence of the social security number.

For those participating in a subsidy program where it is required to meet HUD guidelines, the following applies:

Note: An Individual Tax Identification Number (ITIN) is not the same as a Social Security Number and will not be accepted in place of a Social Security Number.

To participate in the HUD program and be eligible for assistance, each member of the applicant or resident household (including Live-in Aides, foster children, and foster adults) is required to provide a Social Security Number (SSN) and provide acceptable documentation to verify the SSN. Adequate disclosure and verification consist of a social security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN.

Note the SSN requirement does not apply to:

- persons aged 62 and older as of January 31, 2010, whose documented initial determination of eligibility was begun before January 31, 2010;
- individuals who do not contend eligible immigration status;
- A child under the age of six (6) years added to the applicant household within the six (6) month period before the household's date of admission. The household will have a maximum of 90 days after the date of admission to provide the SSN and adequate documentation that the SSN is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the SSN and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires tenancy to be terminated;
- A minor under the age of 6 years being added to the household after move-in. The household will have a maximum of 90 days after adding the child to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the owner/agent terminate the tenancy.
- Foster children or adults when:
 - The foster agency will not provide the SSN or adequate documentation to verify the SSN; and
 - HUD approves.

If, at the time a unit becomes available, all non-exempt household members who have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant household must be offered the available unit.

All non-exempt household members have ninety (90) days from the date they are first notified that a unit is available to provide documentation necessary to verify the Social Security Numbers. During these 90 days, the household may retain its place on the waiting list but will not be considered again until the required documentation is provided.

If, after ninety (90) days, the applicant is unable to disclose/verify the SSNs of all non-exempt household members, the household will be determined ineligible and removed from the waiting list.

The applicant may apply again, after obtaining the appropriate documentation. The applicant will be placed on the waiting list based on the date and time the new Pre-Application or Application is received.

Individuals who have applied for legalization under the Immigration and Reform Control Act of 1986 will be able to disclose their social security numbers, but unable to supply the cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go to the Department of Homeland Security (DHS) until the persons are granted temporary lawful



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Resident status. Until that time, their acceptable documentation is a letter from the DHS indicating social security numbers have been assigned.

Secondary Verification of the Social Security Number

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database through HUD's Enterprise Income Verification System (EIV) to ensure that the Social Security Number, birth date, and last name match. If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated, and any improper payment must be returned to HUD. If an applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

Exception to Disclosure Requirement for those Participating in Subsidy Program:

If the applicant cannot provide any of the above, the applicant will advise the owner/agent. The owner/agent may accept self-certification of SSN and at least one third-party document such as a bank statement, utility or cell phone bill, benefit letter, etc., that contains the name of the individual. When none of the other accepted methods is available and if verifying an individual's SSN using this method, the owner/agent must document why the other SSN documentation was not available.

If the resident's SSN becomes verified in HUD's Enterprise Income Verification System (EIV), then no further verification is required. If the resident's SSN fails the SSA identity match, then the owner/agent must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The resident household's assistance must be terminated if any member fails to provide the required documentation (some exceptions apply).

Live-in Aides

A Live-in Aide is defined as a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities and is determined to be essential to the care and wellbeing of the person(s), is not obligated for the support of the person(s), and would not be living in the unit except to provide the necessary supportive services. Third party verification of need for the Live-in Aide will be required from all applicant households or residents requiring the assistance of an aide. Applicant households or residents must provide consent for Management to verify need with the physician or medical professional of their choice. Verification of need will be completed in accordance with HUD or LIHTC guidelines.

Prospective Live-in Aides must consent to screening by Management to determine eligibility and suitability for occupancy **prior** to being allowed to move into the unit. Applicant households or residents may request management to screen the person(s) of their choice. Screening of a Live-in Aide will include identity verification (submitting a valid state ID or driver's license, proof of age which may include a birth certificate or alternative verification, and social security card), screening for housing history, and criminal background screening. The criminal screening will be conducted prior to initial occupancy and will continue annually for the length of occupancy. Management will apply the Tenant Selection Criteria, and any other owner established applicant household screening criteria as applicable to new household members.

Prospective Live-in Aides will not be screened for the ability to pay rent as they are not responsible for rent payments. Live-in Aides may not bring other persons, including family members, or pets to the property as an Aide. If the household size, with the addition of the Live-in Aide, is greater than the size permitted by the occupancy standard, and if the building has an appropriate size unit, the resident household will be placed on a transfer list for a larger apartment.

Live-in Aides are required to comply with all house rules. The Live-in Aide is not considered part the resident household, a lease holder or signor and as such will not be permitted to remain in the unit after the resident for whom the Aide is providing care either permanently vacates or leaves the building for more than fifteen (15) days. **There are no rights of survivorship to the unit for a Live-in Aide.**



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Per Colorado Housing and Finance Authority (CHFA) who administers the LIHTC Program, Live-In Aides must not be listed on the Lease or sign the Tenant Income Certification (TIC) and if automatically included on management software strike out the Aide's information.

Custody

Applicant households or residents who have joint custody agreements of a minor child(ren) are eligible to receive HUD assistance in two units when parents/guardians receive HUD assistance. The household will be eligible to add the child(ren) to the lease however; additional verification will be required which may include the following:

- A. Verification of the custody/guardianship/living arrangement;
Note: The applicant household may submit a court-ordered agreement, affidavit, or certification of custody status.
- B. Verification of the use of the Dependent Deduction;
Note: Only one household may receive the dependent deduction.
- C. Verification from the owner/agent to determine if the child will live in the unit at least 50% of the time, the parent wishes to claim the Dependent Deduction, and both households are receiving HUD housing assistance.

To be eligible the child(ren) must occupy the unit at least 50% of the time. Failure to fully disclose custody status, when required, will be considered a failure to complete the application process and a cause for denial of the application.

Student Status

This property is **required** to comply with the IRS Section 42 Low Income Housing Tax Credit Program student rules. Student eligibility is determined at move-in / initial certification and at every annual certification. A student who is otherwise eligible must also meet the screening criteria for student status. Households composed entirely of full-time students are not eligible for the LIHTC program unless, they meet one of these five (5) criteria:

- 1. Married and filing a joint tax return or eligible to file a joint tax return, or
- 2. Single parent, of at least 1 child, neither of whom is a dependent on another person's tax return, except for the return of the other parent of the child, or
- 3. At least one member of the household receives assistance under Title IV of the Social Security Act (i.e., AFDC, welfare, TANF, etc.) or
- 4. At least one member of the household is enrolled in a job-training program receiving assistance under the Job Training Partnership Act or similar federal, state, or local laws; or
- 5. Household member was a participant in the foster care program.

A full-time student is defined as any individual who has been, or will be, a fulltime student at an educational institution, other than correspondence school, with regular facilities and students for a minimum of five (5) months of the year in which the application is submitted. An individual who attends school all or part of any five (5) months of the calendar year, not necessarily consecutively, is considered a full-time student. A person who attended school full-time during any part of five (5) months of a calendar year is a student throughout the remainder of the calendar year, even after they are out of school; this is sometimes referred to as the "5-month look-back."

It is important to note that household members counted for the student rule include all members, regardless of age (including minor children and unborn children). Although unborn children are explicitly counted for income limit purposes, the Code is silent regarding the student rule and unborn children. Thus, CHFA has determined that a single pregnant woman who is a full-time student does meet an exception as a full-time student household; the unborn child counts as a non-student for the single parent-dependent-child exception.



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Lease Requirements

Management will review the lease and its attachments with all incoming residents. A copy of the lease and its attachments will be given to residents. This may include, but is not limited to, the following:

- Lease
- Lease Addendums (i.e., VAWA, LIHTC) (as applicable to project and program requirements)
- House Rules
- VAWA Notice of Occupancy Rights
- EIV Brochure and Policies (as applicable to project or program requirements - HUD)
- Pet Policy (if applicable)
- Assistance, Service, and Support Animal Policy
- Unit Inspection
- Local, state, or federal brochures (as applicable to the project or program requirements, local or state laws)
- Other documents that may outline management or resident rights and responsibilities

Residents are required to fulfill all lease requirements, with or without assistance. If the resident requires assistance in order to fulfill the lease requirement (i.e., community services or live-in care attendant, etc.) the resident is encouraged to seek such assistance. If known, management is permitted to provide contact information for resources in the community for services to residents.

At the time of lease signing a security deposit (in accordance with HUD, LIHTC, or Owner requirements) may be required to be paid in full. If pets are allowed, a pet deposit may be required to be paid in full if the pet will be occupying the unit at initial occupancy or at a later date. A deposit, if required, will be described in the Pet Policy available in the management office.

9. Procedures for Application Processing

- A. Interested persons may contact the Management Office in person or by phone, e-mail, or mail to request an application packet. Applications requested other than in person will be sent in a timely manner if the wait list is open.
- B. Management will review all applications received for completeness and preliminary eligibility. Photo, screenshot, or video of application will not be accepted. Preliminary eligibility criteria may include but is not limited to requirements for age, income, and occupancy standards.
- C. Applications will be considered on a “first come-first serve” basis, taking account of any preferences, to coincide with the date and time the “complete” application packet is received in the Management Office.
- D. Applications deemed “ineligible” based on prescreening criteria will not be date / time stamped or added to the Wait List. The applicant household will be notified in writing of ineligibility and informed the household has **fourteen (14) days** from the date on the letter to appeal the decision. Applicant households may submit an appeal in writing or another equally effective means of communication to the Management Office.
- E. Applications deemed “incomplete” will be returned to the applicant household indicating the specific area(s) requiring completion. A copy of the application and cover letter will be placed in a “pending” file prior to returning the application. This will serve as documentation of status until a completed application is returned. While pending, the application will not be date / time stamped or added to a wait list.
- F. Applications will be deemed “complete” when all information requested in the application packet has been submitted, including all information necessary to establish whether an applicant household is preliminarily eligible. Applications deemed complete and preliminarily eligible will be date / time stamped and added to the Wait List.

10. Wait List

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The Wait List(s) for this property will be maintained electronically utilizing property management software. The wait list is an organized list of eligible applications. The maintenance and update of the Wait List is one of the major steps in limiting the time a unit is vacant during turnover of occupancy. A property may have more than one Wait List. The Wait List can be broken down into the following categories:

- A. Unit Size
- B. Accessibility
- C. Preferences

Information that may be included on a Wait List is the following:

- A. Date and time the application is received;
- B. Name of applicant household;
- C. Number of household members;
- D. Income or income level as per the application or the most recent up-date;
- E. Need for accessible unit;
- F. Desired unit size;
- G. Preference(s), if applicable.
- H. Final status or action of application.

Information relating to race, ethnicity, and sex is requested during the application process, however, this information is not required to be disclosed by the applicant household. Disclosure is optional and will only be used for statistical purposes in accordance with HUD or LIHTC guidelines. The data collected should be maintained in a separate file, will not be part of the Wait List, and have no bearing on application processing or occupancy. This demographic information is not relevant to tenant selection and if improperly used could result in discrimination against some applicant households.

Applicant household placement on a Wait List does not guarantee housing or determine if household is eligible or suitable for occupancy. An applicant household may be placed on more than one Wait List, if multiple wait lists exists and the household is preliminarily eligible for placement on a specific Wait List.

Applicant Households in Need of an Accessible Unit

Applicant households in need of an accessible unit will be placed on the general Wait List. Once the applicant household has reached the top of the Wait List, they will be offered the available unit, even if it is not an accessible unit. The household has the right to accept or decline the unit. If the household accepts the non-accessible unit, they have the right to request reasonable modifications to meet their needs. For units with HUD funding, if these modifications are considered to be reasonable accommodations, the owner/agent is required to make necessary adjustments as long as it will not result in undue financial burden as defined by HUD. If the applicant household declines the non-accessible unit, they must remain on the Wait List in their original position and will be offered the next available accessible unit.

Households occupying an accessible unit, but whose members do not require the special features will be required to sign a lease addendum that states that management has the right to move the household to a non-accessible unit when available to accommodate the household who requires the special features of the accessible unit. Management will cover the cost of relocating the household not in need of the accessible unit.

Maintaining / Update of Wait List(s)

Wait Lists are subject to fair housing requirements and laws. As such the Wait List must provide a record that can be easily audited and trace all activity related to the status of an application. Documentation of an action taken regarding an application will be



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maintained in the applicant household file and documented in the property's property management software which is an electronic record. Applicant households are required to notify management of any changes in address, telephone number, or household status on an ongoing and continual basis.

Actions taken regarding an application may include:

- A. changes (additions or deletions)
- B. approvals
- C. withdrawals
- D. rejections

The Wait List will be updated annually. The annual update will ensure the list is current and confirm the applicant household continued interest, preliminary eligibility, and any changes since the last contact or update of the Wait List. A letter will be mailed to each applicant household via the U.S. Postal Service. The letter will request the following information:

- A. Change in household composition (number of persons in household)
- B. Change in household gross annual income
- C. Change in preference status
- D. Change in contact information (address, phone number, or email address)
- E. Desire to remain on the Wait List

The applicant household will have thirty (30) days to respond to the letter. If the applicant household does not respond within the thirty (30) day timeframe the application of the applicant household will be placed in the inactive file and removed from the Wait List. A letter will be sent to the applicant household confirming this final action. The applicant household will have the right to appeal this action within fourteen (14) days from the date of the letter. Failure to respond due to extenuating circumstances will be considered. Accommodations in response time can be made for persons with disabilities.

Wait List Removals

Applicant households whose application is removed from the Wait List must reapply, if they are still interested, by completing a new application if the Wait List is open. The applicant household will assume a new position on the Wait List based on the date and time the most recent application is received.

Reasons application removal may include, but is not limited to, the following:

- A. Applicant household requested removal;
- B. Applicant household is no longer eligible;
- C. Applicant household fails to respond to a written notice;
- D. Applicant household fails to meet eligibility requirements;
- E. Applicant household fails to meet screening requirements;
- F. Applicant household is rejected for any reason described in this plan;
- G. Applicant household is offered and rejects two units at the same property;
- H. Mail is sent to the applicant household's address and is returned as undeliverable;
- I. Applicant household cannot be contacted by phone due to number being changed or disconnected;
- J. Applicant household cannot be contacted by email or other electronic means;
- K. Applicant household fails to update application information annually as required and described in this plan;
- L. Applicant household accepted a unit but failed to move in to the unit within the required timeframe of thirty (30) days or less as discussed with Management;
- M. No appropriately size unit exists in the property;



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If an application is removed from the Wait List and it appears that this was done due to management error, the application will be reinstated to the original position on the Wait List. If the response is received timely and the applicant household requests to remain on the Wait List, the applicant household member will retain their position on the Wait List.

Income Targeting

This property is not subject to the income targeting requirements required under the Section 8 Program.

Closing / Reopening the Waiting List

The Wait List for a specific unit size or type will be closed when the average wait is more than **three (3) years**. If the Wait List for a specific unit size or type is less than a **one (1) year** wait the Wait list will be reopened. The specific procedures stated in the Affirmative Fair Housing Marketing Plan will be followed when reopening the list. This includes closing and prior to each reopening of the Wait List, a notice announcing the reopening and providing information on the rules regarding how, when, and where to apply will be done based on the outreach methods as listed in the AFHMP. Upon update of the AFHMP the agency and sources will be updated in accordance with the plan, if applicable.

A Wait List may be closed if a unit is not subject to availability in the near future. For example, when the marketing of units generates an application pool such that the Wait List period is more than **three (3) years**, management may suspend the intake of preliminary applications. If application intake is suspended, Management will do so in accordance with the provisions and guidelines as noted in the HUD or State Finance Agency's approved AFHMP.

If the Wait List has been closed and the application pool diminishes to a point where the waiting list period is less than **one (1) year**, Management will market pursuant to the provisions of the HUD or State Finance Agency's approved AFHMP when insufficient persons are available on the Wait List or if there are no persons at or below the area median income.

Record Keeping of the Wait List

- A. Management must retain current applications as long as they are in active status on the Wait List;
- B. Management will retain inactive applications that have been removed from the Wait List for a period of **three (3) years** from the date of removal. All documentation related to the processing of the application must be retained in the applicant household file including the notice of rejection and correspondence;
- C. When an applicant household moves into the property the original application and all Wait List correspondence becomes part of the resident household permanent file. This must remain in place during the length of resident household tenancy and continuing for a period of **three (3) years** after move-out or for the length of the program compliance period, whichever is longer.
- D. The Wait List and all related material must be kept in a secure location and access must be available only for authorized personnel. This will protect the confidentiality of this material.

Selecting Applicant Households on the Waiting List

Applicant households will be selected for an apartment in chronological order based on the "date and time stamp of application". All HUD and Tax Credit, if applicable, program requirements and eligibility criteria, preferences, and approved tenant selection criteria in effect at time will be considered in the admission decision.

Applicant households who reach the top of the wait list will be contacted to determine eligibility and whether the applicant is willing and able to satisfy the requirements for residency. An eligibility interview will be scheduled with Management staff so that current information is obtained to determine if the household is qualified. This information may include the following:



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- 1) Household composition
- 2) Income and assets
- 3) Student Status
- 4) Housing history, including evictions, for the most recent three (3) years
- 5) Background screening (to include credit, criminal, and sexual predator screening). **Note:** Sexual predator screening will be conducted annually after initial occupancy and continuing annually for the length of tenancy.
- 6) If applicable to specific regulatory requirements the following documents will be obtained with signatures where needed or the document provided to the applicant household members 18 years of age or older where required:
 - (a) EIV Existing Tenant Search (HUD programs ONLY)
 - (b) Citizenship (HUD programs ONLY, if required for program eligibility or assistance)
 - (c) HUD Fact Sheet, HUD form 9886 and Release of Information (HUD programs ONLY)
 - (d) Violence Against Women Act (VAWA) Notice of Occupancy Rights and Acknowledgment of Receipt

The use of certain forms is determined by the program(s) under which the property operates.

Contacting Applicant Households on the Waiting List

When management is aware that a unit is scheduled to become available, Management will notify the next applicant households on the Wait List in the following manner:

- 1) Management will contact the applicant household by phone or email (if provided, and consent has been given to contact using this method) at least two (2) times within two (2) business days. If the applicant cannot be reached, a letter will be mailed to the last known address on file. The letter will provide an eligibility interview appointment date and time and advise that the applicant household must contact Management to confirm or reschedule the appointment.
- 2) Applicant households will have seven (7) days from the date the letter was sent to respond. If no contact is made by the applicant household, Management will place documentation in an inactive file and the applicant household will be removed from the wait list. Exceptions to the above stated procedures will be made for extenuating circumstances.
- 3) Applicant households who respond within the required timeframe but fail to attend the scheduled interview or reschedule within 24 hours in advance of the interview will be removed from the wait list. Exceptions to the above stated procedures will be made for extenuating circumstances.
- 4) Applicant households who respond within the required timeframe to reschedule the interview but fail to attend the rescheduled appointment will be removed from the wait list. Exceptions to the above stated procedures will be made for extenuating circumstances.
- 5) Applicant households are permitted to refuse the offer of an apartment once and still retain their position on the waiting list. Written notice will be sent after that refusal. If an applicant household refuses the offer of an apartment a second time, the application of the applicant household will be removed from the Wait List. Written notice will be sent to notify the applicant household of Wait List removal. If the applicant household would like to reapply, they may do so by requesting an application if the Wait List is open at that time.
- 6) Applicant households whose names have been removed from the waiting list are required to reapply if interested in being placed, again, on the waiting list. They will not resume their original position on that list but will be placed on the waiting list as of the date and time they submit their new completed application.
- 7) If the applicant household is removed or rejected, a notice to that effect stating the reason for the removal or rejection, will be sent to the applicant household indicating that it has fourteen (14) days after the notice date to request a meeting with the Agent (someone other than the person who issued the rejection) to appeal the decision. Management will proceed to the next person on the waiting list to offer the vacant apartment. If the applicant household that has been rejected appeals the decision and the



decision is overturned, the applicant household will resume its original position on the Wait List and be offered the next available apartment for which it is eligible.

11. Interviews

Purpose of an Interview

The eligibility interview is one step in determining if an applicant household(s) is eligible to become a resident(s). The interview allows management to gather preliminary material to determine eligibility for rental assistance. The interview also provides an opportunity for the applicant household(s) to inquire about the facility and the occupancy requirements. Information obtained during the eligibility interview will be used only for the purpose of determining suitability for occupancy based on program and project requirements, ability to meet tenant selection criteria, and ability to fulfill requirements of the lease agreement.

When the Interview should be Conducted

If a unit is available or will become available within the next thirty (30) days, the applicant household(s) at the top of the Wait List will be contacted. At the time of contact Management will take the following action:

- A. If the applicant household(s) has an interest in residency, an eligibility interview will be scheduled.
- B. If the applicant household is not interested at the time of initial contact, the applicant may request to remain at the top of the Wait List and be contacted when the next unit comes available.
- C. If the applicant household is not interested in current or future residency, the applicant may request to have their application removed from the Wait List. If so, Management will send a letter notifying of Wait List removal.
- D. If an applicant household fails to attend the scheduled eligibility interview (no call / no show), the applicant households' application will be removed from the Wait List. A letter will be sent to notify of wait list removal. Applicant households retain the right to appeal wait list removal or application rejection within fourteen (14) days from the date of the letter. Note: Exceptions may be made for extenuating circumstances.
- E. If an applicant household fails to attend the scheduled eligibility interview but contacts Management 24 hours before or after the initial scheduled interview, Management will reschedule the eligibility interview for another agreed upon date and time. If the applicant household fails to attend the rescheduled interview, the applicant household application will be removed from the Wait List.

To speed the lease up process, several applicant households who are near the top of the Wait List may be contacted. An eligibility interview may be scheduled and conducted with those applicant households. Upon completion of initial paperwork, when a move-out notice is given by a current resident, applicant households will be informed and offered a unit if qualified. If the information provided by the applicant household is greater than 120 days old from initial eligibility interview or anticipated move-in date, the paperwork must be updated prior to residency. This will provide a level of efficiency in leasing of a unit in a timely manner.

Process of an Interview

All interviewing is done in compliance with the HUD and/or LIHTC regulations and the owner's occupancy standards. The applicant household(s) will be informed of the facility, its location, and size of the available unit, handicapped accessibility and other amenities and services of the building as well as the community. The interview will disclose the federal regulations relating to the rent subsidy program(s) in place at the property if applicable. In addition, the applicant household(s) will be informed that there are penalties for providing false information, which may result in eviction, loss of rental assistance, fines up to \$10,000 and possible imprisonment of up to five (5) years.

Eligibility interviews held onsite will be conducted with all applicant household members being considered for admission in accordance with applicable program guidelines. Household members age eighteen (18) years or older must attend the eligibility interview. Documentation needed during an interview includes, but is not limited to, the following (note: materials an applicant should bring to



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an interview are based on the specific program requirements that apply to the property, owner's occupancy standards, and eligibility criteria as outlined in this plan. As such some materials may not apply to every applicant household or property):

- A. Application for housing (Currently at site)
- B. Verification of Age
- C. Verification of Legal Alien Status (applicable to HUD programs)
- D. Household Composition
- E. Names/Addresses of Landlords within the most recent three (3) years
- F. Names/Addresses of two (2) Emergency Contacts
- G. Social Security Number for all household members and Citizenship Status/ Alien Status # (applicable to HUD programs)
- H. Authorization Forms (available at the site) to include:
 - 1) Income (Social Security, SSI/SSDI, Pension, Veterans Administration Benefits, Employment Income, Public Assistance, Disability);
 - 2) Assets (Stocks, Bonds, Checking Accounts, Savings Accounts, Real Estate Appraisals, Certificates of Deposits) and assets disposed for less than fair market value within the last two years;
 - 3) Medical / Child care expenses (if applicable / qualified) (Including insurance premiums, out-of-pocket related expenses, medicare premiums, day care or dependent disability related expenses, etc.)
 - 4) Housing History (name and contact information of landlords for the most recent 3 years);
 - 5) Credit/Criminal/Sex Offender Registration Release;
 - 6) Verification of Student Status (applicable to HUD and LIHTC programs);
 - 7) Certification of Handicap/Disabled Status (if applicable);

The applicant household(s) must be informed that certain information must be verified by third party sources. It will be used to determine eligibility as well as rent. Note, information must be received for each applicant household member who will be a member of the lease and residing in the unit. When all income, asset, eligibility, and screening information has been received Management will make a decision as to whether or not the applicant household qualifies for the next apartment that becomes vacant. Note: All household eligibility information older than 120 days must be updated prior to occupancy.

Failure to Supply Information

The applicant household(s) will be provided with a list of missing documents if all information required is not supplied at the time of interview. The missing documents must be received within ten (10) days from the date of the initial interview. If an extension is needed beyond the ten (10) day timeframe it must be requested from management. Upon request another extension may be given, however, the total timeframe to supply all documentation can be no more than thirty (30) days since the time of initial eligibility interview date. Note: Consideration will be given for extenuating circumstances.

The following conditions will apply for failure to supply requested information:

- If the applicant household fails to supply all missing documentation within the initial ten (10) day timeframe and no request for extension is received prior to the expiration of the ten (10) days the applicant household application will be removed from the Wait List.
- If the applicant household is provided an extension beyond the initial ten (10) day timeframe but fails to supply all required information within thirty (30) days from the date of the initial interview the applicant household application will be removed from the wait list.
- In accordance with the Application and Wait List procedures as outlined in this plan, applicant household applications that have been removed from the wait list may reapply if by submitting a new application to be placed on the wait list if the wait



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list is open at that time. Applicant households will not retain their original position on the wait list but instead be placed on the wait list if preliminarily eligible based on the date / time the new application is received.

Streamlined Verification of Income or Assets

This property is required to follow the verification procedures applicable to the LIHTC program per the State Agency, Federal, or other regulatory agency guidelines that administer the LIHTC program for this property. In addition, this property utilizes some streamlined verification processes per HUD program guidelines. As such the following processes have been implemented:

- 1. **Fixed Income:** This property will not adopt a Streamlined Determination of Fixed Income except for applying the Social Security Cost of Living Adjustment (COLA) to persons receiving benefits through the Social Security Administration (SSA). The COLA does not apply to state-paid disability benefits. Annually in October, when the SSA announces the COLA, it will become effective the day after the SSA announcement. This property will factor in the COLA when determining the gross annual income for social security and SSI benefits for move-in/initial certifications, that have not yet been completed and will be effective January 1 or later of the upcoming year.

Note: The use of Enterprise Income Verification (EIV) is not accepted for the LIHTC program as verification of income. Verification of income must be per the State Agency, Federal, or other regulatory agency guideline that administers the LIHTC program for this property.

- 2. **Asset Net Cash Value at or below the Current Asset Threshold as Determined by HUD:** This property will adopt Streamlined Verification of Asset Net Cash Value. For the year **2024**, the asset threshold is **\$50,000.00**. For the year **2025**, the asset threshold is **\$51,600.00**. This threshold is subject to the Annual Adjustment by HUD on an ongoing basis. Input returns on net household assets are included in household income only when the net household assets exceed the current asset threshold and actual asset income cannot be calculated for all assets.

Note: Streamlined Verification of Assets or a Streamlined Certification will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the household has been required to return an improper payment to HUD.

12. Screening

The screening of applicant households will be administered in a manner that is consistent and in compliance with fair housing laws. All applicant households are required to complete the screening process prior to approval of occupancy. This includes but is not limited to Live-in Aides or Caregivers and additional household members added to the household after move-in. There are certain exceptions that apply to children/minors considered to be persons who will reside in the unit but have not reached age eighteen (18). Note: Live-in Aides or Caregivers are not subject to screening of income qualification and ability to pay rent.

The screening of applicant households is used to help determine suitability, the ability and willingness to meet the requirements for housing and comply with the terms of the Lease. In addition, meet the requirements for the project and program of which the applicant household has applied for housing under and the owner established criteria.

Procedure

The following screening procedures shall be conducted to determine whether each applicant household qualifies for residency:

- A. Verification of identity for all household members which includes proof of age, social security number, and ID Card or Driver’s License (if 18 years of age or older) in accordance with the applicable program or project guidelines. Alternative documentation may be submitted to meet this requirement in accordance HUD or LIHTC guidelines;



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- B. Verification and documentation of student status (if applicable), income, assets, and eligible expenses (if applicable) for all household members being considered for admission in accordance with applicable program guidelines;
- C. Verification and documentation of the current and previous housing history up to **three (3) years** for each applicant household. Note: This includes applicant households who were homeowners, lived with family or parents or guardians, or homeless. Applicants indicating homeless status may provide documentation from a program or shelter where services are received or self-certify homeless status;
- D. Verification of disability, if applicable to project or program or specific unit type requirements in accordance with applicable program guidelines;
- E. Declaration and verification of citizenship status (for HUD programs only);
- F. Housing history screening for most recent three (3) to include evictions, timeliness of rent payment, and compliance with the lease agreement and house rules;

Check one:

- ☐ Home Visits **will** be conducted to inspect the current dwelling of the applicant to determine that housekeeping practices are acceptable if the applicant resides within 5 miles of the Development.
- ☒ Home Visits **will not** be conducted to inspect the current dwelling of the applicant to determine that housekeeping practices are acceptable.
- G. Screening through the HUD EIV Existing Tenant Search to determine if any household member is actively receiving subsidy through any HUD (Multi-family or PIH) program (for HUD programs only);
- H. Credit screening conducted by a contracted screening company in compliance with all local, state, and federal laws. Credit screening will be conducted on all household members age eighteen (18) or older;
- I. Criminal screening conducted by a contracted screening company in compliance with all local, state, and federal laws. Criminal screening will be conducted on all household members age eighteen (18) or older. As part of the criminal screening process a Sex Offender Screening will be conducted at the time of initial screening and will continue to be conducted annually at lease renewal / recertification continuing for the length of occupancy;

Unfavorable Information

An applicant household shall bear the burden of establishing its qualifications for residency and for providing all information necessary to resolve any doubts regarding their qualifications to the satisfaction of Management. In the event an applicant household fails to provide such information (including any consents necessary for Management to obtain necessary information from third parties), the application will be rejected. A notice to this effect will be mailed to the applicant household at the last known address on file. At that time the applicant will have the right to appeal according to the rejection and appeal procedures.

Credit Screening

In the event that there is unfavorable information with respect to the credit screening of an applicant household, consideration shall be given for mitigating or extenuating circumstances or an opportunity to cure which might include:

- A. Documented evidence of incidents related to VAWA that impacted credit or financial standing;
- B. Evidence of debts owed to a utility service provider have been paid or in an agreed upon payment arrangement and service may be provided in the name of an applicant household member that will occupy the unit if approved for occupancy;



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- C. Evidence of debts owed to a prior Landlord have been paid, in an agreed upon payment arrangement with on time payments have been made for a minimum of six (6) months, or other documentation to support the applicant household ability to fulfill the financial obligations of the lease terms if approved for occupancy;

Criminal Screening

In the event that there is unfavorable information with respect to the criminal screening of an applicant household, consideration shall be given for mitigating or extenuating circumstances, which might indicate a reasonable probability of favorable future conduct or financial prospects. Mitigating circumstances might include:

- A. Evidence of successful rehabilitation, i.e., completion of an approved, supervised drug rehabilitation program for previous drug users;
- B. Evidence of the applicant household participation in or willingness to participate in social service or other appropriate counseling service;
- C. Evidence of successful modification of previous disqualifying behavior;
- D. Documented evidence of incidents related to VAWA.

Management will not reject an application based on arrest records. Mitigating circumstances may be considered in accordance with the [HUD Notice H-2015-10](#) dated November 2, 2015. Additionally, [HUD Memo dated April 4, 2016](#), Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate Related Transactions.

13. Rejection Criteria

- A. An applicant household application will be rejected if it fails to meet any HUD, LIHTC program, or special funding eligibility requirement with regard to income limits, age, family definition, citizenship, and household composition as applicable to the project or program requirements.
- B. An applicant household may not maintain another residence in addition to the unit at this property. The applicant household must comply with the applicable project and program guidelines to occupy the unit at this property as the only place of residence.
- C. Applicant households who will reside in units covered with Project Based Voucher Assistance may not maintain another residence in addition to the assisted unit as applicable to unit or program guidelines. At the time of lease signing/admission the applicant cannot be receiving assistance for any other unit. This does not preclude applicants who currently live in subsidized housing from applying to another property or being eligible to move to a different subsidized unit.
- D. Consideration will be given to victims with documented incidents relating to VAWA. Those items are noted with an asterisk (*) below. See the property's VAWA Policy for more detailed information.
- E. An applicant household application will be rejected if it does not meet the property's screening criteria which may include one or more of the following reasons:
 - 1) Poor credit history*. Applicant households will not be penalized for not having a credit history. Management will look at the last **five (5) years** of credit with an emphasis on timely payment of debts excluding student loans and medical bills to include:
 - b) Bankruptcy if it includes monies owed to prior landlord for rent, damages, or fees;
 - c) Unpaid collections for debts owed to prior landlords;
 - d) Utility accounts in collection if the unit applied for requires that type of utility service for occupancy and that service is not included in tenant rent.
 - 2) Poor rental background or housing history*. Applicant households will not be penalized for not having a rental background. Management will look at the most recent **three (3) years** of housing history to include:
 - a) Eviction for any cause including evictions from federally assisted housing;



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- b) Late payment of rent
 - c) Failure to comply with the lease agreement
 - d) Disruptive behavior that impedes the quiet peaceful enjoyment of others
 - e) Damages to the unit or property at prior residences
 - f) Poor housekeeping that resulted in a safety, health, or hygiene hazard. Note, home visits will not be conducted this item will be reviewed based on the landlord verification if it indicates a current or previous issue;
 - g) Failure to identify one or more places of residence;
 - h) Failure to accurately identify the Landlord or Owner of property for one or more places of residence;
- 3) Criminal history*. Management will review the criminal screening and evaluate based on the following:
- a) Any household member has a record of any conviction or adjudication, other than acquittal of the following, which includes, but is not limited to: arson, assault, battery, crimes involving explosives, cyber-crimes, cyber-stalking, destruction of property, fraud, human trafficking, illegal distribution or manufacture of an illegal or controlled substance, kidnapping, pornography, terrorism, violence, weapons, harm to adults, animals, or children within the last **five (5) years**.
 - b) Any household member has a record of any conviction or adjudication, other than acquittal, resulting in a felony conviction within the last **five (5) years**.
 - c) Any household member has a record of any conviction or adjudication, other than acquittal, resulting in a misdemeanor conviction within the last **three (3) years**.
 - d) Any household member has a record of any conviction or adjudication, other than acquittal, of three (3) or more separate instances where the household member was involved in criminal activities that resulted in misdemeanor conviction within the last **five (5) years**.
 - e) Any household member is subject to registration under any state sex offender registration program.
Note: If it is determined that a sex offender is part of the household, the household will be allowed to remove the sex offender from the application. Removal must be documented using the change of address receipt from the State Department of Sex Offender Registration, include evidence the member has alternative housing/documentation of another residence, and a signed and dated self-certification of removal from the applicant household within **five (5) business days**. Failure to provide documentation will result in rejection. The owner/agent reserves the right to monitor household composition after move-in. If it is discovered that a sex offender has moved into the unit of an assisted unit assistance will be terminated and the household will be evicted in accordance with HUD requirements. Any assistance paid in error must be returned to HUD. The same will apply if the owner/agent discovers that a sex offender has moved into a unit with LIHTC funding, the lease will be terminated and the household will be evicted.
- 4) Any household member is currently engaged in illegal drug use, sale, distribution or manufacture of such drugs;
- 5) History of controlled substance or alcohol abuse within the last **three (3) years** and no current rehabilitative services.
- 6) Any household member is unable to comply and abide by the Smoke Free Housing Policy of the development;
- 7) Failure to complete or comply with the application or screening process to include the following:
- a) Misrepresentation of facts on the application or during the admission process;
 - b) Cooperate with the application process by submitting missing documentation timely;
 - c) Disclose and document social security numbers as applicable to the project, program, or owner tenant selection criteria.



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- d) Sign and submit the applicable consent, authorization forms, and documentation needed to complete the application or screening process. This includes if management is unable to complete the required criminal and sex offender screening for lack of information provided by the applicant household.
 - e) Unable to take possession of the offered unit within thirty (30) days or less;
 - f) Unable to pay the required security deposit or move-in fee;
 - g) Unable to pay the required first month's rent full or pro-rated rent as applicable;
 - h) Refusal of two or more unit offers;
- 8) **Occupancy Standard.** Management will review the household composition and determine if the household meet the minimum number of occupants and does not exceed the maximum number of occupants to occupy a unit. Failure to meet the standard will include the following:
- a) The number of household members exceeds the occupancy standard and there is no suitable unit size at the property;
 - b) The number of household members does not meet the minimum number of occupants and there is no suitable unit size at the property;
 - c) The household has refused or is unable to meet the occupancy standard for the development;
- 9) **Student Status.** The Applicant household is ineligible due to student status in accordance with HUD or LIHTC program guidelines as applicable.
- 10) **Citizenship.** The applicant household is ineligible due to inability to meet the proof of legal residency or citizenship requirements of the applicable unit or program to which they have applied in accordance with HUD guidelines.
 Note: Household members who did not or will not declare citizenship or non-citizenship status, or sign a statement electing not to contend non-citizen status. An applicant household may revise their application to exclude proposed household members who do not declare citizenship or eligible non-citizen status, as applicable to the program requirements.

Notice

Applicant households who do not meet the requirements outlined in this plan will receive a notice informing that their application for housing has been rejected. It is strictly the policy of Management to only notify applicant households in writing if their application has been rejected. A letter will be mailed to the last known address on file or email address (if requested and consent is given to receive notification electronically). The letter will explain the reason for rejection and the right of the household to appeal the decision.

If the applicant household decides to exclude an ineligible household member or add an additional household member, after the application has been rejected, the application will need to reapply, if the wait list is open, by submitting a new application and the application will be processed in accordance with the application processing procedures as outlined in this plan. The applicant household will not retain the original application date.

Appeal

Any applicant household whose application for housing has been rejected shall retain the right of appeal. Upon receiving the notice of rejection, the applicant shall have fourteen (14) days to submit an appeal to dispute the rejection or submit documentation in consideration or support of rejection reasons. There must be a nexus between the reason for rejection and the documentation submitted to appeal the decision. If no appeal is submitted within the timeframe stated above the rejection decision will be considered final.

Reasons for appeal may include but is not limited to:

- 1) Belief the decision was made in error;
- 2) Belief there are extenuating or mitigating circumstances that should be considered;
- 3) A member of the household is a survivor covered under VAWA and believes the status as a survivor contributed to the decision to reject the application;



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- 4) The rejection was due to a household member criminal screening identified that person as a registered sex offender and the applicant household wants to remove that member from the application;
- 5) A household member is a person with a disability and you believe a reasonable accommodation would allow management to continue processing the application;
- 6) Applicant household has been able to obtain required information and is able to comply with the application and screening process to continue with the application;

Any meeting with the applicant household or review of the applicant household's written response will be conducted by a representative of management who was not involved in the initial determination. If the household has a member with a disability a request for reasonable accommodation in non-essential policies or practices may be made to enable the applicant household an equal opportunity. If the household has a member that is a victim / survivor under VAWA the applicant household may submit certification documents in compliance with the property's VAWA Policy and VAWA Notice of Occupancy Rights for consideration and appeal of the decision.

If the applicant household responds, in writing, or a meeting is held, management will advise the applicant household, whether or not management's position has changed. It is the goal of management to process requests for appeal timely within five (5) business days of receipt of all documentation, however, in the event response is delayed the applicant household will be informed of the delay and a reasonable timeframe expectation of when a decision will be made.

Management will keep the following materials on file for at least three (3) years: application, initial rejection notice; management's final response; and all interview and verified information on which management based the rejection.

14. Move in Procedures

The move-in process will begin once the applicant household has been approved for occupancy. At that time Management will provide an orientation and next steps to the applicant household.

Offer / Acceptance of a Unit

Once the screening process is complete and the household is determined to be qualified for occupancy, management will inform the application household via one or more of the following methods:

- A. Phone
- B. Email
- C. Writing

The applicant household will have three (3) days to respond to inform management if they will accept the unit. Upon acceptance an anticipated move-in date will be set and the applicant household will be briefed on all information required to bring on the date of move-in which may include payment of security deposit, first month full or pro-rated rent (as applicable), and any other documentation required prior to lease signing.

If management does not receive a response within three (3) days it will be considered a refusal of the unit offer and the unit will be offered to the next qualified applicant household.

Household Composition Change – Adding Persons after Move-in

Persons may be added to the Lease after move-in if all eligibility, screening, project, and program requirements are met. There are specific requirements that apply depending upon if the household wants to add a minor child or adult member.

Add Minor Child

To add a minor child to the household management must be notified within ten (10) days of the date the change took effect. The household will be required to submit the following documents as applicable to the child(ren) and program guidelines and owner screening criteria for unit the occupied:



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- A. Birth Certificate or alternative proof of age;
- B. Social Security Card or certification;
- C. Declaration of citizenship;
- D. Income or asset information (if required);
- E. Custody certification (if applicable);
- F. Student Status Disclosure / Certification / Verification (if required)

Add Adult

To add an adult household member management must be notified before the person moves into the unit. All criteria as listed in this plan will apply including eligibility, screening, compliance with occupancy standard, project and program requirements will be reviewed before the new household member is approved or denied. The request to add a new member will not be considered if the household has provided a notice to vacate or expects or intends to vacate at the end of the lease term.

For residents receiving subsidy assistance, if adding the new member results in an increase in the rent, the increase will take effect on the 1st day of the following month after delivery of the thirty (30) day notice of change to rent.

Household Composition Change – Removing Persons after Move-in

To remove a person from the household management must receive the notification in writing or an equally effective means of communication from the household member requesting removal. The notice must state the name, effective date the member is/was removed as soon as possible but no more than thirty (30) days. If the occupied unit is receiving subsidy assistance an interim certification request form must also be completed. Once all documentation is received management will process a certification to recalculate the rent. If there is a rent increase as a result of the member's removal it will take effect on the 1st of the following month after delivery of the Lease Amendment or thirty (30) day notice of change to rent. If there is a decrease in rent it will take effect the 1st of the month following the removal of the household member.

If the occupied unit does not receive subsidy assistance the same documentation and notice requirement applies. However, under the guidelines of the LIHTC program this will process on the next certification applicable to the household. Under the LIHTC program Interim Certification requirements do not apply.

Failure to notify management of changes in household composition may result in termination of assistance or tenancy in accordance with the program requirements of the applicable unit. You may contact the management office if you have questions about this policy.

Inspections

All apartments must undergo periodic inspection conducted by the on-site management team, HUD or HUD's representatives/agents. These inspections include not only interior but also exterior inspections. Residents have the right to be present, and are, in fact encouraged, to be present during unit inspection.

The move-in inspection is an opportunity to familiarize residents with the property and the unit, as well as to document its current condition. During the inspection a member of management and the resident will do a walkthrough of the unit and document the condition of each area/item, explain or demonstrate the operation of appliances, equipment, or fixtures, and certify that the unit is in decent, safe, and sanitary condition on the unit move-in inspection form which will be signed and dated by the resident and management.

At least annually management will conduct an inspection of the unit to ensure appliances, equipment, and other items are functioning properly or if they need to be repaired or replaced. This is also an opportunity to determine any damage to the unit and, if so, make the necessary repairs. At this time, residents may be charged for damages to the unit so long as those damages are not the result of normal wear-and-tear. In addition to the annual inspection requirement management may be required to conduct other inspections in accordance with the project and program requirements for which the development receives funding. Residents will be notified of applicable inspections in accordance with the lease and program requirements.



Globeville Tenant Selection Plan

05.01.2025 created

The move-out inspection is conducted when a household vacates a unit. The resident may opt to attend the inspection but it is not required. During the inspection a member of management will do a walkthrough of the unit and determine if there are any damages or excessive wear and tear. Damages or excessive wear and tear will be documented on the move-out unit inspection form. The condition of the unit may also be documented with photos or videos at management discretion. At this time the resident household may be charged for damages that are beyond normal wear and tear. If management has received forwarding contact information for the resident will be sent the Final Account Statement and other supporting documents that explain if a balance or refund is due on the account.



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 HR-PBV Agreement”);

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

WHEREAS, Owner desires to assign the City HR-PBV Agreement as security for financing, and pursuant to Section 12.1.2. of the City HR-PBV 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 HR-PBV 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 HR-PBV Agreement by Owner to Lender as security for the loan, nor to any transfer of the City HR-PBV 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;

EXHIBIT F

to any term of the loan documents; or to the terms of any assignment of the City HR-PBV 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 HR-PBV Agreement as security for the loan does not change the terms of the City HR-PBV Agreement in any way, and does not change the rights or obligations of the City or Owner under the City HR-PBV Agreement.
- 2.3. The creation or transfer of any security interest in the City HR-PBV Agreement is limited to amounts payable under the City HR-PBV Agreement in accordance with the terms of the City HR-PBV Agreement.
- 2.4. Notwithstanding the City's grant of consent to assignment of a security interest in the City HR-PBV 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 HR-PBV 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 HR-PBV Agreement, and shall not have any right to receive housing assistance payments that may be payable to Owner under the City HR-PBV 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 HR-PBV 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 HR-PBV Agreement, and to assume all obligations of the owner under the City HR-PBV Agreement.

4. **PAYMENT TO SECURED PARTY**. When a secured party notifies HOST, in writing, that housing assistance payments payable pursuant to the City HR-PBV 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

EXHIBIT F

secured party shall be credited against amounts payable by HOST to Owner pursuant the City HR-PBV Agreement.

5. **OWNER'S AGREEMENT.** In consideration for the City's grant of consent to the assignment of the City HR-PBV 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]

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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

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OWNER

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

By: _____

Title: _____