

# Good Neighbor Statement of Operations

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## Attention Homes Apartments 1440 Pine Street, Boulder, CO 80302

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## 1. Preamble

The Attention Homes Apartments (AHA) 1440 Pine Street is a 40-unit permanently affordable residential housing complex intended for adults experiencing homelessness between 18 and 24 years of age. Ross Management Group will provide operational oversight and Attention Homes will provide extensive on-site supportive services and programming to address the underlying issues associated with the residents' prior homelessness. Currently, the facility includes administrative offices for the Attention Homes staff and an on-site grab-and-go restaurant with a professional kitchen to offer real world job skills and employment to the residents.

The Good Neighbor Statement of Operations (GNSO) for AHA provides information to the community on the facility's operating philosophy, methodology, measures of success, and daily operations. Attention Homes, First United Methodist Church of Boulder (FUMC), Ross Management Group, their operating partners (together referred to as *Operating Partnership*) and the surrounding neighbors and community recognize the unique opportunities and potential challenges that may arise through the construction and operation of this facility. This document acknowledges and specifies the ongoing commitments of the Operating Partnership and neighboring community members to each other in serving the mutual goals of assisting the youth living at the AHA as well as assuring the well-being of the neighborhood.

The City of Boulder (COB) recognized that the establishment and approval for the facility was contentious throughout the planning and project approval process. In the autumn of 2017, the city provided funds to facilitate the development and completion of this good neighbor policy. A volunteer group of approximately 12 diverse community and project members from Attention Homes, Ross Property Management, FUMC, and surrounding Whittier residents met over the autumn of 2017 and into the winter of 2018 to produce this document. This Advisory Group developed the Good Neighbor Statement of Operations using a consensus-based process with substantive input. The Advisory Group reviewed the operating and neighborhood agreement from Boulder Housing Partner's 1175 Lee Hill project, as a starting place for its own discussions.

From here, the word *community* in this document refers to the residents at AHA, neighboring Whittier and downtown Boulder residents and businesses, as well as other stakeholders in the city and county of Boulder including a representative from the City of Boulder Police Department. The word *neighbor* in the document title refers to all Whittier and Downtown Boulder neighbors and reflects Attention Homes' and the neighbors' commitment to good neighbor engagement.

The Good Neighbor Statement of Operations for the AHA was completed and delivered by the Advisory Group in June 2018. It was reviewed with the COB in June and adopted by the Operating Partnership on \_\_\_\_\_DATE\_\_\_\_\_. The Advisory Board and the Operating Partnership are committed to conscientious and thorough implementation of the provisions herein, and will notify and provide public discussion to the community of proposed future amendments to this document prior to final approval by the Operating Partnership. After adoption by the Operating Partnership, the GNSO will be shared with the entire neighborhood.

## 2. Purpose

The purpose of the Good Neighbor Statement of Operations is to:

- Engage the community in decisions about the ongoing development and operation of AHA;
- Communicate the management and problem resolution systems for the project;
- Inform the community about the program objective to provide residents with affordable housing and case management support that leads to permanent housing and enhanced independent living skills;
- Create a management framework consistent with the AHA Housing Program that meets or exceeds the requirements of the investor and lender, aspires to become a best practices model in the industry, and is fully responsive and ensures that AHA will be a good neighbor and an asset to the Whittier and Downtown Boulder neighborhoods; and
- Establish an advisory board responsible for the maintenance, amendment and governance of the provisions outlined in this agreement.

## 3. Guiding Principles

AHA will be operated with consideration for the following guiding principles:

- *Neighborhood* – To maintain the health, safety, attractiveness, and livability of this residential building and the surrounding neighborhood and to proactively address good neighbor practices;
- *Building* – To design and construct an attractive energy efficient, healthy, and cost-effective residential building;
- *Residents* – To create a housing environment that fosters safety, a sense of home and self-determination for homeless youth by using effective practices; and
- *Property Management* – To ensure the ongoing safety and well-being of residents and the physical maintenance of the building and grounds.

## 4. Community Engagement & Communication

Communication between the Operating Partnership and the community is critically important to develop and maintain positive relationships. Methods to ensure good communication, feedback, and monitoring of this Good Neighbor Statement of Operations will include the following: establishment of an ongoing Advisory Board with whom the community can engage; a portal on Attention Homes website connecting stakeholders to all pertinent information including contact information for the property manager and Attention Homes staff; data outcomes, quarterly neighborhood meetings, and proactive outreach by the Operating Partnership to the community.

## 4.1 - Complaint Process

In the event of any illegal activity, neighbors and residents should immediately notify law enforcement via 911.

**Community Grievance:** In the event of a problem, neighbors of AHA will be asked to call or email the property manager. The property manager will respond to or acknowledge complaints within 24 hours or the next business day. The property manager will work with the individual to address the issue in as timely a manner as possible, and the property manager is expected to resolve the majority of issues. If the property manager cannot resolve the problem, the complaint will be elevated, in a timely manner, through supervisory levels, on up to and including the Executive Director of Attention Homes.

If the problem remains unresolved, the complainants may bring their concerns to the Advisory Board which will meet in a timely manner to hear the issue. If this does not resolve the issue, both parties may consent to work with a mediator (e.g. the City of Boulder Community Mediation Service) to bring a neutral, third party to help the complainant and *Operating Partnership* staff resolve the dispute.

In the unlikely case that a complainant is not satisfied with the aforementioned process, City Council meetings provide an open comment period for citizens at the start of each meeting to hear from the public about important issues facing Boulder and its citizens. If the matter concerns project compliance with City of Boulder provisions or conditions, the matter may be referred to the City of Boulder planning department.

**Tenant Grievance:** Staff, youth, or their parent(s) or guardian(s), may file a grievance with regard to any rule, policy, action, decision, or condition made or permitted by any Attention Homes employee or other person responsible for the care and treatment of youth residing at AHA.

Prior to filing a grievance, parties will be encouraged to first attempt to resolve the situation through direct or mediated conversation. If the situation is not resolved satisfactorily, a grievance may be filed with the Housing Program Manager (HPM). The grievance form is part of the intake packet and a copy is available by asking a case manager.

The grievance must be filed with the HPM within three days of the incident. The grievance must be in writing and must include a suggestion for a resolution of the problem. Youth may request assistance for writing and filing their grievance from a case manager. When it has been completed, the grievance form is to be sealed in an envelope, addressed to the HPM, and delivered to the Office Manager at the Attention Homes administrative offices. The Office Manager will put a date on the envelope to evidence when it was received.

Within three working days following the filing of a grievance, an attempt will be made, with relevant participants, to resolve the problem. This attempt shall be in the form of a meeting. The date and status of the resolution will be attached to the grievance and signed by the HPM. One copy will be kept by the HPM and the original will then be placed in the resident's file.

If this does not resolve the issue, both parties may consent to work with a mediator (e.g. the City of Boulder Community Mediation Service) to bring a neutral, third party to help the complainant and *Operating Partnership* staff resolve the dispute.

## **4.2 - Opportunities for Community Engagement**

The Operating Partnership with the assistance of the Advisory Board will host well-publicized quarterly meetings about AHA that will be open to the entire community. These meetings will provide an opportunity for community members to raise concerns, ask questions, learn about, and provide feedback on operations at AHA. In the future, the Advisory Board could suggest amending the schedule of these public meetings based on ongoing need.

The Operating Partnership will assign staff that dedicates time to actively engage in outreach to the Whittier and downtown Boulder neighborhood, including meeting with business owners and attending HOA or other community meetings as well as provide an open line of communication between the partnership and the neighborhood. Residents will be encouraged to participate in neighborhood activities, events, and meetings as appropriate to help build good relations with the community. Individuals and organizations are also encouraged to share information about events with staff from the Operating Partnership and AHA residents. Similarly, AHA staff and residents are encouraged to inform the neighborhood of their activities in which neighbors may participate.

## **4.3 - Advisory Board**

An on-going Advisory Board will be formed before the building is completed to be composed of an equal balance of neighborhood representatives, a city council member or relevant city staff person, law enforcement, downtown business representative(s), resident representative(s) living at AHA, Operating Partnership staff and members (an FUMC representative and an Attention Home case manager). The intended purpose of this Board will be to provide a forum for ongoing communication and integration, furthering community relationships and oversight of the Good Neighbor Statement of Operations implementation. The initial members of the Advisory Board will develop a governance structure, define its purpose, establish an initial meeting schedule, and begin work. Quarterly (or as needed) meeting agendas will be created by the members of the group based on community concerns. Meeting notes will be made available and shared through the Attention Homes website.

The initial Advisory Board will be comprised of the willing Advisory Group members who will develop a process of adding specified new group members.

## **5. Project Design**

Attention Homes Apartments located at 1440 Pine Street in Boulder will be a 40-unit affordable residential building that will use the Housing First Model for Youth as a foundation to provide stable housing and supportive services that will enable transition age youth 18-24 to successfully move from a state of homelessness or at-risk of homelessness to independent living in a residential setting. Approximately 32,000 square feet in size, the building will include interior community space, case management offices, 26 studio/13 one-bedroom/1 two-bedroom apartments, and an exterior courtyard. In addition, the property will include maintenance and property management storage facilities, covered bicycle parking and underground parking, laundry facilities, classroom/flex space,

1,000 square foot of commercial restaurant space for a grab and go social enterprise and administrative office space for 9 Attention Homes' employees.

Gardner Capital and Attention Homes are the co-developers, Attention Homes GP, LLC is the Managing General Partner, NEF/Capital One are Limited Partners and Boulder Housing Partners is a Special Limited Partner. Ross Property Management is the leasing agent and property manager; and Attention Homes will provide the case management support for the residents.

## **6. AHA Housing Program**

### **6.1 – Core Principles**

- A right to housing with no preconditions
- Youth choice, youth voice, and self-determination;
- Positive youth development and wellness orientation;
- Individualized, client-driven supports with no time limits; and
- Social inclusion and community integration.

### **6.2 – Goals**

- 80% will maintain their housing (living continuously at AHA with no significant lease violations) for at least 12 months, 70% will maintain their housing for at least 18 months;
- 90% will demonstrate an increase in independent living skills after 12 months as evidenced by the Life Skills Assessment;
- 80% will demonstrate an increase in earned income after 12 months as evidenced by income verification;
- 85% will self-report a permanent connection (family or other support system/person, mentor, etc.) within 12 months;
- 90% will have increased access to medical care within 12 months; and
- 75% will move-on to independent housing within 36 months

## **7. Lease**

Each resident of AHA will be required to sign a twelve month lease that may be renewed for successive twelve month periods depending on continued eligibility. There is one lease (resident) per unit, except for the two bedroom unit. Violations of this lease agreement will result in corrective action up to and including eviction. Residents will pay rent according to their income. Residents must agree to abide by community policies, guest policies, and any other building policies, which are all incorporated into the lease as addenda.

### **7.1 -- AHA Community Policies**

AHA Community Policies will be available on the website and are part of the lease as an addendum and are subsequently legally binding. (See Appendix D for AHA Community Policies)

## **7.2 -- Smoking Policy**

A designated private OUTDOOR area will be available. No smoking is available anywhere inside the building at any time. The term “smoking” includes cigarettes, pipe, cigar, vaporizer or any device or product meant for inhaling tobacco/nicotine smoke or vapor. Residents will respect the city’s smoking ban and refrain from smoking outside the facility or on nearby streets.

## **7.3 -- Alcohol and Drugs**

No drugs, unless prescribed and monitored by a medical professional, are permitted at any time in the building or on grounds. No alcohol is permitted at any time in the building or on the grounds. Sanctions for breaking this policy are outlined in lease as well as community policies/tenant handbook. This prohibition includes marijuana, even with a medical card.

## **7.4 -- Weapons**

No Weapons of any sort are not allowed on property at any time. This includes, but is not limited to, guns (including air powered “toy” guns or bb guns), knives, swords, explosives of any kind or any other device that is designed or manufactured to inflict bodily harm).

## **7.5 -- Parking**

Four underground parking spaces are available for AHA residents and cars must be approved by the Housing Program Manager who will ensure that automobile requirements as outlined in the AHA Community Policies are within regulation. The Advisory Board understands (and expects) this point to be revised and/or expanded after 1440 begins operations to reflect any parking problems that emerge.

## **7.6 -- Lease Violations and Evictions**

Lease violations are grounds for eviction. In conjunction with Attention Homes’ Case Manager, Ross Property Management will discuss all lease violations with the tenant. If a lease violation results in eviction, State of Colorado eviction regulations will be followed in accordance with the law.

# **8. Property Management**

Ross Property Management will have an on-site property manager who will be responsible for building and grounds maintenance, complaints, tenant selection, lease signing, tenant orientation, upkeep, repairs and the enforcement of the lease and Community Policies in tandem with Attention Homes’ staff.

## **8.1 -- Safety and Security**

- Lighting-- The building will be well lit at all times, (non-obtrusive proximally) covering all exterior and common areas of the building and underground parking; Chris, will the outdoor lights also limit light pollution (that will help to ensure they are “non-obtrusive proximally)
- Security Cameras -- Cameras will record and provide live feed of all exterior positions as well as all common areas in and around the building, including underground parking and entrances/exits;
- Building access—There will be only one point of tenant entrance, buzzed in. All other access

points will be alarmed (set to notify of any breach) and monitored via video surveillance;

- Staffing -- The building will be staffed 24 hours a day. Overnight staff will receive the training noted in 8.2;
- Security patrols -- Patrols inside and perimeter will take place on a regular basis and law enforcement will have access to the building 24/7 in case of emergency.

### **8.2 24-Hour On-site Staffing**

- Required training for 24-hour desk staff will include Crisis Intervention, Trauma Informed Care, Mental Health First Aid, and Motivational Interviewing. As with other Attention Homes staff, desk staff will receive additional training specific to management and mitigation of negative behavior in regards to the safety of the building;
- Authority-staff can refuse entry to any non-tenants, as well as contact law enforcement for any suspected criminal activity/behavior and enforce community policies through reporting to property manager and case manager any issues or concerns; and
- Contact Information for 24-hour staff will be made available to neighborhood group and made public.

### **8.3. Building and Grounds Maintenance**

The building and grounds at AHA will be maintained by Ross Property Management. Ross will be responsible for landscape upkeep, snow removal, response to maintenance requests (emergency response when needed) and both exterior and interior repairs and preservation. Damage, such as graffiti, will be addressed, and if possible removed within the next business day. Expectations of attractive and congruent landscaping as well as the removal of debris, snow and standing water.

### **8.4 Resident Participation in Maintenance of Property**

Residents will have the opportunity, and will be encouraged, to participate in property maintenance by promoting clean common areas, pick of litter, proper trash disposal, and other activities the AHA residents may identify in the development of House Rules. In addition, Attention Homes' staff will establish and enforce rules against littering and ensure the issues related to livability and safety will be covered in each resident's orientation. Attention Homes will also establish rules that promote clean common areas.

## **9. Commercial Restaurant Management Plan**

Attention Homes seeks, on behalf of its residents, to leverage the vibrant restaurant employment economy in Boulder by creating a commercial kitchen training space with a social enterprise component located at 1440 Pine Street's restaurant space.

A social enterprise is a business or program that employs those who have been marginalized from the mainstream job market and individuals from backgrounds that often face discrimination in hiring practices. They operate to break down barriers, ensuring everyone regardless of abilities, health, mental health or housing status is given a fair chance.

This proposed commercial kitchen/social enterprise concept would offer eligible young people living at Attention Homes Apartments training in job readiness and advancement skills, meal preparation at the onsite commercial kitchen and selling and/or serving food at the proposed restaurant space. This space could be used for retail or catering.

As of November 2018, Attention Homes has not finalized its social enterprise program. The Advisory Board will resolve questions regarding the operation of the social enterprise in relation to its effect on the neighborhood once the social enterprise is identified.

However, several issues vis-à-vis the commercial kitchen/restaurant space are already agreed to:

- No alcohol on premises, no outdoor music or entertainment;
- Parking limited to the three spaces provided in the plan;
- If there is a retail store in this space, hours of operation are expected to be from 7 a.m. to 3 p.m.;
- The venue will be closed to the public at 3 p.m. and the remaining time is for resident programming only.
- At no time will free food be available to the public.
- Restroom(s) are for paying customers only
- Loitering in or around the building, including retail space is prohibited at all times.

The use will conform to all City laws and ordinances regarding noise.

Client and visitor arrival and departure times: At this time, without having identified a specific tenant, hours of operation ranging from 7am-3pm are assumed. The intent of the uses is to limit the amount of time a visitor stays on site. The anticipated duration of visit is roughly fifteen minutes. For this reason, limited seating will be provided. 3 parking spaces will be reserved for this use 24/7.

Coordinated times for deliveries and trash collection: All trash located on the restaurant property, adjacent streets, sidewalks, and properties shall be picked up and properly disposed of immediately throughout the day and after closing. Trash, recyclables, and compostables shall not be collected between the hours of 10:30 pm. and 7:30 pm

Any substantive changes to the commercial venue or its operations will be brought to the Advisory Board and shared with the neighborhood as soon as the Operating Partners become aware of the potential change.

A security plan describing security features, including, without limitation, personnel and equipment will be made available. There will be interior and exterior surveillance cameras running at all times to prevent loitering and ensure safety. Proper site lighting complying with city lighting standards will be maintained throughout the evening and night hours.

In order to provide immediate dispute resolution with the surrounding neighborhood regarding the social enterprise, the Attention Homes' staff intends to continue its open-door policy with the neighborhood and will strive to provide timely and transparent information. In tandem with the building's property management company, Attention Homes' staff will develop communication protocols for managing concerns, complaints and dispute resolution. Attention Homes' staff will work to resolve conflict, address concerns and participate in resolving any disputes in a professional and collaborative manner. To the extent necessary, Attention Homes, the commercial tenant, and/or the property manager will rely on a third party dispute resolution expert to facilitate unresolved issues with the surrounding neighborhood.

## **10. Monitoring Plan**

Attention Homes' staff will prepare an annual report to the Partnership, the Advisory Board and the community regarding the operations and outcomes related to Attention Homes Apartments. The purpose of this report is to inform on program practices, outcomes, operations, improve relations with the neighborhood, and update the Good Neighbor agreement as needed. This report will protect the privacy of our residents and will be shared via current email lists and on the website. The report will include an annual summary and report progress on the following:

1. The operations at the site for the prior year;
2. Neighborhood Impact: The number and types of complaints and responses, community outreach, relationships, and activities;
3. Resident Success: Based on the following metrics and when feasible providing comparable statistics from other Housing First programs:
  - a) Number of clients moved into housing;
  - b) Number of clients still housed;
  - c) Changes in clients' earned income;
  - d) Changes in clients' skills;
  - e) Number and nature of 911 calls and other complaints to the property;
  - f) Number of lease violations, evictions and guests barred from facility (along with reasons why); and
  - g) Number of residents who have moved-on to independent housing within 36 months;
  - h) Number of guests visiting AHA per month per client

Additional material to be available on the Attention Homes' website:

- Lease
- Resident Community Policies
- Resident Handbook

When feasible, Attention Homes will arrange to have an independent third party entity audit the data related to outcomes from the program. In addition, the agencies funding the project, such as HUD and Federal Youth Services Bureau, will conduct periodic audits of the program.

## **11. Amendments to the Good Neighbor Statement of Operations**

In addition to the quarterly meetings currently planned and stated above, Attention Homes' Board will hold an annual public hearing regarding 1440 Pine Street.

During its quarterly meetings or as needed, The Advisory Board will consider any proposed changes to the Good Neighbor Statement of Operations, taking into account the reports noted in Section 10. Any stakeholder may submit amendments to the Good Neighbor Statement of Operations. Any amendment will be preceded by a public notice on Attention Homes' website and to neighborhood mailing lists, with a specified period of time for comment, followed by a discussion and decision by the Advisory Board and adoption by the Operating Partnership. The public notice will include information on which sections are proposed to be amended.

### GNSO Advisory Group:

Brooke Akins, Ross Management Group

Macon Cowles, Whittier Neighbor

Mark Grassman, Whittier Neighbor

Chris Nelson, Attention Homes

Judy Nogg, Community Member

Sarah Silver, Whittier Neighbor

Bill Spencer, Whittier Neighbor

Connie Takamine, First United Methodist Church of Boulder, Trustee

Jill Vidas-Davis, Whittier Neighbor

Facilitators: Sue and Ron Kertzner

## Appendix A

### Resident Eligibility and Selection Process

The policy of Attention Homes Apartments (AHA) and The Ross Management Group is of Equal Housing Opportunity for prospective applicants regardless of race, color, religion, sex, handicap, familial status, national origin, age, creed, sexual orientation, gender identity, marital status, and status with regard to public assistance. In addition, Owners/Agents must comply with local and federal fair housing and civil rights laws. AHA/RMG provides reasonable accommodations to applicants if they or any family member has a disability or handicap. The purpose of this section is to describe the policies and practices of AHA/RMG in the Resident Eligibility and Selection Process.

The apartments are designed for transition-age young adults (18-24 years at time of entry) who have a history of homelessness and will benefit from the comprehensive support services being offered. Residency will be provided to those who are homeless, chronically homeless, at risk of homelessness (including but not limited to youth aging out of foster care).

#### **Resident Eligibility Requirements**

IN GENERAL— the term “homeless”, “homeless individual”, and “homeless person” means— (A) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (B) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (C) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low income individuals or by charitable organizations, congregate shelters, and transitional housing); (D) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (E) an individual or family who will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by:

- A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
- The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; and
- Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause; has no subsequent residence

identified; and lacks the resources or support networks needed to obtain other permanent housing.

### **Permitted Screening Criteria**

Screening criteria are used to evaluate an applicant's willingness and ability to abide by the terms of the lease, pay rent on time, take care of the property and unit, and allow all residents the opportunity to peacefully enjoy their homes. Each applicant must provide the name(s) and address(es) of all landlords from the past five years. If no rental references are available, one personal reference may be submitted which documents living arrangements in last five years. Lack of rental history will not be a reason for rejection.

### **Screening for Success**

- Assessing potential tenants;
- Suitability for the program/community;
- Willingness to participate;
- Ability to be lease compliant;
- Desire to make a change;
- Desire to be housed/gain stability;
- Demonstrated behaviors indicating likelihood of success; and
- History of connectivity or indicated positive motivation to be connected to Boulder.

### **Rental History Criteria**

Previous Rental History - Attention Homes and/or Ross will obtain rental verifications from prospective resident current and past five (5) years of addresses. Upon reviewing the credit report, if there are past landlords listed (either currently owed money to paid money previously owed), rental verifications will be obtained for those addresses as well.

- A. No evictions from a federally assisted property in last three years for drug related criminal activity;
- B. Demonstrated ability to respect the health, safety and rights of other residents;
- C. A credit check is required for all adult applicants. While a credit check will be useful in determining an applicant's prior rental history, the lack of credit or poor credit will not be grounds for application rejection; and
- D. Criminal background checks are required for all adult applicants.
  1. Criminal History Considerations
    - I. No convictions for sex crimes against adults and/or children, or conviction for an offense requiring registrations as a Sex Offender;
    - II. No convictions related to manufacturing of an illegal or controlled substance; and
    - III. No convictions related to arson.

Note: Processing of applications will be suspended if there is an eviction action or criminal charge pending. If the outcome of the pending action does not result in a disqualifying event, the application processing will resume. A resident may be evicted if it becomes known that a conviction has occurred during their tenancy that falls under one of the above guidelines

**Denials of Applications**

Applicants will be denied for derogatory landlord history if any of the following are reported:

- Repeated lease violations;
- Unauthorized occupants;
- Excessive damage to unit;
- Damage to common areas;
- False information provided;
- Disruptive conduct (resident or guests);
- Eviction filed within last two years; or
- Eviction from subsidized housing within last three years.

Background checks will be conducted on all applicants.

It is our policy to investigate the background of all persons interested in living in our community for the last seven (7) years.

If any of the below are known to be true convictions, an applicant will be deemed ineligible.

	Misdemeanor	Felony
Violence	3 years	7 years
Drug Related Charge	3 years	5 years
Harassment	3 years	5 years
Sexual Offenses	3 years	No Time Limit
Child Abuse	3 years	7 years
Theft Greater than \$500	1 year	5 years
Kidnapping	3 years	7 years
Arson	5 years	No Time Limit
Aiding/Abetting	3 years	5 years
Hate Crimes	3 years	7 years

Active Warrant	No Time Limit	No Time Limit
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### **Exceptions**

Attention Homes and Ross will consider circumstances of denial based on an individual's history with the exception of denials that are defined by HUD as mentioned above. A denial can be appealed with Ross Property Management and Attention Homes and any exceptions must be accompanied by demonstrated commitment to change past behavior and requires approval of Ross Property Management and Attention Homes' Executive Director.

## **Appendix B**

### **Case Management and Supportive Services**

- Group/individual counseling and life-skill building, career exploration and development; paid and unpaid internships coordinated by Attention Homes;
- Job skill training through social enterprise and supported employment with community businesses and Boulder County Workforce coordinated by Attention Homes with the exception of Workforce and business partnerships in which case services will be offered in the partner's location;
- Education assessments, enrollment and support with applications/FAFSA provided on-site by Attention Homes;
- GED Support & Tutoring, Education/Trade Program Referrals provided by Attention Homes with the exception of off-site education and trade program referrals;
- Health & Well-Being provided by Attention Homes and third party contractors;
- Mental Health and Substance Abuse assessments provided by Attention Homes;
- Mental Health Services (Group & Individual) provided by Attention Homes;
- Substance Abuse (Group –NA, AA, Natural Highs & Individual) provided by Attention Homes, on-site partners or off-site partner locations;
- Medical Health access through partnerships with Dental Aid and Clinica Campesina Family Health (People's Clinic) - expect both on-site and off-site care;
- Equine Therapy off-site at Lazy Z Ranch and/or STEPS Foundation;
- Health & Well-Being including pro-social activities (Yoga, art, climbing, biking, hiking activities) both on-site and off-site;
- Trauma Recovery Services provided by Attention Homes;
- Speaker Series for skill development (money management, sewing, computer literacy, life experience);
- Community Service Projects;

- LGBTQ support & referrals provided by Attention Homes and on or off- site with Out Boulder County or OASOS;
- Domestic Violence and Trafficking Counseling/Supports provided by Attention Homes and on/off-site with partner agencies;
- Support in developing Permanent Connections provided by Attention Homes;
- Mentoring & Family Engagement provided by Attention Homes and off- site provided by Attention Homes or mentorship partner agency. Family coaching may take place in off-site in family home;
- Self-Sufficiency and Life Skills (Group & Individual) provided by Attention Homes; and
- Tenancy skills provided by Attention Homes (e.g. cooking, budgeting, shopping, personal hygiene, nutrition and home maintenance).

## Appendix C Guest Policies

- Entrance into the building will be controlled by staff. One entrance for tenants and all other doors and egress/ingress will be alarmed and monitored via video surveillance;
- Guests are allowed between 7:00am-10:00pm on weekdays and 7:00am-Midnight on weekends (Friday and Saturday);
- Tenants may have one guest at a time. Exceptions for family members or other circumstances only if approved by Case Manager;
- All guests will be required to sign in and sign out;
- Government issued ID is necessary for guests and must be left with the front desk while visiting. A photocopy of the ID will be created for our files;
- Guests must be accompanied by a tenant at all times, there are no exceptions. Unaccompanied guests will be asked to leave immediately;
- Guests under 18 are not allowed without permission from Case Manager;
- Tenants may have ONE overnight guest up to any 4 nights in a ninety (90) day period and all overnight guests must be approved by Case Manager;
- If guest policies are violated, tenant will have guest privileges restricted;
- Tenants are responsible for guest behavior;
- Guests can be trespassed if guest policies are not followed; and
- If it is suspected that tenant is attempting to house an unauthorized person or the overnight guest policy is violated in any way, tenants will be asked to prove that their guest has a permanent residence elsewhere. Acceptable proof of other permanent residence include: valid Lease with rent receipt (current month), current pay stub with name and address, current bank statement with name and address.

Appendix D

AHA Community Policies

**Community Policies**

Community \_\_\_\_\_  
 Resident \_\_\_\_\_  
 \_\_\_\_\_  
 Address \_\_\_\_\_ Unit \_\_\_\_\_

The following Community Policies (“Addendum”) are attached and made part of the Lease Contract Agreement (“Lease”) between Landlord and Resident dated <<LeaseFromLongMonth>>. They were designed to establish a basis where all residents are provided a peaceful enjoyment. They are presented to each new resident at move-in and are reviewed each year at annual recertification. Any violations of rules and regulations herein contained are considered material non-compliance of your Lease and may result in a termination of your tenancy and/or rental assistance.

**Rental Payments**

We strongly urge that you do not drop your payment through the office door. We encourage you to use the rent drop box or deliver your rental payment to the community manager. Rent must be paid by check or money order. Cash is not accepted. Checks must be made out to <<PropAddr1>>. Checks made not made out to <<PropAddr1>> will be returned and late fees may be incurred.

**Limitations on Occupancy**

Resident covenants that the premises are to be used and occupied by resident as sole residence, as a private residential household, not for any unlawful purpose and not for any other purpose whatsoever.

**Drug Free/Crime Free Housing**

The Ross Management Group is committed to preserving a safe environment for all persons living at our properties. We will not tolerate the use or sale of illegal drugs or other criminal activity. Criminal background re-screening will be completed annually at time of recertification on all household members of legal age. Resident acknowledges and agrees to abide by the following:

1. Resident, any member of the resident’s household, or guest of the household shall not engage in criminal activity; including drug-related criminal activity, on or near the Community premises. *Drug-related criminal activity* means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a

controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)) and any violation of the following:

- a. Statute 18-18-405 and Statute 18-18-426, Drug Paraphernalia;
- b. Statute 18-3-204, Assault in the Third Degree; and
- c. Statute 18-7-201, Prostitution

This also includes medical marijuana, regardless of State Law. Medical marijuana is illegal per Federal Law. You may not sell, distribute or use Medical Marijuana in Federally Assisted Housing.

2. Resident, any member of the resident's household, or guest of the household shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the project premises, and INCLUDING disorderly conduct as defined in Statute 18-9-106.
3. Resident, any member of the resident's household, or guest of the household shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms on or near the Community premises. Displaying a firearm on property or in public areas is not allowed except for police officers and courtesy patrol officers.
4. Resident, any member of the resident's household, or guest of the household shall not engage in acts of physical or sexual harassment of other residents or site staff.
5. Resident, any member of the resident's household, or guest of the household shall not engage in the consumption nor have an open container of alcohol in any common areas (grounds, halls, laundry room etc.).

#### **Limitations on Resident's Conduct**

Resident, any member of the resident's household, or guest of the household shall show due consideration for others and shall not behave in a loud or obnoxious manner, interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the community by the Landlord, Landlord's employees, Owner or Owner's Landlords or employees, other residents and occupants and any of their guests, invitees or the general public (collectively "others"). Landlord shall be the sole judge of acceptable conduct. In Landlord's sole discretion, they may limit or prohibit resident from photographing or videoing the community common areas or any person in the common areas. Resident shall not disrupt or interfere with Landlord's business operations or communicate in an unreasonable, abusive, rude, loud, boisterous or hostile manner with Landlord, Owner or their employees. Landlord may exclude from resident's apartment or the apartment community guests or others who, in Landlord's reasonable judgment, have been violating the law, violating these house rules or disturbing other residents, neighbors, visitors, or Landlord, its employees or others. Landlord may also exclude from apartment or any outside area or common area any person who refuses to show photo identification or refuses to identify themselves as a resident, any member of the resident's household, or a guest or other person under the resident's control. Resident agrees not to permit, commit or suffer any conduct disorderly or other nuisance whatsoever about the premises, having a tenancy to annoy or disturb others and to use no machinery, device or any other apparatus which would damage the premises or annoy others. Resident shall not injure Landlord or Owner's reputation by making bad faith allegations against Landlord or Owners to others.

Any household member or guest of a household member who is engaged in any involvement of any drug-related criminal activity, violent criminal activity, or other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or household members; or criminal activity that would threaten the health or safety of the owner, any employee, contractor, subcontractor or agent of the owner who is involved in the housing operations; or if any member of the household is subject to a lifetime registration requirement

program under a State sex offender registration program; or if a household member abuses or has a pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by others..

**One or more violations of the above provisions shall constitute a substantial violation of the lease and be a material violation of the lease and good cause for termination of tenancy and eviction from the unit.** A single violation of any of the provisions of this attachment shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

### **Utilities**

All utilities (gas, electric, water, sewer and trash) are provided by the owner. Resident can elect to get cable or phone in the unit. This is paid by the resident.

### **Transfers**

Should a need arise for a current resident to transfer to either a smaller or larger unit, "in-place" residents will be given priority over applicants on the Waiting List. Unit Transfers shall be strictly limited to the following situations:

1. Reasonable Accommodation: When approved as a reasonable accommodation that would allow the tenant's full use of the property based on a disability related need.
2. Need for Accessible Unit.
3. Medical Necessity: Medical reason certified by a doctor.

Unit transfer approval may be granted once all required documentation is received. If written documentation of the need to accommodation is required, Management will inform the resident and request the resident's authorization for verification.

Resident's transferring must be current with rent and have no unresolved lease violation notices. Ross Management Group has elected to establish a policy of transferring the original security deposit paid to the new unit. Any excessive damages deemed beyond normal wear and tear or caused by abuse, neglect or willful destruction shall be billed to the resident in the form of an itemized list of damages.

### **General**

1. The unit is to be used for residential purposes only. A business may not be operated out of your unit.
2. Any violation of the lease and/or these House Rules may, at the discretion of management, be disclosed to law enforcement officials.
3. Tenants may have one overnight guest for up to any four nights in a ninety-day period. You are responsible for the conduct of your guests. If you require special arrangements for your guest, please contact the Management Office. No guests under 18, unless related to the resident and approved by Case Management and Property Management.
4. Residents are allowed to have 1 guest visit between the hours of 9 am to 10 pm. All guests must be registered with Management prior to arrival. All guests must check-in and provide government photo id. When a resident is requesting to have more than 1 guest

Management must approve. No guests under 18, unless related to the resident and approved by Case Management and Property Management.

5. Opening a secured or locked entrance door for any person not visiting you is prohibited in all cases.
6. Foil must not be to cover drip pans in stove tops. Foil must also not be placed on windows.
7. Items may not be stored in your oven, bathtubs or showers.
8. Residents must notify management if they will be absent more than seven (7) days from their apartment. If resident does not notify management, management may assume apartment has been abandoned and eviction proceedings will begin.
9. Management will furnish one suitable light bulb in each lighting fixture at move-in.
10. The management office cannot accept any packages.
11. Signs, advertisements, notices, doorplates or similar items should not be inscribed, engraved or affixed to any part of the exterior of the apartment or in the interior of windows.
12. Changing the locks or placing additional locks is not permitted. Management must have a key to enter your apartment in case of an emergency. If maintenance is called out to let someone in who has locked him or herself out of his/her apartment, a \$25 charge will be assessed. If duplicate keys are needed, including the mailbox key, a charge equal to the actual cost of each key plus the time to duplicate the key will be charged.
13. Should you wish to add or change the window coverings in your apartment, the backings must have white lining. The original blinds must be in place upon vacating.
14. Please use small nails to hang pictures. Adhesives and molly bolts are not permitted.
15. Flat screen televisions must not be hung on walls unless approved by the Community Manager.
16. No personal belongings such as overshoes, rugs, bicycles, recreational items, trash, etc. are to be left in the Common Areas (i.e. entryways, lawns, hallways or laundry rooms). These areas are to remain cleared at all times. If items are left in Common Areas, maintenance staff will dispose them of immediately.
17. Playing/Loitering/Congregating in common areas (i.e. laundry rooms, hallways, parking lot and entry of building) at any time is not allowed. Items left in common areas are subject to disposal.
18. You are responsible for the conduct of your household members and their guests while on the premises. Management is not responsible for any accident that might happen to household members or guests either in the buildings or on the grounds.

19. Management will not admit friends, relatives or delivery personnel into your apartment at any time.
20. Moving-in and out of your apartment is only permitted during daylight hours so as not to disturb other residents.
21. We encourage you to store bicycles in bicycle racks, if provided at your Community.
22. Waterbeds are not allowed unless you have insurance with a loss payable clause to The Ross Management Group. A copy of this must be given to the Community Manager.

**Pets**

This community does **NOT** allows pets.

Visiting pets are not allowed.

**Adding a Household Member After Initial Occupancy**

A proposed new household member must be considered a new applicant and must participate in the eligibility determination and screening processes described in the current resident selection plan. Additions to households must pay an application fee and must meet both the criminal background screening requirements and income limits for the unit they are applying to. Additions to households will not be approved within the first twelve (12) months of residency.

The Community Manager must approve any new household member **prior** to them moving in.

**Occupancy Standards**

	Minimum	Maximum
0 bedroom	1 person	1 person
1 bedroom	1 person	1 person
2 bedroom	2 persons	2 persons

**Apartment Inspections**

Several times a year, there will be an inspection of your unit. At this time, we will be checking the appliances, furnace filters, screens, plumbing fixtures and the cleanliness of the unit. You will be notified of any problems that are found.

**Fire Hazard and Fire Ordinances**

1. Apartment doors are not to be left open.
2. Residents must not accumulate trash, waste materials or flammable materials, so as to create a hazard of any kind or violate health, safety or fire prevention rules.
3. Large furniture items should not be placed in front of windows.
4. Cords (i.e. extension cords, cable cords, etc.) should not be strung across floors, creating a trip hazard.
5. Propane tanks cannot be stored inside your apartment.
6. Items should be kept at least 12 inches away from HVAC closets.

7. Any items must not block breaker boxes.

These are Fire Department Ordinances, and the department will fine anyone in violation of these requirements.

The resident is financially responsible for the cost of the repair or the amount of the insurance deductible for a fire in an apartment or in or around the building that is caused intentionally, or by carelessness, on the part of the resident, any member of the resident's household, or a guest or other person under the resident's control shall. The resident is subject to receive a notice of termination of their tenancy. Please take a concerned attitude regarding prevention of fires.

Fire prevention tips:

1. Throwing liquid on a fire will not put it out.
2. Do not leave food cooking unattended.
3. Ensure all burners on stove are off when not in use.
4. Do not leave candles burning unattended.
5. Unplug irons when not in use.
6. Do not cook with excessive grease.
7. Do not cook at high temperatures.
8. Do not use indoor grills.

### **Smoke/CO Detectors**

DO NOT remove or tamper with your smoke and/or CO detector alarms. They are there for you and your family's protection. If any detector is found missing, down, or dismantled, the resident will be responsible for any cost associated with the detector, including but not limited to any fines or charges from the fire department if called out, and violations could lead to termination of residency.

### **Maintenance Repairs**

It is your responsibility to report any and all maintenance issues in your apartment to the Community Manager as soon as the problem is notice. If work is needed due to your negligence (i.e. diapers, napkins, etc. in toilets; bobby pins, grease, plastic, etc., in disposals) you will be charged for the repair. Broken windows and window screens are resident responsibility. Whenever damages are caused by carelessness, misuse, or neglect on the part of the resident, any member of the resident's household, or a guest of the household, the resident agrees to pay:

- a. The cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. Rent for the period the unit is damaged whether or not the unit is habitable.

Alteration of any kind to the interior or exterior of the unit is prohibited. Any alteration made to the interior or exterior without written permission and approval may be grounds for eviction. Residents will be charged for all costs incurred to repair the alterations.

Except for emergency situations, maintenance personnel cannot respond to repair requests without a Work Order from the management office.

### **Good Housekeeping Practice Required**

The resident agrees to keep the unit in a clean, safe, and sanitary condition; use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they were intended

and keep them clean; not litter the grounds or common areas of the project; not destroy, deface, damage, or remove any part of the unit, common areas, or grounds; give the landlord prompt notice of any defects in the plumbing fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities; and remove garbage and other waste from the unit in a clean, safe, and timely manner. Carpet and tile floors are to be kept clean.

### **Extermination**

Extermination services will be provided as needed. If there is a pest problem in your apartment, you must notify the Community Manager. You will be required to prepare your apartment. A notice will be sent stating what needs to be done for preparation. If your apartment is ready per the instructions of the notice, the extermination will be provided at no charge to you. If your apartment is not ready per the instructions of the notice, you will be served an infraction notice and will be charged for a trip fee by the extermination company. More than one infraction could result in your eviction. Management's objective is to keep your unit and each unit in your building free of pests. If one unit is missing during extermination it causes the entire treatment to be ineffective, because pests in untreated units will spread throughout the entire building.

### **Trash Dumpsters**

Trash dumpsters have been provided for your use. They are located outside the building. Trash must be taken to the dumpster immediately. It is prohibited to store or place trash outside your apartment, even temporarily. The trash dumpsters and chutes are meant for bagged trash only. Un-bagged trash should not be placed in these areas. Items not allowed in the trash areas include but are not limited to: cardboard boxes, furniture, appliances, electronic devices, mattresses/box springs, hazardous materials. The trash company will not remove these items. You will be charged for any of the above items to be removed.

### **Parking**

Parking first come first serve. Visitor parking is not allowed. Visitors must park on the street in a metered space. A towing company monitors parking lots. Cars that are parked in an unauthorized space are subject to be towed.

### **Laundry Facilities**

Washer and dryers are offered in each unit. Please do not overload your machines. Please make sure your pockets of clothing are empty. Overloading the machines and allowing things like coins, paperclips, keys, etc. inside the machines can cause damage and any associated cost to repair or replace the damaged machine will be the responsibility of the Resident.

### **Insurance**

You should be aware of the fact that general insurance policies covering apartment buildings do not include coverage of each resident's personal property. If you wish to insure your personal belongings against fire, theft and damages of any insurable type (including damages caused by building defects), we strongly urge that you contact an insurance company of your choice regarding renter's insurance.

### **Quiet Enjoyment**

**Out of consideration of your neighbors, please maintain the volume of noise, including music, yelling, banging, running, etc., in your apartment at a reasonable level at all times. Reasonable quiet hours will be observed from 10 p.m. to 7 a.m.**

No resident shall make or permit any disturbing noises by him or herself, his/her family, or his/her guests. Boisterous conduct at any time is prohibited. Remind your visitors that they are not to

drive by or park and honk their horn for you. This practice is a terrible disruption of quiet enjoyment.

### **Automobiles**

1. Cars, trucks, and motorcycles are not to be driven on the lawns or in any other than parking areas, streets, or driveways.
2. Inoperable cars are not to be parked on the premises. Every car must have current license plates. Inoperable cars will be towed unless the office has been notified of the reason.
3. If parking permits are required at your Community, you will be required to show proof of registration and valid insurance in your name. All cars parked on the premises without a parking permit will be towed at the vehicle owner's expense.
4. Changing the oil in your automobile or dismantling of automobiles on apartment paved parking spaces is strictly prohibited. Gas and solvents cause the black top to break up.
5. Loud pipes, inadequate mufflers, or poorly timed motors are most offensive to your neighbors. Please minimize this noise.
6. Car washing is not allowed on the premises.
7. For the safety of all residents, please keep the speed limit at 5 MPH while driving through the complex.
8. Direction signs must be followed at all time.
9. Do not use the driving areas of the complex as a racetrack for either cars or motorcycles. Please do not park in the marked areas, as these are fire lanes.
10. Do not park in spaces marked for the handicapped unless you have a legal handicap sticker in your vehicle or it will be towed immediately at the vehicle owner's expense.

### **Community Room**

We have a Community Room available for resident use. There is an occupancy limit of 15 people. A rental agreement must be signed by resident upon providing deposit. A deposit of \$300 is required to rent the Community Room. The deposit is refundable providing there is no damage after use. Community Room hours are from 10am to 10pm.

### **Notice to Vacate**

We hope that your stay with us will be a long and pleasant one. Should the time arrive when you have to move, please give the Community Manager a written notice of your intention. Please follow the procedures outlined below. Following these procedures will save you money.

Your notice to move out of the premises requires that promptly upon the expiration of the lease agreement, after giving thirty (30) days written notice of intent to vacate, that the notice to vacate must be given no less than (30) days before vacating. The 30-day notice of intent to vacate form may be picked up at the management office.

Rent for the entire month is due when notice to vacate is given. Should you fail to give such full notice at least 30 days prior to moving, a daily rate, based on your current monthly rent, will be assessed to include rent due for the period up to 30 days.

It is further agreed that in case said premises are left vacant and any part of the rent is unpaid, then we may, without any way being obligated to do so, and without terminating this lease, retake possession of said premises and rent the same for such rent and upon such conditions as the we may think best, making such changes and repairs as may be required, giving credit to the amount of rent herein reserved after deducting the cost of all expenses of such changes and repairs; and you shall be liable for the balance of the rent herein reserved until the expiration of this lease.

In order to receive your full deposit back, the terms of your lease must be fulfilled. The apartment should be left in the same clean condition as when originally rented. After you have moved out of the apartment, the management will perform a move-out inspection. You may arrange to be present and accompany the Community Manager during the move-out inspection. The move-out inspection will be completed during daylight hours. A list of cleaning, repair, damage, lock and key charges, if any, will be submitted to the management office. Your security deposit (if applicable) and a list of all charges, if any, will be mailed to you at the forwarding address given to us. Please note that checks cannot be picked up either at the leasing office or the Management Company's office.

By signing below, the resident certifies that he/she has received a copy of the Community Policies and understands that these rules are a component part of the lease agreement and that they will be enforced as such. It is also agreed that any violations of rules and regulations herein contained are considered material non-compliance of your Lease and may result in a termination of your tenancy and/or rental assistance.

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Community Manger \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_