

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **DENVER URBAN RENEWAL AUTHORITY**, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the "Contractor"), whose address is 1555 California Street, Suite 200, Denver, Colorado 80202.

BACKGROUND:

A. The City and the Contractor entered into an Agreement dated March 05, 2019, to provide funds to administer a single-family rehabilitation program for income-qualified Denver homeowners; and

B. The City and Contractor wish to amend the Agreement to replace the Scope of Services, extend the term of the Agreement, and increase the total compensation to be paid for such extended term, as set forth below.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and herein contained the parties agree as follows:

1. All references in the Agreement to the "Office of Economic Development" and "OED" are hereby changed to the "Department of Housing Stability" and "HOST", respectively.

2. The revised Scope of Services is attached hereto and incorporated herein as **Exhibit A-1**. All references to "Exhibit A" in the Agreement are hereby amended to read "Exhibit A-1."

3. Paragraph 2 of the Agreement, **TIME OF PERFORMANCE**, is amended to read as follows:

"This Agreement shall begin on March 1, 2019, and end on May 31, 2021, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement. The term of this Agreement and the provisions herein shall automatically be extended to cover any additional time period which the Contractor remains in control of HOME Investment Partnerships Program ("HOME") funds or other HOME assets, including program income."

4. Paragraph 3 of the Agreement, **COMPENSATION**, is amended to read as follows:

“The amount to be paid by the City to the Contractor shall not exceed One Million Seven Hundred Thousand Dollars and No cents (\$1,700,000.00). The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and the City Council, and paid into the City Treasury as an applicable cost under the CDBG Agreements referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in Exhibits A-1 and B. The parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

5. Except as herein amended, the Agreement is affirmed and ratified.

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Contract Control Number:
Contractor Name:

HOST-202053108-01 / 201946950-01
DENVER URBAN RENEWAL AUTHORITY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202053108-01 / 201946950-01
DENVER URBAN RENEWAL AUTHORITY

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:


HOST-202053108-01 / 201946950-01
DENVER URBAN RENEWAL AUTHORITY

By: 

Name: Josh Widoff
(please print)

Title: Chair
(please print)

ATTEST: [if required]

By: 

Name: Tracy Huggins
(please print)

Title: Executive Director
(please print)

SCOPE OF SERVICES

DEPARTMENT OF HOUSING STABILITY
PROJECT NAME: *Single Family Rehabilitation CPS 2*
ACTIVITY NAME: *Denver Urban Renewal Authority-SFR*
2019/2020 HOME Services Subaward

Federal Award ID (FAIN) #: M-18-MC-08-0204
Federal Award Date: anticipated June 2019
Federal Awarding Agency: U.S. Housing and Urban Development (HUD)
Pass-Through Entity: City and County of Denver
Awarding Official: Dept. of Housing and Urban Development (HUD)
 Community Planning and Development
 Region VIII
 1670 Broadway Street
 Denver CO 80202-4801

I. INTRODUCTION

Subaward Period of Performance Start and End Dates: 3/1/2019-5/31/2021. Note: The entire award amount should be committed by 12/31/2020 and work completed before 5/31/2021.

Federal Subaward Project Description:

The purpose of this contract agreement is to provide a **HOME Subaward** for \$1,700,000 through the Department of Housing Stability (HOST). These funds will be provided to the **Denver Urban Renewal Authority** to be utilized for **Single Family Homeownership Rehab**. This award is not for Research and Development (R&D).

Funding Source: ☒ HOME **Amount:** \$1,700,000 **CFDA # and Name:** 14.239 HOME
HOME – Only
HOME Eligible Activity Type: ☐ CHDO ☐ Homebuyer ☒ Homeowner Rehab ☐ Rental ☐ TBRA
HOME Eligible Activity 14A: Rehabilitation: Single-Unit Residential
include brief excerpt from
regulation 24 CFR 92): 92.205(a)(1): Rehabilitation of non-luxury housing with suitable amenities
Accomplishment Type: 10: Housing Units
Proposed Number of
outcomes: 40 homeownership units repaired/rehabilitated

Sub-awardee Organization: **Denver Urban Renewal Authority**

EIN#: 84-6011088
DUNS#: 073405623
CCR (Central Contractor
Registration) Expiration Date: 11/26/2020
Address: 1555 California St. #200 Denver, CO 80202-4200
Contact Person: Robin Hickey
Phone: 303-534-3872
Email: rhickey@renewdenver.org

Organization Type:

☐ Non-Profit ☐ For-Profit ☐ Individual ☐ Partnership ☐ Corporation ☐ Publicly Owned ☒ Other

HOME Contractor Relationship:

☒ Sub-awardee/Subrecipient ☐ Beneficiary ☐ Community Housing Development Organization ☐ Other

Council District(s): Citywide with the following target neighborhoods : College View, East Colfax, Globeville, Elyria Swansea, Montbello, Northeast Park Hill, Sun Valley, Westwood	Neighborhood(s): Citywide with the following target neighborhoods: College View, East Colfax, Globeville, Elyria Swansea, Montbello, Northeast Park Hill, Sun Valley, Westwood	Census Block(s): (only required for Low Mod Area)
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

Project/activity located in a Target Area: ☒ Yes ☐ No
 If yes, indicate type: ☒ Local Target Area ☐ Strategy Area (NRSA) ☐ CDFI ☐ Other

The Federal Funding Accountability and Transparency Act (FFATA)

1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

☐ Yes ☒ No

If YES, continue to statement 2.

2. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:

☐ Yes ☐ No

If YES, stop here. If NO, continue to statement 3.

3. Provide the names and amounts of the five most highly compensated officers or executives:

Program income (of any type, e.g., fees) will be generated by this activity.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Contract will be funding architectural, engineering or other project soft cost.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, final project be completed within 24 months.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Purpose of this activity is to:		
Help prevent homelessness	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help the homeless	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help those with HIV/AIDS	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Primarily help persons with disabilities	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

II. ACTIVITY DESCRIPTION

1. **Description of Activity: To provide low- and no-interest rehabilitation loans to income-qualified**

homeowners.

2.

Program Requirements and Responsibilities (2 CFR 200.331(a)(2))

A. GENERAL

The SFR program is designed to make loans (of which a minimum of \$5,000 must be utilized for improvements to the exterior of the home, if needed) available to low- and moderate-income homeowners who occupy their home as their principal residence. Loans may be made in an amount not to exceed \$35,000 to address code compliance and lead-based paint abatement. Rehabilitation of units must meet all local building codes, including but not limited to major building systems (plumbing, heating and electrical), structural issues, windows, and roofing. Interest rates for the SFR loans will be either no-interest deferred-payment loans, or one-percent-interest loans amortized over 20 years, or a combination thereof as further defined in the Implementing Guidelines. Loans will be secured by a mortgage lien on the property. The mortgage lien will be similar to any security agreement for a long-term home improvement loan. Applicants between 51%-65% AMI would amortize

\$27,500 of their total loan at 1% and any amount above \$27,500 would be a 0% deferred loan, due at sale of property. Applications between 66% and 80% AMI would amortize \$32,500 of their total loan at 1% and any amount above \$32,500 would be a 0% deferred loan, due at sale of property.

In cases where SFR loan amounts exceed the maximum allowable, the HOST Director or Director's designee may grant a waiver allowing an amount over \$35,000. The waiver request must include documentation demonstrating no unpaid property taxes or nuisance liens, and there remains ample equity in the property in order to repay the SFR loan if title to the property is transferred. DURA must also provide an owner's encumbrance report, assessor's records, and equity position when submitting a waiver request to HOST.

The administrative overhead for managing the SFR program will be paid at a rate of 10% of the total SFR program budget.

B. MAXIMUM USE OF SFR FUNDS

SFR clients will be allowed use of SFR funds in a cumulative amount not to exceed \$35,000. Funds may be utilized to undertake lead-based paint abatement activities and code compliance issues as noted above required as a part of rehabilitation activities, to a maximum cumulative loan amount of \$35,000, or more than \$35,000 upon HOST approval of a waiver.

C. DURA RESPONSIBILITIES

To the extent that these responsibilities exceed regulatory requirements in effect at the Agreement date, DURA will only be responsible for compliance for cases closed on or after January 1, 2020. DURA's responsibilities for program implementation will include the following:

1. Encourage contractors to become certified in the Denver Economic Development & Opportunity (DEDO) Division of Small Business Opportunity's Minority-Women Based Enterprises (MWBE) program;
2. Advertise annually for contractors;
3. Develop and implement a fair marketing campaign to advertise and market the program to homeowners to gain broader participation in the community with emphasis on prioritized neighborhoods;
4. Accept applications from eligible homeowners and maintain records;
5. In committing HOME funds, DURA should review/ensure:
 - a. Sources and uses of funds and a determination that costs are reasonable.
 - b. Firm written commitments for the project/all necessary financing secured, only in instances where DURA managed HOME funds are not the only funding source.
 - c. Subsidy layering, only in instances where DURA-managed HOME funds are not the only funding source.
 - d. If HOME assistance is provided as an amortizing loan, an underwriting analysis in accordance with 24 CFR 92.250(b)(3).
 - e. Environmental Review was completed, or commitment was conditioned on the completion of the environmental review, (i.e., conditional commitment).
 - f. Rehab expected to start within 12 months of written agreement date between the homeowner and DURA.

EXHIBIT A - 1

6. Determine applicant eligibility and collect and examine two months of source documentation. Income shall be determined based on the IRS definition of adjusted gross income as defined for reporting on IRS Form 1040, and all incomes shall be determined in accordance with 24 CFR 92.203.
7. DURA is required to have written rehabilitation standards that sufficiently detail the methods, materials, and requirements that the housing must meet upon completion, including all the following:
 - a. Health and Safety [24 CFR 92.251(b)(1)(i)]
 - b. Major systems [24 CFR 92.251(b)(1)(ii)]
 - c. Lead-based paint [24 CFR 92.251(b)(1)(iii)]
 - d. Disaster mitigation (if applicable) [24 CFR 92.251(b)(1)(vi)]
 - e. State and local codes, ordinances and zoning requirements [24 CFR 92.251(b)(1)(vii)]
 - f. Uniform Physical Condition Standards [24 CFR 92.251(b)(1)(viii)]
8. DURA is required to identify all life-threatening deficiencies that must be addressed immediately if the housing is occupied, per [24 CFR 92.251(b)(1)(i)].
9. DURA is required to, upon project completion, identify that each major system, has a remaining useful life of a minimum of 5 years as determined by a DURA rehabilitation specialist [24 CFR 92.251(b)(1)(ii)]
10. DURA is required to conduct an initial inspection to identify the deficiencies that must be addressed during the rehabilitation, conduct progress inspections to ensure all work was done in accordance with work write-ups, and conduct a final inspection upon completion of the project [24 CFR 92.251(b)(3)].
11. DURA is required to maintain project records for a minimum of five years after project completion [24 CFR 92.508(c)(2)] and project written agreement records for a minimum five years after the agreement between the homeowner and the DURA terminates [24 CFR 92.508(c)(4)].
12. Documentation and file requirements. Project files must contain documentation that demonstrates the following:
 - a. Signed Determination of Exemption from Environmental Review or of Categorical Exclusion Not Subject to Related Laws or Authority to Use Grant Funds (Form 7015.16)
 - b. Project financing, schedule, and budget
 - c. Underwriting analysis consistent with DURA's Implementing Guidelines
 - d. Subsidy layering analysis, only in instances where DURA-managed HOME funds are not the only funding source
 - e. Source and application of HOME funds
 - f. Eligible and reasonable costs
 - g. HOME subsidy was:
 - i. At least \$1,000, and
 - ii. At or below the maximum per-unit HOME subsidy limits as provided by HOST
 - iii. HOME subsidy was provided in an eligible form (i.e., interest bearing or non-interest-bearing loan or advance, deferred payment loan, grant, or a different form specifically approved by HUD in writing) [24 CFR 92.205(b)]
 - iv. Documentation to support income qualification (2 months of source documentation for all household members aged 18 or older, no more than 6 months old from date of HOME funds commitment)
 - v. Written agreement with homeowner, which must include:
 1. Signature and date of all parties
 2. Housing is the principal residence of an income qualified homeowner
 3. Amount and form of assistance (e.g., grant, amortizing loan, deferred payment loan)
 4. The rehabilitation work to be performed
 5. Completion date
 6. Property standards that must be met
 - h. The estimated after rehab value to ensure compliance with 24 CFR 92.254(a)(2)(iii) and (b)(1)
 - i. Confirmation that the property is 1) primary residence, and 2) held in one of the

EXHIBIT A - 1

following eligible forms of homeownership:

1. Fee simple
2. 99-year ground lease
3. 40-year ground lease for housing located in insular areas
4. 50-year ground lease for housing located on Indian land or a Community Land Trust
5. Ground lease equal to the applicable period of affordability for manufactured housing
6. Inherited property – NOTE: DURA may assist the owner-occupant of an inherited property with multiple owners as long as the owner-occupant
 - Is low-income,
 - Occupies unit as principal residence, and
 - Pays all costs associated with ownership and maintenance
7. Life estate
8. Inter vivos trust – Note: DURA may assist if all beneficiaries of the trust qualify as low-income and occupy the unit as principal residence
9. Beneficiary deed
 - Note: A copy of the deed alone is not sufficient. A title search or a recent review of recorded ownership information should be conducted

j. All project inspection records

13. Verify home owners' insurance;
14. Verify location within 100-year floodplain, and if required, floodplain insurance;
15. Perform due diligence and underwrite each loan. Approved Deferred loans must not exceed 97% Loan- to-Value. Approved Payback loans must not exceed 97% Loan- to-Value (LTV)
16. Determine rehabilitation needs after conducting an onsite assessment and develop comprehensive work specifications;
17. Using a rotating bid list, request 3 bids from contractors and award the job to the lowest qualified bidder;
18. Prepare loan documentation;
19. Conduct a loan closing with homeowner;
20. Monitor rehabilitation activity;
21. Issue payment to the contractor.
22. Service the loans;
 - a. Provide ongoing servicing for loans and grants provided to homeowners under these programs, including collection of payments, mailing out late/default notices, etc.
 - b. Fund management activities include quarterly reporting on fund status (loan status, program income (loan repayments) and unused funds to be loaned or granted).
 - c. Program income report will include program income and outstanding receivables.
23. Ensure compliance with all program and federal guidelines;
24. Schedule and conduct a final inspection. When a conflict between DURA, the homeowner and/or the contractor arises, a HOST inspector will participate in the final inspection;
25. Conduct follow-up survey with participants who received assistance; and
26. Review and revise Implementing Guidelines (DURA's Policies and Procedures document) of the program as necessary. Implementation Guidelines shall include the following requirements:
 - methodology of dispute resolution with any homeowners as a result of the work completed
 - process for determining if costs are reasonable
 - underwriting analysis (e.g., conditions for assistance, how DURA chooses terms) and a delinquency policy.
 - written contractor selection policy, in accordance with the procurement requirements at 2 CFR 200.318-200.326
 - written procedure for contract disputes with the contractor as necessary.

Eligible Priority Items that must be addressed (if necessary):

1. Lead-based paint mitigation or abatement in properties built before 1/1/1978
2. Roofs
3. Unstable foundations
4. Mechanical, i.e. faulty furnaces, water heaters, etc.
5. Electrical
6. Plumbing
7. Sewer system failure, or broken sewer piping between house and city main sewer
8. Windows, doors, storm windows, insulation and weather-stripping
9. Exterior paint
10. Unsafe or unsanitary conditions, i.e. dilapidated porches, unsanitary kitchens, unsafe steps and railings
11. Infestation

Other Eligible Items:

1. Handicap accessibility such as ramps and retrofitted bathrooms and kitchens
2. Sidewalks and driveways that are hazardous to occupants
3. Floor coverings that cause severe tripping hazards
4. Interior paint
5. Fencing

Ineligible Items:

1. Construction or rehabilitation of garages;
2. Luxury type of improvements (i.e. swimming pools, hot tubs, etc.);
3. Improvements that are not a permanent part of the property such as free-standing refrigerators or stoves;
4. Existing debt service;
5. Public improvements

Other Related Rehabilitation Costs:

It may be necessary to correct items that were improperly installed /finished on previous DURA-funded contracts with homeowners using funds related to any of the current or previous programs which are no longer covered by material or work warranties. In such cases, it will be DURA's responsibility to determine if the malfunction or inoperable system is a direct result of maintenance neglect by the homeowner or by the installation or workmanship of the contractor or sub-contractors.

If deemed maintenance neglect, DURA will not be under any obligation to remedy the situation and the homeowner shall incur the repair costs. However, if DURA determines it is a direct result of material failure or faulty installation or workmanship by the contractor or sub-contractor, it will then become incumbent on DURA to take all the steps necessary to remedy the situation. Any related costs over \$500 will require approval by the Executive Director or their designee of DURA with a notice forwarded to the HOST Program Specialist.

Property Eligibility:

In addition to the required services listed above, all assisted properties shall meet the following criteria/guidelines:

- The property must be located within the City and County of Denver.
- Prior to commitment of funding and before any construction contracts are signed to perform rehabilitation work on the property, an environmental review that results in a determination that the property is in compliance with the National Environmental Policy Act will be conducted.
- Eligible properties must be single-family detached or duplex homes.
- Total debt on property may not exceed 97% (payback loans) or 97% (deferred loans) LTV.
- Improved properties shall be rehabbed according to DURA rehab guidelines/specifications and in compliance with all applicable housing building and maintenance codes, fire prevention and other public standards.
- The post-improvement value of the properties must not exceed 95 percent of the median purchase price for Denver as defined by HUD.
- SFR improvements shall be in compliance with all applicable housing, building and maintenance codes, fire prevention and other public standards.

Ineligible properties are:

- Properties containing more than 2 units without prior HOST approval
- Properties intended for investment
- Properties intended for recreational use
- Properties where a portion of the residence is specifically designed for a commercial use or properties where 50% or more of the total area of the residence is used in a trade or business.

Beneficiary Eligibility:

An eligible beneficiary is one that satisfies all of the following criteria:

- Must not have previously received financing through this loan program for the previous 10 years;
- Must be current on mortgage loan payments and up to date on real estate taxes;
- Must have a gross household income at or below 80% Area Median Income (for payback loans) and 50% Area Median Income or below (for deferred loans), as defined by HUD. Income calculations must be conducted no more than 6 months prior to start of rehabilitation;
- Must not have liquid assets in excess of \$25,000;
- Must have occupied the property as an owner-occupant for no less than 30 days prior to start of rehabilitation activity. Homeowner may apply for an SFR loan as early as seven (7) days as an owner-occupant.

D. LIENS

Liens shall be placed on all properties receiving SFR assistance. The remaining balance of the SFR note shall become due and payable in accordance with the loan agreement, and the principal balance will be returned to DURA upon transfer of the title out of the borrower's name to that of another party, through sale, divestiture or refinancing (under certain circumstances) of the property. SFR liens will be released at the time of repayment of the loan. Loans are due and payable if the borrower does not occupy the home as the principal residence.

E. RESOURCE FOCUSING

The SFR program shall be prioritized, but not limited to the following target neighborhoods: College View, East Colfax, Globeville, Elyria Swansea, Montbello, Northeast Park Hill, Sun Valley, Westwood.

Priority will be given to disabled and/or elderly (as defined by HUD) clients regardless of neighborhood. By mutual agreement programmatic modifications may be made with written approval by the HOST Housing Director and DURA Executive Director or signature designee.

F. LOAN SERVICING

DURA is authorized to enter into agreement with lending institutions to service outstanding amortizing loans. Such agreements must provide for monthly reporting of all loans outstanding, including payments received during the reporting period, total payments made to date, and balance owed. Loan proceeds will be recaptured

EXHIBIT A - 1

by DURA according to the loan program guidelines. HUD affordability guidelines are listed below and shall be the minimum requirement for recapture. DURA may add further time to recapture funds over this minimum.

ACTIVITY	LOAN AMOUNT PER UNIT	MINIMUM AFFORDABILITY PERIOD
Rehabilitation of Existing Housing	<\$15,000 \$15,000-\$40,000 >\$40,000	5 years 10 years 15 years

DATA COLLECTION

In addition to data collection stated above, DURA will maintain statistical data on all borrowers including but not limited to: name of borrower(s); street address, census tract, neighborhood, council district, ethnicity, race and gender of borrower; age of head of household; household size; female head of household; and household income. DURA shall also maintain data on every loan, including the amount of the loan, source of funding and program year.

DURA will maintain statistical data on all construction contracts awarded during the previous year including the name of the contractor, street address, city, state, zip code; the contractor's federal identification number; the race and gender of the contractor; and the dollar amount of contracts awarded to the contractor.

2. Funds will be used to: Provide loans for single-family rehabilitation and support a portion of staff salaries to operate the SFR program.

3. Implementation Plan and Timeline 3/1/2019 – 5/31/2021

The following table outlines the implementation plan and timelines for this contract. Marketing activities undertaken in advance of the contract start date will be acceptable as a component of marketing activities undertaken during the contract period.

Brochure and Flyer drop-off: Target neighborhood libraries, recreation centers and health clinics. Place yard signs in front of active DURA rehabilitation and renovation jobs Present "DURA Does That" and/or Home Maintenance Program to 1 homebuyer or other similar educational class Outreach to Denver Water, Xcel Energy and Neighborhood Inspection Services Distribute brochures to all City Council offices Collaborate with DPS to send flyers home with Denver Public School students. Place PSAs on Channel 8 or local radio stations	March 1, 2019 – Dec 30, 2020
Participate in Denver area housing fairs and community meetings	March 1, 2019 – Dec 30, 2020
Annual contractor advertising	March 1, 2019 – Dec 30, 2020

4. Objective & Outcome and Indicators

Objective (select one)

- ☐ Enhance Suitable Living Environment
☒ Create Decent Housing
☐ Promote Economic Activity

Outcomes (select one)

- ☐ Availability/Accessibility
☐ Affordability
☒ Sustainability

Indicators

The following indicators will be used to measure the success of the contract/activity.

Indicators – must be measurable
HUD Indicators:
Money Leveraged: Approximately \$35,000 Number of proposed outcomes (from 1 st page): 40 homes Income Levels of people/family: At or below 80% AMI Race and Ethnicity- To be reported on the OPMR Number of units brought from substandard to standard condition: 40 Number of units brought into compliance with lead-safe housing rule (24 CFR part 35): 40
Specific Indicators: Specific to this particular scope of work
40 homes of households below 80% AMI will be repaired to improve habitability by correcting deficiencies in major building systems (plumbing, heating and electrical), structural stability, windows, and roofing.

Housing and Neighborhood Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):

Priority neighborhoods include: College View, East Colfax, Globeville, Elyria Swansea, Montbello, Northeast Park Hill, Sun Valley, Westwood. Repairs are also prioritized for elderly and disabled households citywide.

III. Budget

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations. ☒ Yes ☐ No If Yes, describe: Repayment of loans; used to provide additional loans

Non-personnel costs are being funded. ☒ Yes ☐ No

IV. Reporting

Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the indicators contained in this Scope of Services. Disbursement of funds is contingent based on the ability to collect the required information.

Regardless of when the executed contract was received by the Contractor, Contractor is responsible for submitting a report from the start date of the contract; **even if no activity was conducted or expensed. Contractor should report “No Activity” or outline those activities reimbursed with grant funds. If the Contractor completes the project and all money is drawn, a final report will be submitted indicating “final report” and no further reports are required.**

EXHIBIT A - 1

Contractor will email the following report to the Program Specialist, and copy the Contract Administrator and IDIS Coordinator:

☒ Outcome Performance Measurement Report

Frequency:

☒ Monthly by the 15th day ☐ Quarterly: 15 days after the end of the quarter ☐ Other: _____

☒ Program Income Report

Frequency:

☒ Monthly by the 15th day ☐ Quarterly: 15 days after the end of the quarter

HOST's IDIS Coordinator will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators included in this Scope of Services. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. If the project is not being performed in a timely manner, an explanation must be included in the narrative section of the report.

Income and Demographic Reporting Requirements

For programs that must fulfill the limited clientele activities, income data must be collected to verify that at least 51 percent of program participants are low- or moderate-income persons. The income limitations are set by HUD annually and HOST will provide the income limitations.

HOME funded contracts:

If income will be verified, select the definition to be used to determine annual household income:

☐ Part 5 income ☒ IRS Form 1040

CPM has a form entitled "STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS" that may be used to collect income and demographic information. Contractor's intake form may be used if it collects the same information required in the "STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS" form, including signature of the client or applicant. This information must be retained and made available to CPM staff or designee when on-site file reviews are conducted to determine client eligibility.

HOST Budget Narrative

Single Family Rehab Program

This Budget is based on the information available at the time of contracting, the Department of Housing Stability will reimburse based on actual expenditures.

A. Personnel: List each position by title, as outlined in the Cost Allocation Plan (Budget) Spreadsheet. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization and match the figures provided in the Budget Spreadsheet. This is only applicable to contract agreements with Fringe Benefits reimbursements.

Name/Position Computation Cost

In-Take Specialist (Bi-Lingual) average \$43,911/year: $\$43,911 \times 70.4\% \times 2 \text{ years} = \$ 61,817$
(time billed to program, City Contract share - **\$13,000**)

Provides program information for all applicants. Requests and compiles applicant documentation for further loan underwriting.

Loan Specialist average \$61,491/year: $\$61,491 \times 35.0\% \times 2 \text{ years} = \$43,044$ (time billed to program, City Contract Share - **\$27,000**)

Explains program requirements to potential clients, takes applications and collects documents from clients, performs loan underwriting, prepares closing packets, records note and deeds of trust, conducts loan closings, processes contractor payments and file closeout. Researches delinquent loans, processes loan payoffs and coordinates with loan servicer.

Sr. Loan Specialist average \$78,807/year: $\$78,807 \times 96.5\% \times 2 \text{ years} = \$152,161$ (time billed to program, City Contract Share - **\$40,000**)

Explains program requirements to potential clients, takes applications and collects documents from clients, performs loan underwriting, prepares closing packets, records note and deeds of trust, conducts loan closings, processes contractor payments and file closeout. Researches delinquent loans, processes loan payoffs and coordinates with loan servicer.

Rehabilitation Specialist average \$67,974/year: $\$67,974 \times 47.4\% \times 2 \text{ years} = \$64,385$ (time billed to program, City Contract Share - **\$30,000**)

Meets with homeowners, inspects property to determine rehab issue, prepares description of work and bid documents, receives bids and conducts construction contract closings. Monitors construction and inspects work prior to contractor payment. Conducts lead assessments on properties.

Construction Supervisor average \$117,110/year: $\$117,110 \times 59.5\% \times 2 \text{ years} =$
 $\$139,466$ (time billed to program, City Contract share - **\$60,000**)

Supervises Rehabilitation Specialists, carries SFR case load and helps manage implementation of housing programs. Meets with homeowners, inspects property to determine rehab issue, prepares description of work and bid documents, receives bids and conducts construction contract closings. Monitors construction and inspects work prior to contractor payment. Manages communications between homeowners and contractors, reviews and approves contractor payment requests.

All proposed program staff to be hired / employed by collaborating partner organizations should be included under the consultant / contracts cost category.

TOTAL PERSONNEL COST: \$ 170,000

EXHIBIT A - 1

B. Fringe Benefits: Fringe benefits should be based on actual known costs or an established formula. Fringe benefits expenses are only for the personnel listed in budget category (A) and only for the percentage of time devoted to the project as described above and in the Budget Spreadsheet. Below is a list of common benefit expenses. Include all benefits your agency provides employees if more are offered than those listed below.

TOTAL FRINGE BENEFITS: \$ 0

N. Construction Costs: Itemize and describe construction costs for the project.

Construction Costs will be paid to general and subcontractors performing single family home repairs.

TOTAL CONSTRUCTION COSTS: \$1,530,000

2019 NOFA award amount:	\$850,000
<u>2020 amendment to contract:</u>	<u>\$850,000</u>
Total Amount Requested from HOST:	<u>\$1,700,000</u>

Program Budget and Cost Allocation Plan Summary

Contractor Name: Denver Urban Renewal Authority

Project : Single Family Rehabilitation

Contract Dates: 1-Mar-19 to 5/31/2021

Program Year: 2019-2020

Return to HOST Project Specialist: ReJean Peeples

Budget Category	Agency Total (All Funding Sources)	2019 Project Costs HOST Funding 1		2020 Project Costs HOST Funding 2		2019 + 2020 Total Project Costs requested from HOST		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
Personnel: Name and Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Intake Specialist - Bilingual	\$87,821.00	6,330	7.21%	6,670	7.59%	13,000	14.80%	-	0.00%	14,550	16.57%	60,271	68.63%	87,821	100.00%
Loan Specialist	\$97,049.00		0.00%		0.00%	-	0.00%	35,000	36.06%	-	0.00%	62,049	63.94%	97,049	100.00%
Loan Specialist	\$122,981.00	14,027	16.13%	12,973	16.40%	27,000	32.53%	35,028	28.48%	-	0.00%	60,953	49.56%	135,981	110.57%
Senior Loan Specialist	\$157,613.00	19,833	8.90%	20,167	8.23%	40,000	17.13%	-	0.00%	-	0.00%	117,613	74.62%	144,613	91.75%
Rehabilitation Specialist	\$135,948.00	15,244	11.21%	14,756	10.85%	30,000	22.07%	40,000	29.42%	-	0.00%	65,948	48.51%	135,948	100.00%
Rehabilitation Specialist	\$132,998.00		0.00%		0.00%	-	0.00%	23,847	17.93%	55,210	41.51%	53,941	40.56%	132,998	100.00%
Sr Rehabilitation Specialist	\$180,237.00		0.00%		0.00%	-	0.00%	16,323	9.06%	86,415	47.95%	77,499	43.00%	180,237	100.00%
Grant Management Supervisor	\$191,043.00		0.00%		0.00%	-	0.00%	12,250	6.41%	62,000	32.45%	116,793	61.13%	191,043	100.00%
Construction Supervisor	\$234,219.00	29,566	12.62%	30,434	12.99%	60,000	25.62%	2,552	1.09%	47,586	20.32%	124,081	52.98%	234,219	100.00%
Job Title			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Job Title			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Job Title			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Total Salary:	1,339,909	85,000	6.34%	85,000	6.34%	170,000	12.69%	165,000	12.31%	265,761	19.83%	739,148	55.16%	1,339,909	100.00%
Fringes			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Personnel Total:	1,339,909	85,000	6.34%	85,000	6.34%	170,000	12.69%	165,000	12.31%	265,761	19.83%	739,148	55.16%	1,339,909	100.00%
Non-Personnel:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount		Amount	%	Amount	%
Office Expenses, Supplies & Equipment			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Communication			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Insurance			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Travel - Staff			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Travel - Client			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Equipment rental			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Facilities			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Educational Materials - Customers			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Meetings/Events			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Professional Services - (specify; ie., Payroll)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Professional Services - (Specify; ie., Legal)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Professional Services - (Specify; ie., Accountant)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Subcontractor - Single Family Rehab	\$4,500,000.00	765,000	17.00%	765,000	17.00%	1,530,000	34.00%	-	0.00%		0.00%	2,970,000	66.00%	4,500,000	100.00%
Subcontractor - Emergency Home Repair	\$1,200,000.00	-	0.00%		0.00%	-	0.00%	425,000	35.42%		0.00%	775,000	64.58%	1,200,000	100.00%
Subcontractor - RHAMP	\$510,000.00	-	0.00%		0.00%	-	0.00%	510,000	100.00%		0.00%	-	0.00%	510,000	100.00%
Other Direct Expense (specify)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Other Direct Expense (specify)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Other Direct Expense (specify)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Other Direct Expense (specify)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Construction Costs			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Indirect Costs			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Total Non-Personnel	6,210,000	765,000	12.32%	765,000	12.32%	1,530,000	24.64%	935,000	15.06%	-	0.00%	3,745,000	60.31%	6,210,000	100.00%
Total Project Cost	7,549,909	850,000	11.26%	850,000	11.26%	1,700,000	22.52%	1,100,000	14.57%	265,761	3.52%	4,484,148	59.39%	7,549,909	100.00%
Program Income (through funded activities)			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%		
Personnel Costs:			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Non-Personnel Costs:			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Other (Specify):			0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Total Non-Project Cost	-	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Grand Total	7,549,909	850,000	11%	850,000	11.26%	1,700,000	22.52%	1,100,000	14.57%	265,761	3.52%	4,484,148	59.39%	7,549,909	100.00%